

INTERGOVERNMENTAL AGREEMENT

Removal and Disposition of Personal Property upon State Right-of-Way located within
the City of Portland

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the CITY OF PORTLAND, acting by and through its Office of Management and Finance, hereinafter referred to as "City," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Highway right-of-way located within the City limits is owned by different jurisdictions.
2. Varied jurisdictional ownership has made applying a consistent and well-coordinated approach to managing and cleaning up personal property and trash left by people camping in the right-of-way challenging.
3. The 2018 Legislature passed HB 4054, which authorizes ODOT to enter into an intergovernmental agreement (IGA) with the City for the "removal, storage and disposition of personal property deposited, left or displayed on property that is owned by ODOT."
4. State and City desire to enter into an IGA to coordinate removal, storage and disposition of personal property deposited, or left on identified ODOT-owned right-of-way located within the City.
5. State and City desire to establish processes to distribute trash bags for the collection of garbage from identified ODOT-owned right-of-way located within the City limits.
6. State and City desire to designate a City representative as a Person-in-Charge for ODOT-owned right-of-way located within the Portland city limits.
7. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
8. City and State agree that adjustments to this program may be possible in the future if both parties agree to amended terms and conditions.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

DEFINITIONS

1. **Impact Reduction Services:** Distribution of clearly-marked trash bags and removal of trash and debris from active camp sites, collection of trash bags, performance of Risk Assessments, analysis of Risk Assessment data, and prioritization of cleanup activities for each site based on Risk Assessment data. Impact Reduction Services do not include providing social services or coordinating with social services agencies. City may coordinate with social services agencies at its own expense.
2. **Unsanitary Condition:** Conditions or circumstances that will likely lead to injury or health problems for individuals in the vicinity, including but not limited to areas where hazardous materials are not stored in a manner that is likely to protect those in the vicinity. The Parties agree that Personal Property would not be deemed in Unsanitary Condition” solely due to wetness from outdoor weather conditions.
3. **Hazardous or Contaminated Materials:** Any substance or material that has been determined to be capable of posing an unreasonable risk to health, safety, and property when contacted or transported.
4. **Severe Weather Condition:** A Severe Weather Condition exists if any of the following criteria are satisfied and the Multnomah County Joint Office of Homelessness Services and Portland Emergency Management determine that a Severe Weather Condition exists.
 - a. Cold weather: If any of the following conditions are forecasted to persist for four (4) hours or more during City’s severe weather shelter operating hours (8:00 p.m. to 7:00 am.):
 - (1) Forecasted temperature of 25° F (-3.9° C) or below.
 - (2) Forecasted snow accumulations of 1.0 inch or more sticking to the ground in most locations.
 - (3) Forecasted temperature at or below 32° F (0° C) with driving rain of 1.0 inch or more overnight.
 - (4) Other extreme conditions, including severe wind chills or extreme temperature fluctuations.
 - b. Warm weather: The criteria for determining a warm weather Severe Weather Condition will be determined by City and ODOT in collaboration with stakeholder agencies, Multnomah County Joint Office of Homelessness Services, and Portland Emergency Management. This criteria will be set forth in a writing signed by both Parties, and will become part of this Severe Weather Condition definition upon an amendment to this Agreement.
5. **Personal Property:** Personal Property includes items which are reasonably recognizable as belonging to individual persons and which have apparent utility. This may include books, photographs, personal documents such as identification and social security cards, camping equipment, bicycles, clothing, etc. Items that have no apparent utility or are in an Unsanitary Condition are not personal property.

- 6. Illegal Contraband:** This includes weapons (such as guns and knives), drug paraphernalia and items that reasonably appear to be either stolen or evidence of a crime. Drug paraphernalia associated with illegal drug labs will be handled outside of this Agreement, and in accordance with State and local laws and regulatory procedures for civil and criminal enforcement and environmental remediation.
- 7. Right-of-Way:** Property within the Portland city limits owned by the State for highway facilities, not including property leased by ODOT to third parties.
- 8. Services:** Include but are not limited to:
 - a. Posting notification prior to removing Personal Property upon Right-of-Way;
 - b. Cataloguing and photographing Personal Property that is removed from Right-of-Way;
 - c. Transporting and storing Personal Property;
 - d. Removing and disposing of trash and Hazardous or Contaminated Materials from areas within the Right-of-Way; and,
 - e. Coordination with ODOT.
- 9. Risk Assessment:** An assessment of the various risk factors present at a particular campsite to determine the level of impact of the site, including level of drug use (based on discarded paraphernalia), amount of trash and debris, proximity to a school, playground, or private residence, reports of crime, restricting safe passage and accessibility, and others. A Risk Assessment is performed by City or its Contractor as part of the Impact Reduction Services, using the City's Risk Assessment matrix. City will analyze Risk Assessment data and use the information to prioritize cleanup activities in a manner that is compatible with ODOT-planned highway and Right-of-Way operations, maintenance and construction activities.

TERMS OF AGREEMENT

1. The Parties agree to remove Personal Property deposited or left upon Right-of-Way located within the Portland City Limits consistent with the requirements of HB 4054, the processes set forth in Exhibit B – *Procedure for Notification and Removal and Storage of Personal Property located on State Right of Way within the Portland City Limits*, and the Statement of Work set forth in Exhibit C, in a manner that is compatible with ODOT-planned highway and Right-of-Way operations, maintenance and construction activities.
2. The Parties agree to work collaboratively in accordance with the terms of this Agreement to provide Impact Reduction Services and Services to remove, store and dispose of Personal Property deposited or left upon Right-of-Way located within the Portland City Limits according to the following phased schedule:
 - A. Beginning January 1, 2019, the City shall provide Impact Reduction Services including Risk Assessments in a manner that is compatible with ODOT-planned highway and right-of-way operations, maintenance, and construction activities upon all Right-of-Way located within City Limits.

- B. Beginning January 1, 2019, City shall provide Services upon Right-of Way generally located adjacent to the highways identified in Exhibit A-1 (Phase 1).
 - C. Beginning April 1, 2019, City shall provide Services upon Right-of Way generally located adjacent to the highways identified in Exhibit A-2 (Phase 2), in addition to the Services provided under Terms of Agreement Paragraph 2.B above.
 - D. Beginning July 1, 2019, City shall provide Services upon the Right-of Way generally located adjacent to the highways identified in Exhibit A-3 (Phase 3), in addition to the Services provided under Terms of Agreement Paragraphs 2.B and 2.C above.
3. City shall provide Impact Reduction Services and Services identified in the schedule above on a regular basis during each month of each fiscal year, throughout the term of this Agreement. In consideration of City's performance of these Impact Reduction Services and the Services, ODOT shall contribute an amount not to exceed \$1,000,000 for the 2018-19 fiscal year which will end on June 30, 2019 and contribute an amount not to exceed \$2,000,000 for each fiscal year to follow for the term of this Agreement, unless this Agreement is amended in writing. City shall provide any additional funding required to perform the Impact Reduction Services and Services under this Agreement.
 4. Exhibits A, A-1, A-2 and A-3, B, C, D and E are attached hereto and hereby made part of this Agreement.
 5. The Parties agree to coordinate communication using the processes identified in this Agreement and to follow the communication protocols in Exhibit E – *External Communication Plan* and in the Statement of Work at Exhibit C. The Parties' Contract Managers will communicate formally and informally to coordinate Service activities, Impact Reduction Services activities, planned highway and Right-of-Way operations, maintenance, and construction activities and to resolve outstanding community complaints or requests to clean up the Right-of-Way, and proactively and cooperatively resolve administrative issues that may arise as the Parties carry out their responsibilities under this Agreement.
 6. The Parties agree to develop performance metrics by which to monitor progress of this Agreement and ensure the activities under this Agreement are achieving agreed-upon objectives by March 1, 2019. The Parties agree that at minimum performance metrics will include: pounds of trash removed; number of campsites cleaned; overall costs; and cost per cleanup.
 7. Each Party agrees to ensure its efforts are aligned with those of the other Party to optimize all resources for the removal, storage and disposition of abandoned debris and/or Personal Property and are compatible with highway and Right-of- Way operations, maintenance, and construction activities. Personal property removed by either Party under this Agreement will be stored at the City's storage facility located at 528 SE Ivon Street unless the Parties' Contract Managers agree otherwise. City

shall provide ODOT with a written receipt for any Personal Property that is stored by ODOT at City's storage facility.

8. The Parties shall meet quarterly each year to review Exhibit C - *Statement of Work*. Any adjustments to the Statement of Work, service levels and the location of Services will be made through an amendment to this Agreement. The Agreement Representatives shall participate at these quarterly meetings.
9. The Parties shall review the processes set forth in Exhibit B with the Oregon Law Center and ACLU annually.
10. The content of the Notice to Remove Personal Property ("Notice") shall be mutually agreed to by the Contract Managers in consultation with legal counsel prior to initial posting. Any changes to the content of the Notice shall be mutually agreed to by Contract Managers, in consultation with legal counsel, prior to posting.
11. State designates City personnel as the "Person-in-Charge" for the Right-of-Way, as that term is used in ORS 164.205(5), in Exhibit D - *Fully Executed Person in Charge Delegation*.
12. This Agreement shall become effective upon the date the last required signature is obtained and shall remain in effect through January 1, 2023. Each Party agrees to execute the Agreement within five (5) business days from delivery to that Party of the mutually-approved final draft of the Agreement. The Parties agree that they may conduct this transaction, including execution of the Agreement and any amendments, by electronic means including the use of electronic signatures and facsimiles.

CITY OBLIGATIONS

1. City shall perform the Services identified in Exhibit C upon the Right-of-Way according to the phased schedule in Terms of Agreement Paragraph 2, and in a manner consistent with the procedures in Exhibit B and the other requirements of this Agreement. City shall provide quarterly reports to ODOT that measure progress of meeting performance measures. City shall submit an annual report to ODOT by July 31 of each fiscal year.
2. City shall ensure that its Impact Reduction Services will not collect or dispose of Personal Property. City shall properly handle and dispose of Hazardous or Contaminated Materials or Illegal Contraband in accordance with Exhibit C.
3. City agrees to coordinate with ODOT to ensure Right-of-Way remains accessible for all users.
4. City agrees to address any claims or liability arising from improper removal or disposal of Personal Property associated with Impact Reduction Services or other Services performed by City or its contractors in this Agreement.
5. City shall keep accurate cost accounting records. City shall prepare and submit monthly itemized invoices for the Services directly to State's Contract Manager for review and approval. Such invoices will be in a form identifying the Services, the

Agreement number, the invoice number or the account number or both and the ODOT highway charge number shown in Exhibits A-1, A-2, and A-3, and will itemize all expenses for which reimbursement is claimed. Travel expenses will not be reimbursed. Charges for Services at overtime rates (i.e., Services performed on weekend or holiday or off-hours) are not allowed and will not be reimbursed by State unless pre-authorized by State Contract Manager.

6. City shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, City expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
7. City shall perform the Services and Impact Reduction Services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
8. If City enters into any contract for performance of Services or Impact Reduction Services under this Agreement, then City will include provisions in that contract requiring its contractor to comply with the following:
 - a. Contractor and City shall name State as a third party beneficiary of the resulting contract.
 - b. Contractor shall indemnify, defend and hold harmless ODOT and the State of Oregon and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under the resulting contract. The specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
 - c. Any contractor indemnification shall also provide that neither City's contractor nor any attorney engaged by City's contractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that City's contractor is prohibited from defending the State of Oregon,

or that City's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against City's contractor if the State of Oregon elects to assume its own defense.

- d. Commercial General Liability. Contractor shall obtain, at contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$1,000,000 \$2,000,000 \$5,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$1,000,000 \$2,000,000 \$4,000,000 10,000,000.
- e. Automobile Liability. Contractor shall obtain, at contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
- f. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- g. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
9. City acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
10. City certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the

direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.

11. City's Contract Manager for this Agreement is Lucas Hillier, Office of Management and Finance, Homelessness/Urban Camping Impact Reduction Program Manager (HUCIRP), lucas.hillier@portlandoregon.gov, 503-823-6930. City's Contract Manager or designee will coordinate with State's Contract Manager and manage service providers providing services to the City for this Agreement. City shall notify State in writing of any contact information changes during the term of this Agreement.
12. City's Agreement Representative is Seraphie Allen, Office of Mayor Wheeler, seraphie.allen@portlandoregon.gov, 503-823-1185, who will be authorized to work with State's Agreement Representative to resolve conflicts that cannot be resolved by the Parties' Contract Managers and to negotiate amendment. City shall notify State in writing of contact changes during the term of this Agreement, and may designate an alternate Agreement Representative in writing at any time.

STATE OBLIGATIONS

1. State shall retain jurisdiction and control over the Right-of-Way and will continue its regular maintenance activities (e.g., mowing, and removing litter not associated from illegal camping activities) on its Right-of-Way.
2. State shall provide Services related to removal, storage and disposal of Personal Property deposited or left upon any Right-of-Way identified in Exhibit A-2 until April 1, 2019 and Right-of-Way identified in Exhibit A-3 until July 1, 2019. For consistency and multi-jurisdictional alignment of clean up processes within the Portland city limits, State agrees to follow the procedures set forth in Exhibit B for removal of Personal Property on Right-of Way.
3. State will provide City with an advance schedule of construction and maintenance activities planned to occur upon Right-of-Way.
4. State shall provide Right-of-Way-related information, guidance or maps for any Services or Impact Reduction Services performed on Right-of-Way upon request by City, so City can have information to be familiar with the area (i.e., general site condition, geographic locations, terrain and access challenges, etc.) in order to perform Services.
5. State authorizes City to enter onto Right-of-Way to perform Services and Impact Reduction Services on the Right-of-Way under this Agreement, according to the phased schedule set forth in Terms of Agreement Paragraph 2. State will provide reasonable administrative and operational support to City when requested for servicing locations that may pose transportation related hazards to City or City's contractors.
6. State reserves the right to perform Services on Right-of-Way in the following circumstances:

- a. If City or City's contractors are unable to perform adequate Services or to ensure compliance with ODOT's current Stewardship and Oversight Agreement with the Federal Highway Administration. State will notify City and provide City with a reasonable opportunity to perform Services prior to taking action under this subsection. State shall provide to City notice of performance default in writing that provides specificity of the performance deficiency.
 - b. When there is an immediate danger to human life or safety or an exceptional emergency such as possible site contamination by Hazardous or Contaminated Materials or law enforcement has reason to believe that illegal activities are occurring.
 - c. When State provided City an advance schedule of planned highway and Right-of-Way maintenance or construction activities and City has not completed Services by the date of planned maintenance or construction activity.
7. State's Contract Manager for this Agreement is Ted Miller or the Region 1 Maintenance and Operations Manager, (503)731-8559, Theodore.C.MILLER@odot.state.or.us. State's Contract Manager shall work cooperatively with City's Contract Manager. State shall notify City in writing of any contact information changes during the term of this Agreement.
8. State's Agreement Representative is Rian Windsheimer or the Region 1 Manager, (503) 731-8256, Rian.M.Windsheimer@odot.state.or.us who will be authorized to work with City's Agreement Representative to resolve conflicts that cannot be resolved by the Parties' Contract Managers and to negotiate Agreement amendment. State shall notify City in writing of contact changes during the term of this Agreement, and may designate an alternate Agreement Representative in writing at any time.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by State, under any of the following conditions:
 - a. If City fails to provide Services or Impact Reduction Services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If City fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State, fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
 - e. If State determines this Agreement has not had a significant positive impact on the number of camps or public safety on Right-of-Way.
- 3. City may terminate this Agreement effective upon delivery of written notice to State, or at such later date as may be established by City, under any of the following conditions:
 - a. If State fails to tender payment as called for by this Agreement within the time specified herein or any extension thereof.
 - b. If State fails to perform any of the other provisions of this Agreement, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such longer period as City may authorize.
- 4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or City with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- 6. Except as otherwise provided in City Obligations, Paragraph 3, with respect to a Third Party Claim for which State is jointly liable with City (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by City in such proportion as is appropriate to reflect the relative fault of State on the one hand and of City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of City on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

7. With respect to a Third Party Claim for which City is jointly liable with State (or would be if joined in the Third Party Claim), City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of City on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of City on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. All employers, including State and City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. State and City shall ensure that each of its subcontractors complies with these requirements.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.
11. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

City/State
Agreement No. 33236

THE PARTIES, by execution of this Agreement, hereby acknowledge their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF PORTLAND, Office of Management and Finance

STATE OF OREGON, by and through its Department of Transportation

By Carmen Merlo
Print Name: Carmen Merlo
Title DCAO

By _____
Matthew L. Garrett, Director

Date 12-19-18

Date _____

APPROVAL TO FORM
APPROVED AS TO FORM

APPROVAL RECOMMENDED

By Marcy Hillier
City Attorney **CITY ATTORNEY**

By _____
Title _____
Date _____

Date 12/19/18

By _____
Title _____
Date _____

City Contacts:

Contract Manager:
Lucas Hillier, Program Manager
City of Portland
Homelessness/UrbanCamping Impact Reduction Program
1001 SW 5th Avenue, 5th floor
Portland, Oregon 97204
503-823-6930
Lucas.hillier@portlandoregon.gov

By _____
Title _____
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

Agency Representative:
Seraphie Allen, Policy Advisor
Office of Mayor Ted Wheeler
1221 SW 4th Avenue, Room 340
Portland, Oregon 97204
503-823-1185
Seraphie.allen@portlandoregon.gov

By _____
Assistant Attorney General
Date _____

State Contacts:

Contract Manager:
Ted Miller, Region 1 Maintenance and Operations Manager

City/State
Agreement No. 33236

THE PARTIES, by execution of this Agreement, hereby acknowledge their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF PORTLAND, Office of Management and Finance

By _____
Print Name: _____
Title _____
Date _____

APPROVAL TO FORM

By _____
City Attorney
Date _____

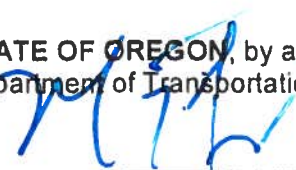
City Contacts:

Contract Manager:
Lucas Hillier, Program Manager
City of Portland
Homelessness/UrbanCamping Impact Reduction Program
1001 SW 5th Avenue, 5th floor
Portland, Oregon 97204
503-823-6930
Lucas.hillier@portlandoregon.gov


Agency Representative:


Seraphie Allen, Policy Advisor
Office of Mayor Ted Wheeler
1221 SW 4th Avenue, Room 340
Portland, Oregon 97204
503-823-1185
Seraphie.allen@portlandoregon.gov

STATE OF OREGON, by and through its Department of Transportation

By 
Matthew L. Garrett, Director
Date 12-21-18

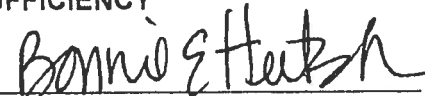
APPROVAL RECOMMENDED

By 
Title RMOM
Date 12/20/18

By 
Title Region 1 Manager
Date 12/20/2018

By _____
Title _____
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By 
Assistant Attorney General
Date 12-19-2018

State Contacts:

Contract Manager:
Ted Miller, Region 1 Maintenance and Operations Manager

City/State
Agreement No. 33236

123 N.W. Flanders St.
Portland, OR 97209
(503)731-8559,
Theodore.C.MILLER@odot.state.or.us.

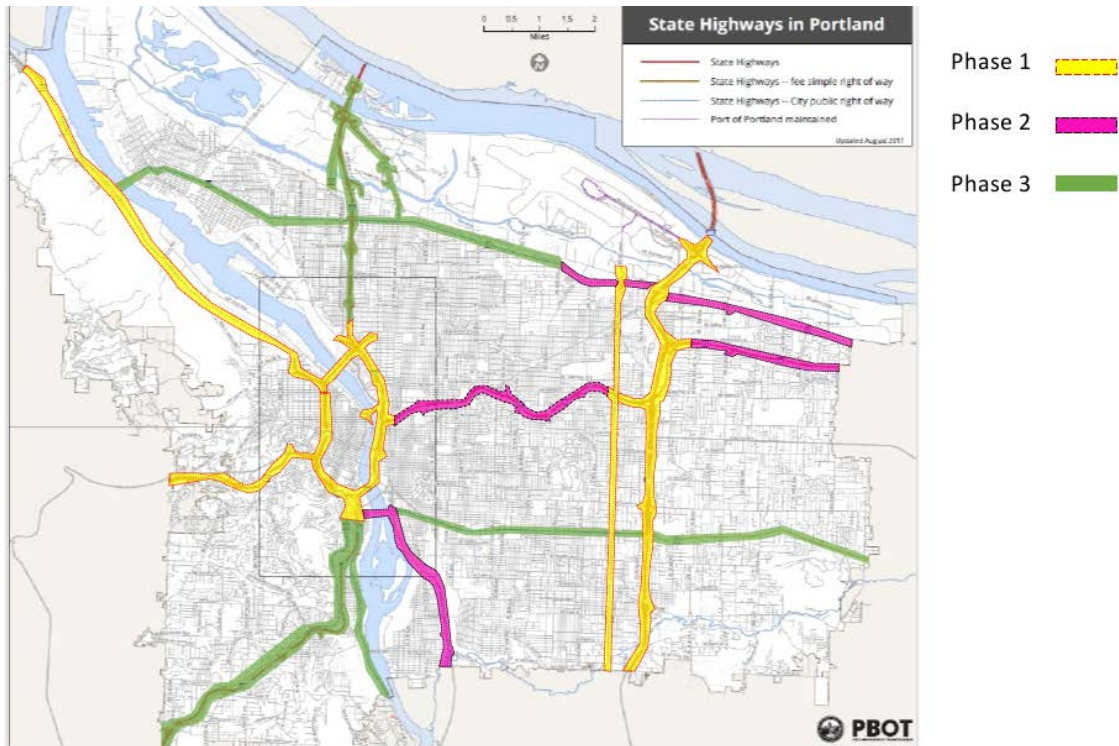
State Representative:

Rian Windsheimer, Region 1 Manager
123 N.W. Flanders St .
Portland, OR 97209
(503)731-8256,
Rian.M.Windsheimer@odot.state.or.us

Exhibit A

Note: The Parties may augment the Right-of-Way boundaries during the term of this Agreement with updates or supplements to Exhibits A, A-1, A-2, and A-3, by amending this Agreement as needed.

Map of Phased Implementation of Services



For the Parties' convenience, the following is a complete list of all Right-of-Way upon which City will perform Services after July 1, 2019, upon implementation of all three phases:

1. Interstate-5 (I-5): Multnomah/Washington County Line to N Hayden Island Dr (Mp 293.43 - 308.01)
 - a. M6264430: Multnomah/Washington County Line to East end of the Marquam Bridge (Mp 293.43 - 300.00)
 - b. M6264429: East end of the Marquam Bridge to N Hayden Island Dr (Mp 300.00 - 308.01)
2. Interstate-84 (I-84): Junction with I-5 to NE 162nd Ave (Mp 0.00 - 12.13)
 - a. M6264405: Junction with I-5 to NE 162nd Ave (Mp 0.00 - 12.13)
3. Interstate-205 (I-205): Multnomah/Clackamas County Line to Glenn Jackson Bridge (Mp 16.57 - 24.91)

- a. M6264438: Multnomah/Clackamas County Line to Glenn Jackson Bridge (Mp 16.57 - 24.91)
4. Interstate-405 (I-405): Junction with I-5 at the Marquam Bridge to the junction with I-5 at the Fremont Bridge (Mp 0.0-4.20)
 - a. M6264435: Junction with I-5 at the Marquam Bridge to W Burnside St (Mp 0.00 - 2.20)
 - b. M6264437: W Burnside St to the Junction with I-5 at the Fremont Bridge (Mp 2.20 - 4.20)
5. Highway 26 (US-26): Junction with I-405 to the Multnomah/Washington County Line (Mp 70.92 - 74.05)
 - a. M0264415: Multnomah/Washington County Line to Highland Rd (Mp 70.92 - 72.10)
 - b. M0264416: Highland Rd to the junction with I-405 (Mp 72.10 - 74.05)
6. Highway 26 (US-26): Junction with Highway 99E (OR-99E) to SE 174 Ave (Mp 1.00 - 9.96)
 - a. M0264410: Junction with OR-99E to SE Powell Blvd (Mp 1.00 - 5.04)
 - b. M0264406: SE Powell Blvd to SE 174 Ave (Mp 5.04 - 9.96)
7. Highway 30 (US-30): Junction with I-405 to NW Harborton Dr (Mp 0.95 - 9.65)
 - a. M0264408: Junction with I-405 to NW Harborton Dr (Mp 0.95 - 9.65)
8. Highway 30 Bypass (US-30BY): Junction with US-30 to NE 165th Ave (Mp 0.00 - 14.76)
 - a. M1264464: Junction with US-30 to NE 60th Ave (Mp 0.00 - 9.20)
 - b. M1264466: NE 60th Ave to NE 165th Ave (Mp 9.20 - 14.7)
9. Highway 43 (OR-43): Junction with US-26 to SW Radcliffe Rd (Mp 0.00 - 3.64)
 - a. M0264403: Junction with US-26 to SW Radcliffe Rd (Mp 0.00 - 3.64)
10. OR-99E: Junction with US-26 to the Multnomah/Clackamas County Line (Mp 1.45 - 4.59)
 - a. M0264427: Junction with US-26 to the Multnomah/Clackamas County Line (Mp 1.45 - 4.59)
11. OR-99E: Junction with US-30BY to the junction with I-5 (Mp -3.75 - -6.09)
 - a. M0264426: Junction with US-30BY to the junction with I-5 (Mp -3.75 - -6.09)
12. Highway 99W (OR-99W): Junction with I-5 to N Argyle St (Mp -5.98 - -4.75)
 - a. M0264419: Junction with I-5 to N Argyle St (Mp -5.98 - -4.75)
13. OR-99W: Steel Bridge (Mp -0.44 - -0.29)
 - a. M0264419: Steel Bridge (Mp -0.44 - -0.29)

City/State
Agreement No. 33236

14. OR-99W: Junction with I-405 to SW 65th Ave (Mp 1.24 - 7.61)
 - a. M0264420: Junction with I-405 to the Multnomah/Washington County Line (Mp 1.24 - 7.61)

15. Highway 213 (OR-213): NE Columbia Blvd to the Multnomah/Clackamas County Line (Mp 0.00 - 7.23)
 - a. M0264432: NE Columbia Blvd to SE Powell Blvd (Mp 0.00 - 4.75)
 - b. M0264405: SE Powell Blvd to the Multnomah/Clackamas County Line (Mp 4.75 - 7.23)

Exhibit A-1

Right-of-Way Boundaries – Effective January 1, 2019

Phase 1

1. Interstate-5 (I-5): East End of the Marquam Bridge to N. Fremont St (Milepost (Mp) 300.00 - 303.44)
 - a. M6264429: East End of the Marquam Bridge to N. Fremont St (Mp 300.00 - 303.44)
2. Interstate-205 (I-205): Multnomah/Clackamas County Line to Glenn Jackson Bridge (Mp 16.57 - 24.91)
 - a. M6264438: Multnomah/Clackamas County Line to Glenn Jackson Bridge (Mp 16.57 - 24.91)
3. Interstate-405 (I-405): Junction with I-5 at the Marquam Bridge to the junction with I-5 at the Fremont Bridge (Mp 0.0 - 4.20)
 - a. M6264435: Junction with I-5 at the Marquam Bridge to W Burnside St (Mp 0.00 - 2.20)
 - b. M6264437: W Burnside St to the junction with I-5 at the Fremont Bridge (Mp 2.20 - 4.20)
4. Highway 26 (US-26): Junction with I-405 to the Multnomah/Washington County Line (Mp 70.92 - 74.05)
 - a. M0264415: Multnomah/Washington County Line to Highland Rd (Mp 70.92 - 72.10)
 - b. M0264416: Highland Rd to the junction with I-405 (Mp 72.10 - 74.05)
5. Highway 30 (US-30): Junction with I-405 to NW Harborton Dr (Mp 0.95 - 9.65)
 - a. M0264408: Junction with I-405 to NW Harborton Dr (Mp 0.95 - 9.65)
6. Highway 213 (OR-213): NE Columbia Blvd to the Multnomah/Clackamas County Line (Mp 0.00 - 7.23)
 - a. M0264432: NE Columbia Blvd to SE Powell Blvd (Mp 0.00 - 4.75)
 - b. M0264405: SE Powell Blvd to the Multnomah/Clackamas County Line (Mp 4.75 - 7.23)
7. Highway 99W (OR-99W): Steel Bridge (Mp -0.44 - -0.29)
 - a. M0264419: Steel Bridge (Mp -0.44 - -0.29)

Highway charge numbers are listed above for each roadway segment. For work performed under a bridge, the letter “B” must be added to the end of the charge number. City shall include the relevant highway charge numbers on each invoice.

Exhibit A-2

Right-of-Way Boundaries – Effective April 1, 2019

Phase 2

1. Interstate-84 (I-84): Junction with I-5 to NE 162nd Ave (Mp 0.00 - 12.13)
 - a. M6264405: Junction with I-5 to NE 162nd Ave (Mp 0.00 - 12.13)
2. Highway 30 Bypass (US-30BY): NE 60th Ave to NE 165th Ave (Mp 9.20-14.76)
 - a. M1264466: NE 60th Ave to NE 165th Ave (Mp 9.20 - 14.76)
3. Highway 99E (OR-99E): Junction with US-26 to the Multnomah/Clackamas County Line (Mp 1.45 - 4.59)
 - a. M0264427: Junction with US-26 to the Multnomah/Clackamas County Line (Mp 1.45 - 4.59)

Highway charge numbers are listed above for each roadway segment. For work performed under a bridge, the letter “B” must be added to the end of the charge number. City shall include the relevant highway charge numbers on each invoice.

Exhibit A-3

Right-of-Way Boundaries – Effective July 1, 2019

Phase 3

1. I-5: N Fremont St to N Hayden Island Dr (Mp 303.44 - 308.01)
 - a. M6264429: N Fremont St to N Hayden Island Dr (Mp 303.44 - 308.01)
2. I-5: Multnomah/Washington County Line to the East end of the Marquam Bridge (Mp 293.43 - 300.00)
 - a. M6264430: Multnomah/Washington County Line to the East end of the Marquam Bridge (Mp 293.43 - 300.00)
3. US-26: Junction with OR-99E to SE 174 Ave (Mp 1.00 - 9.96)
 - a. M0264410: Junction with OR-99E to SE Powell Blvd (Mp 1.00 - 5.04)
 - b. M0264406: SE Powell Blvd to SE 174 Ave (Mp 5.04 - 9.96)
4. US-30BY: Junction with US-30 to NE 60th Ave (Mp 0.00 - 9.20)
 - a. M1264464: Junction with US-30 to NE 60th Ave (Mp 0.00 - 9.20)
5. OR-99E: Junction with US-30BY to the junction with I-5 (Mp -3.75 - -6.09)
 - a. M0264426: Junction with US-30BY to junction with I-5 (Mp -3.75 - -6.09)
6. OR-99W: Junction with I-5 to N Argyle St (Mp -5.98 - -4.75)
 - a. M0264419: Junction with I-5 to N Argyle St (Mp -5.98 - -4.75)
7. OR-99W: Junction with I-405 to SW 65th Ave (Mp 1.24 - 7.61)
 - a. M0264420: Junction with I-405 to the Multnomah/Washington County Line (Mp 1.24 - 7.61)
8. Highway 43 (OR-43): Junction with US-26 to SW Radcliffe Rd (Mp 0.00 - 3.64)
 - a. M0264403: Junction with US-26 to SW Radcliffe Rd (Mp 0.00 - 3.64)

Highway charge numbers are listed above for each roadway segment. For work performed under a bridge, the letter “B” must be added to the end of the charge number. City shall include the relevant highway charge numbers on each invoice.

Exhibit B

Procedure for Notification and Removal and Storage of Personal Property located on State Right-of Way within the Portland City Limits

1. Risk Assessment

Prior to posting to remove Personal Property, City or City's contractor will conduct a Risk Assessment using City's Risk Assessment matrix. City will analyze Risk Assessment data from each site to prioritize cleanup Services performed under this Agreement in a manner that is compatible with ODOT-planned highway and Right-of-Way operations, maintenance and construction activities.

2. Notice

Notices shall be posted before removing Personal Property. Each Notice shall comply with all of the following:

- a. Notice will be made of durable material and be securely posted within 30 feet of the personal property to be removed.
- b. Notice will provide the date the Notice is posted and the date upon which Personal Property removal may begin. Notice will be posted at least 48 hours in advance of proposed cleanup, except:
 - (1) When there are grounds for law enforcement to believe that illegal activities other than camping are occurring. The Parties agree that "illegal activities" for the purposes of this Agreement will not be determined only based on an individual's non-housing (homeless) status; or
 - (2) If there is exceptional emergency such as possible site contamination by Hazardous or Contaminated Materials; or
 - (3) When there is immediate danger to human life or safety.
- c. Notice will provide a description of:
 - (1) How an individual may access Personal Property that is removed and stored; and,
 - (2) The length of time the Personal Property will be stored before it is disposed of, and
 - (3) Provisions related to the disposition of unclaimed property
- d. Notice will state that it expires 10 days after the the notice is posted.
- e. Notice will be in English and Spanish.

3. Response Time

- a. Personal Property shall be removed no less than 48 hours but not more than 10 days after posting.

- b. With the exception of situations involving illegal activity, emergency, or a risk to human life or safety, Personal Property will not be removed while a Severe Weather Condition exists.

4. Inventory and Storage of Personal Property

- a. Personal Property will be inventoried and stored. Property that is in an Unsanitary Condition, Hazardous or Contaminated Materials, or poses immediate danger to human life or safety shall not be required to be inventoried and stored. Weapons, drug paraphernalia and items that appear to be either stolen or evidence of a crime will be given to law enforcement.
- b. The inventory listing will include, at minimum:
 - (1) Approximate location, date of posting of written notice and the date when Personal Property is removed.
 - (2) Basic description of each item of Personal Property, such as the type of item, color, brand name (if known), and marks thereon that can assist in identifying the owner.
- c. Personal Property will be photographed.
- d. Personal Property will be transported to a storage facility reasonably accessible, and within Portland metro area
- e. Containers, such as backpacks, or boxes that contain Personal Property will be inventoried, sealed at the site and taken to storage.

5. Individuals Present at Site

- a. Persons present at the site may be asked to gather and remove Personal Property and to leave the site.
- b. Law enforcement may be called for assistance to remove any person who remains at the site after being told to leave.
- c. Upon written consent of an arrested person, Personal Property belonging to the arrested person may be immediately gathered, removed, and stored.

6. Coordination with Social Services

Social services agencies must be notified of the proposed schedule to post and remove Personal Property from Right- of- Way except where there is an occurrence of illegal activity other than camping, an emergency, or a risk to human life or safety. All other coordination with social services agencies falls outside the scope of this Agreement, and if performed by City, shall be paid for by City at its own expense.

EXHIBIT C
STATEMENT OF WORK

1. Service Area

Impact Reduction Services shall be performed on Right-of-Way located within the Portland City Limits. Services shall be performed on the Right-of-Way identified in Exhibits A-1, A-2 and A-3 in accordance with the schedule identified in Terms of Agreement 2.

2. Work and Deliverables

2.1. City will complete the Services and Impact Reduction Services upon Right-of-Way, consistent with the procedures in Exhibit B.

2.2 Workforce

2.2.1. City will provide employees or contractors that are trained and experienced in personal security methods and procedures and proper handling of Hazardous or Contaminated Materials.

2.2.2. City or City's contractors will provide and coordinate all labor, materials, tools, equipment, transportation, and supplies required to perform the Services. City or City's contractors will coordinate all parties necessary to perform the Services.

2.2.3. City will ensure that its employees and contractors conduct themselves in a courteous and business-like fashion.

2.2.4. City will ensure that its employees or contractors are familiar with the general site conditions, geographic locations, terrain and access challenges of the Right-of-Way.

2.2.5. City shall ensure that its employees and contractors wear appropriate Personal Protective Equipment for the work performed and carry sufficient identification to show where they are employed and display it upon request.

2.3. Coordination and Communication

2.3.1. City will conduct Risk Assessments using the City's Risk Assessment matrix and analyze data to prioritize sites for clean-up activities upon Right-of-Way located within City Limits in a manner that is compatible with ODOT-planned highway and Right-of-Way operations, maintenance and construction activities. Risk Assessments will be conducted no less than once a week. City will provide the State's Contract Manager with the Risk Assessment priorities upon completion of prioritization.

2.3.2. Location Verification

Prior to posting Notice, City or City's contractor will verify that the site where City will be performing Services is located within the Right-of-Way as set forth in

Terms of Agreement Paragraph 2. State's Contract Manager will be available to assist when requested.

2.3.3. Weekly Schedule

City will send an electronic schedule of the Services planned to be performed the following week to State's Contract Manager. The schedule shall include:

- a. Location of planned Services and estimated date that the Services will be provided;
- b. Requests to State to coordinate Services that will be performed off - hours, on weekends or on holidays; and
- c. Requests for technical assistance from State necessary to perform Services at site. Examples include but are not limited to the need for traffic control or the removal of physical barriers.

2.3.4. Weekly Progress Reports

City will send an electronic progress report each week to State's Contract Manager. The Report shall include:

- a. List of Services completed at posted sites;
- b. List of Services that could not be completed as anticipated by the Weekly Schedule;
- c. Documentation of the removal, cleanup and disposal of hazardous or contaminated materials that occurred;
- d. Log of calls to law enforcement;
- e. Documentation of Impact Reduction Services provided upon Right-of-Way; and
- f. Identification of work needed to remediate or abate damage to the sites after Services have been performed. (i.e. trim shrubs and vegetation, cleanup of rivers or streams if affected, etc.). State will perform remediation and abatement work to State standards and specifications.
- g. City's analysis of Risk Assessment data and recommendations regarding prioritization of cleanup activities on Right-of-Way.

2.3.5. Notification of Use of Law Enforcement

City will notify State's Contract Manager when law enforcement is called to a site as quickly as possible, but no later than 12 hours after the event.

2.4 Storage of Personal Property

City or City's contractors shall store Personal Property removed from the Right-of-Way in the storage facilities identified in Terms of Agreement Paragraph 7.

2.5 Disposition of Trash, Hazardous or Contaminated Materials and Illegal Contraband

2.5.1 City shall be responsible for the disposition of all trash and debris collected under this Agreement.

2.5.2. City or City's contractors will collect and dispose of trash and debris at a landfill or transfer facility.

2.5.3. City or City's contractors shall handle and dispose of Hazardous or Contaminated Materials in compliance with applicable federal, state, and local laws.

2.5.4. City or City's contractors shall contact local law enforcement to dispose of Illegal Contraband discovered while performing Services.

2.6. General Practices

2.6.1. If criminal activity is observed, City will report crimes to local law enforcement and notify the State's Contract Manager of the observation and report.

2.6.2. If City or City's contractors discover that a posted notice is removed during the waiting period between posting the notice and cleanup, City or City's contractor shall replace the notice promptly and document the replacement effort.

2.6.3 City or City's contractors shall perform traffic control activities along State highways and multi-use paths in accordance with the version of the Manual on Uniform Traffic Control Devices (MUTCD) and Oregon Supplements and the Oregon Temporary Control Handbook (OTTCH) in place at the time the work is performed. City or City's contractor shall not close roadway shoulders or lanes of travel on a State highway without written approval from ODOT.

2.7. Frequency and Scheduling of Services and Impact Reduction Services.

2.7.1. City Contract Managers will schedule and coordinate Impact Reduction Services related to the distribution of trash bags and removal of trash bags from active camps within the Right-of-Way.

a. As part of these Impact Reduction Services, City or City's contractors will provide specially marked trash bags to persons for voluntary trash collection. Trash bags with collected trash will be removed by City or City's contractors.

b. The frequency of these Impact Reduction Services and identification of normal routes or special call-outs will be subject to adjustment as determined by the Contract Managers.

2.7.2 City's Contract Manager will schedule Services in manner consistent with Exhibit B and compatible with highway and Right-of-Way operations, maintenance, and construction activities.

2.8 Deliverables. City shall deliver the following reports to State:

2.8.1. Weekly Progress Reports as described in Section 2.3.4 of this Exhibit C.

2.8.2. Quarterly reports that update progress to meet performance measures as described in City Obligations Paragraph 1 of this Agreement.

2.8.3. Annual report summarizing progress for meeting performance measures, list of actions undertaken and completed within the Right-of-Way under this Agreement and the amount of money expended, as described in City Obligations Paragraph 1.

2.9. All Deliverables and resulting work products from this Agreement will become the property of State.

3. Fixed and Variable Costs and Reimbursable Expenses

The combined total of the fixed costs, variable costs, reimbursable expenses, and City markup paid by ODOT under this Section 3 shall not exceed \$1,000,000 in the 2018-19 fiscal year and \$2,000,000 in each fiscal year thereafter. All costs in excess of \$1,000,000 in the 2018-19 fiscal year or \$2,000,000 in each fiscal year thereafter shall be documented and paid by City. City shall provide such documentation to ODOT upon request.

3.1 Fixed Costs

3.1.1. Storage of Personal Property.

It has been determined that storage of Personal Property from ODOT Right-of-Way will account for approximately 15% of City's total costs for Storage of Personal Property removed within the City. ODOT will be assessed its proportional share at 15% for Storage of Personal Property. This is estimated to be an annual cost of approximately \$11,250.00 and will be paid in full by State by June 30 of each year. For the 2018-2019 fiscal year, this amount shall be a prorated amount of \$5,625.00.

3.1.2. Impact Reduction Services upon Right-of-Way.

It has been determined that the provision of Impact Reduction Services upon State Right-of-Way, will require one Team as described under City price agreement 31000832. A Team is equipped with a truck, trailer, cell phone and supplies need to perform cleaning and is staffed with two individuals who will work 40 hours a week. This is estimated to be an annual cost of \$140,000.00 for

each Team. ODOT will be assessed \$11,666.66 each month for each Team for these fixed costs for Impact Reduction Services.

3.1.3. Project Management

City has determined that City's Project Management Costs to provide Impact Reduction Services and Services upon ODOT Right-of-Way will account for approximately 15% of City's total annual cost for project management. Project management includes services provided by the City's Contract manager and up to two assistants in the City's Homelessness/Urban Camping Impact Reduction Program. These services include communications with the State's Contract Manager, coordination of services, preparing reports and deliverables and other duties assigned under this Agreement. The State's 15% proportionate share of the cost for project management is \$86,250.00 each year. State will be assessed \$7,187.50 each month for for the fixed costs for project management.

3.2. Variable Costs.

3.2.1. Hourly Rates for performance of Services.

City's variable costs consist of labor prices billed per hour by City's contractor providing Services. City shall invoice State for actual hourly labor costs billed by its contractor, except that City shall not invoice ODOT for any labor costs billed by City's contractor which include overtime premium rates without prior written approval from State's Contract Manager.

3.2.2. Maximum Hourly Rates for the Performance of Services.

For the months of the Agreement that fall within the 2018-2019 fiscal year, City will not invoice ODOT for hourly labor costs above the following maximum rates:

Assistant Technician (non-supervisory staff person who collects, inventories, labels or stores Personal Property): Maximum hourly rate: \$59.00.

Lead Technician (supervisor of two or more staff persons): Maximum hourly rate: \$89.00.

3.3. Other Reimbursable Expenses:

Actual costs to dispose of trash, debris, and Hazardous or Contaminated Materials collected from the Right-of-Way. State will reimburse City for its actual costs for disposal of trash, debris, and Hazardous or Contaminated Materials collected from the Right-of-Way. Reimbursement requires a receipt submitted with the invoice for payment. State shall not reimburse City for any travel or other expenses not listed above.

4. Invoicing

4.1. Invoices for fixed and variable costs. City shall submit monthly invoices to State's Contract Manager for fixed and variable costs incurred. Each monthly

invoice will include the total fixed and variable costs for Services provided within the month. City will provide copies of vendor invoices and other information from City's financial system to support each invoice.

4.2. Requests for Reimbursement of Expenses. City shall submit requests for reimbursement of eligible expenses each month. Expenses eligible for reimbursement must be documented with a receipt. Requests for reimbursement of expenses may be attached to the monthly invoice for Services.

4.3. The Parties recognize that invoices and requests for reimbursement to ODOT may include only expenditures which comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Under no circumstances will City invoice State for any cost, fixed or variable, or seek reimbursement of expenses which may not lawfully be paid out of the Highway Trust Fund established in Article IX, Section 3a of the Oregon Constitution.

4.4. If State determines at any time that a City invoice issued under this Agreement contained an expense which could not lawfully be paid out of the Highway Trust Fund ("Ineligible Expense"), State shall notify City in writing of the invoice date and the dollar amount of the Ineligible Expense(s). If the invoice has not yet been paid, City shall remove the Ineligible Expense from the invoice and reissue the invoice. If the invoice has been paid, City shall issue a refund to State for the full amount of the Ineligible Expense within 30 days of State's written notice. This provision shall survive termination of this Agreement.

4.5. Questions about invoices can be directed to City's Contract Manager or Kristin Johnson (Kristin.johnson@portlandoregon.gov; 503-823-5707). City may notify State of any changes to the contact for invoice questions by sending written notice to State's Contract Manager.

Exhibit D
DESIGNATION OF PERSON-IN-CHARGE


This designation of "Person-in-Charge" is made by the State of Oregon, acting by and through the Department of Transportation (ODOT), in conjunction with the **Intergovernmental Agreement for Property Clean Up Services** (Agreement No. 33236) between ODOT and the City of Portland, acting by and through its Office of Management and Finance, in which the Parties agree the City will perform property clean up services for ODOT, through its authorized representative and undersigned, designates the City to act as the "Person-in-Charge" under ORS 164.205(5) for the purposes of ejecting or ordering persons to leave ODOT real property and requesting law enforcement assistance to remove and/or initiate arrest of any persons for Criminal Trespass or other criminal violations during the clean-up services. This designation is effective during the term of the Intergovernmental Agreement for Property Clean Up Services and through any extension of the agreement.

The City representatives who will carry out the Person-in-Charge responsibility are:

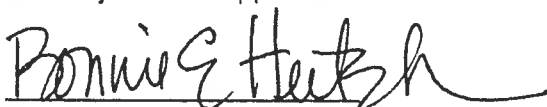
- The City employees assigned to the positions of City's Program Manager of the Homelessness/Urban Camping Impact Reduction Program (HUCIRP) and HUCIRP Program Assistant. Currently, the HUCIRP Program Manager is Lucas Hillier, 503-823-6930, and the HUCIRP Program Coordinators are Jonathan Lewis, 503-823-3328, and Katherine Lindsay, 503-823-6928. Administrative updates of employee(s) assigned to these positions will be in writing and will supplement this Person in Charge Designation.
- Any police officer of the Portland Police Bureau.

Authorized By:
State of Oregon
Department of Transportation, Region 1

Accepted by:
City of Portland
Office of Management and Finance

Signature: 
Name: TED C MILLER JR
Title: PMOUM
Date: 12/20/19

Signature: _____
Name: _____
Title: _____
Date: _____

Attorney Review/Approval:

Bonnie Heitsch, Assistant Attorney General
Oregon Department of Justice

Attorney Review/Approval:

Linda Law, Sr. Deputy City Attorney
Portland City Attorney's Office

Exhibit D
DESIGNATION OF PERSON-IN-CHARGE

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The City representatives who will carry out the Person-in-Charge responsibility are:

- The City employees assigned to the positions of City's Program Manager of the Homelessness/Urban Camping Impact Reduction Program (HUCIRP) and HUCIRP Program Assistant. Currently, the HUCIRP Program Manager is Lucas Hillier, 503-823-6930, and the HUCIRP Program Coordinators are Jonathan Lewis, 503-823-3328, and Katherine Lindsay, 503-823-6928. Administrative updates of employee(s) assigned to these positions will be in writing and will supplement this Person in Charge Designation.
- Any police officer of the Portland Police Bureau.

Authorized By:
State of Oregon
Department of Transportation, Region 1

Accepted by:
City of Portland
Office of Management and Finance

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: Carmen Merlo
Name: Carmen Merlo
Title: DCAO
Date: 12-19-18

Attorney Review/Approval:

Attorney Review/Approval:

Bonnie Heitsch, Assistant Attorney General
Oregon Department of Justice

Linda Law 12/19/18
Linda Law, Sr. Deputy City Attorney
Portland City Attorney's Office

Exhibit E
External Communications Plan

Public Communications (PR) – The Parties will jointly prepare formal press releases related to this Agreement.

ODOT through its *Ask ODOT* program shall forward reports related to camping within the Right-of-Way to City's OpenPoint of Contact by filling out a report on either www.pdxreporter.org or www.portlandoregon.gov/campsites or by calling (503) 823-4000. ODOT will be responsible for ensuring its *Ask ODOT* personnel have sufficient information to direct to the City only those questions or concerns pertaining to the Right-of-Way covered by this Agreement.