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**INTERGOVERNMENTAL AGREEMENT OF JANUARY, 2002 REGARDING
BUS RAPID TRANSIT
BETWEEN THE CITY OF EUGENE (CITY)
AND LANE TRANSIT DISTRICT (LTD)**

This Intergovernmental Agreement (IGA) sets forth the general terms of an agreement between the City and LTD.

WHEREAS, City and LTD have agreed to work cooperatively to design, construct, and maintain a Pilot Project of the Bus Rapid Transit (BRT) system; and

WHEREAS, City and LTD have agreed to work cooperatively on the planning for future improvements to the Pilot Project and on future BRT corridors within the City.

NOW, THEREFORE, the parties hereby agree as follows:

I. DEFINITION OF TERMS

The terms within this agreement have the following meanings:

1. **"BRT Policy Team"** means the policy team composed of high-level managers from the City and LTD as selected by each of them.
2. **"BRT Steering Committee"** means the advisory committee composed of: three LTD Board members; one policy-level representative from each of the City, City of Springfield, and Lane County; a management-level representative from the Oregon Department of Transportation (ODOT); and two citizen representatives.
3. **"City"** means the City of Eugene.
4. **"Conceptual Design"** means the Project design, as set forth as Attachment B, existing as of the date of this Agreement, to which all governmental stakeholders have given preliminary approval.
5. **"Design Team"** means the team composed of architects, engineers, and other needed disciplines to be engaged by LTD.
6. **"PEPI Process"** means the City's regulatory design review, compliance and inspection process for privately-engineered public improvements, including all permitting and fee requirements generally applicable to construction in the public right-of-way and of public improvements, generally.
7. **"Project"** means the Pilot Project, as defined in Section II.A.
8. **"Significant Changes"** means those design decisions or changes to a prior approved design, which the Eugene members of the BRT Policy Team identify as requiring approval by the Eugene Planning Commission.
9. **"TAC"** means the currently established Technical Advisory Committee responsible for design recommendations during construction of the Project.
10. **"Within the City"** means inside the City's municipal boundary or otherwise under City jurisdiction.

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CITY RECORDER

II. DESIGN OF PILOT PROJECT

A. *Definition of Pilot Project.*

The Pilot Project (Project) shall create a bus rapid transit system that connects downtown Eugene and downtown Springfield and neighborhood connector service in the Laurel Hill and Fairmount neighborhoods of the City of Eugene. All governmental stakeholders have given preliminary approval of the Project's conceptual design ("Conceptual Design"). The Project includes the design and construction by LTD of bus lanes, bus guideways, bus stations, transit signal priority, landscaping, bicycle and pedestrian enhancements, and other corridor improvements. Design of the Project shall require collaboration by and between LTD and the City, the City of Springfield, Lane County, and the Oregon Department of Transportation (ODOT).

B. *Scheduling.*

The parties acknowledge and agree that scheduling is a critical component of the Project. Included as Attachment A to this Agreement is the agreed schedule for completion of the Project. City and LTD shall use their best efforts to meet the agreed schedule set forth in Attachment A.

C. *Project Issues*

The following list of Project issues within the City limits is to be worked on collaboratively by LTD and the City during the design phase and prior to beginning the construction phase. With agreement of both parties, additional items may be added to the list as the design proceeds:

1. Cost distribution and utilization of federal funds, including opportunities for the City to receive reimbursement for technical consulting and other services provided by City staff
2. Tree preservation
3. Design of guideways
4. Design of stations
5. Pedestrian safety, amenities, barriers and sidewalks
6. Bicycle facilities
7. Traffic control devices
8. Lighting
9. Landscaping
10. Right-of-way ownership and use
11. Signal management
12. Property acquisition for additional landscaping
13. Mitigation to minimize impacts of storm water quantity and quality
14. Resolution of historic resources subject to Section 106 of the National Historic Preservation Act of 1966, as amended; and
15. Impact on access to properties abutting the route.

During the design phase, the City will defer to LTD on the following transit issues:

1. Structural and aesthetic design of the transit stations;
2. Technical requirements of bus guideways and bus lanes, and
3. Vehicle selection, consistent with the LTD Board resolution approved on September 20, 2000.

During the design phase, LTD will defer to the City on the following design issues, subject to approval by ODOT for any right-of-way within the City but subject to ODOT's jurisdiction:

1. Lay-out and placement of all transit improvements and structures within the public right-of-way;
2. Traffic signal software and hardware;
3. Design of all sidewalks, bicycles lanes and crosswalks;
4. Landscaping and street trees;
5. Technical requirements and standards for all construction in or affecting the right-of-way; and
6. Impact to utilities and other infrastructure within the right-of-way.

D. Budget Process.

The estimated cost of construction of the Project shall be assessed at least three times during the design phase. Cost estimates prepared by the Design Consultants shall be reviewed to determine whether the Project can be constructed within the Project budget. Cost estimates may be made more frequently or to address newly discovered changes in conditions. LTD and the City will work collaboratively to review the Project cost estimate and identify possible changes to the design or budget. After each cost review, if the construction estimate exceeds the construction budget for the Project, LTD shall have authority to make changes to the Project which are consistent with the Conceptual Design. Where a proposed change to the Project is inconsistent with the Conceptual Design, the parties will collaborate in the use of value engineering to redesign the Project.

E. Management of Design Team.

A design team composed of architects, engineers, and other needed disciplines ("Design Team") will be engaged by LTD to prepare the final plans and specifications for the design. City technical services may also be used to accomplish some of these tasks as outlined in section F. Though the direct management of the design team will rest with LTD, LTD will assure that the final design is produced in accordance with the design mutually established by LTD and the City under Subpart II.C, and the final design for all parts of the Project for which the City has primary design control will be subject to approval by the City prior to submission to the PEPI Process. Design coordination will be at the aesthetic, policy and the technical levels. Significant Changes will be referred to the Eugene Planning Commission.

F. LTD Payment for City Engineering Services.

The City will have an opportunity to offer a proposal to provide design services, under contract to LTD, for the sections of the Project within the City. If LTD accepts the City's proposal, a separate intergovernmental agreement defining the scope of work and fees encompassed by the accepted proposal shall be negotiated and signed prior to the City providing any reimbursable design services.

G. Policy Level Coordination.

The BRT Steering Committee will provide advice, as requested by either party, on the Project design. The BRT Steering Committee will make a recommendation to the LTD Board regarding vehicle selection. The BRT Steering Committee will make recommendations to the LTD Board and Eugene City Council should substantial design issues arise within the City limits during the design phase of the Project.

H. Technical Level Coordination.

The parties anticipate that discussion of the Project at the design and technical level will occur primarily through the currently established Technical Advisory Committee (TAC) and the BRT Policy Team. LTD will provide administrative services for the TAC and BRT Policy Team. The staff membership on the TAC can be adjusted to accommodate participation by the most appropriate staff at various stages of the design process. In addition, subcommittees of the TAC shall be established, as needed, to deal with specific design issues or to address issues that are specific to a particular jurisdiction.

LTD will confer and consult with the TAC on such design details as it finds necessary during construction and on any changes affecting those design issues for which City has the primary concern, as described in Subpart II.C.

I. Design Changes to Project.

LTD and the City anticipate that there will be design changes to the Project as final design work progresses prior to construction. Significant Design Changes will require review and approval by the City Planning Commission. Once construction begins, all design changes that require a change order or affect those design issues for which the City has primary concern, as described in Subpart II.C, will be referred to the City's Project Manager.

J. Dispute Resolution.

The parties will endeavor to promptly reach consensus on all design issues during the design phase so as not to delay the construction or increase the cost of the Project. To avoid delay, design review will occur at the TAC level at the earliest possible date. To the extent that the TAC is unable to reach consensus on a Project design issue, the issue will be forwarded by the TAC to the BRT Policy Team for resolution.

III. CONSTRUCTION OF PROJECT

A. Construction Method.

Construction of the Project will be by either the more traditional "design, bid, build" method, or by a "construction management/general contractor" (CMGC) approach in which the General Contractor of the CMGC has the chance to participate in project design. The decision on the approach to use will be made by the LTD Board of Directors, with advice from the TAC.

B. Selection of the Contractor.

The LTD Board shall select the contractor.

C. Partnering.

A partnering process, that includes key design consultants, the contractor, LTD, the City, the City of Springfield, Lane County, and ODOT, will be held soon after the contractor is hired. A consultant that specializes in construction project partnering will be hired by LTD to manage the process

D. Construction Management.

LTD will be responsible for managing the construction of the Project including, but not limited to: the selection and management of consultants hired to provide technical assistance during construction; hiring and management of an owner's construction representative; and the day-to-day management of the contractor.

E. Compliance with City Procedures.

The Project will be subject to all City regulations, procedures, and permitting requirements applicable to construction within the City generally and within the public right-of-way. Without limiting the generality of the foregoing, LTD shall comply with the City's adopted procedures for privately-engineered projects known as the PEPI process (Privately Engineered Public Improvements). The PEPI process requires City review and approval of plans and specifications and periodic site and construction inspection. LTD shall confer and consult with the City on an ongoing basis with respect to the construction of the Project within the City.

F. Community Impacts During Construction.

LTD will work with the City and other partner agencies to minimize, as much as is feasible and consistent with budget considerations, disruption to the community during construction of the Project. When adverse impacts occur, LTD and the City will endeavor to provide accurate and timely information to affected businesses, residents, and users of the corridor. Efforts will also be made to resolve in an expedient manner disputes involving the public that may arise during construction. A joint staff committee, comprised of members from LTD and the City, shall be formed to provide advice with respect to addressing public questions, complaints and community outreach during and prior to this aspect of construction. The Committee will meet on an as-needed basis during Project construction.

IV. MAINTENANCE OF PROJECT IMPROVEMENTS

The City and LTD intend that there will be a separate intergovernmental agreement to clearly detail responsibility for maintenance of busways, stations, signals, landscaping, and other improvements constructed in the City's right-of-way. As a general principle, the agreement will require that LTD maintain all facilities that are used exclusively for transit, including stations, bus guideways, and bus lanes, while the City will be responsible for landscaping, sidewalks, crosswalks, traffic signals, and other "non-transit" improvements within the City's right-of-way.

V. TRANSIT SIGNAL PRIORITY

Signal priority for transit is a key component of the Project. Agreement # 97-210-20 signed by the City and LTD in 1997 stipulates the process to determine if and how transit signal priority is to be used on City traffic signals. Under this agreement, sole responsibility for decisions on changes to signal timing and phasing rest with the City. The City will provide signal priority to BRT vehicles to the extent practicable and consistent with the City's public policy and the public health and welfare.

VI. FUTURE DEVELOPMENT OF THE FRANKLIN/UO SEGMENT

Within two years after completion of the Project, subject to available funding, the City will initiate a planning process to determine possible future improvements to that portion of the Project along Franklin Boulevard. This scope of the planning process will be expanded to include the Franklin/Broadway corridor west to the Ferry Street Bridge ramps. The City will take the lead on the study, with LTD as an active participant. The study will identify future improvements to the corridor, include a schedule for implementation of the improvements, and propose a funding plan. Refinement and implementation of the concepts identified in the study will be accomplished by separate intergovernmental agreement.

VII. DEVELOPMENT OF FUTURE BRT CORRIDORS

BRT is intended to be a complete system of corridor and neighborhood connector routes. LTD and the City wish to develop the BRT system, including exclusive busways, with the implementation schedule subject to the availability of funding. The parties anticipate that the BRT system will eventually include approximately 43 miles of BRT corridor service within the City of Eugene, and neighborhood connector service that provides at least as much coverage as provided by the current service. Elements of the anticipated BRT system include a currently established goal of 80% exclusive transit right-of-way, transit signal priority, prepaid fares, improved stops and stations, wider stop spacing, and specially designed vehicles.

The City and LTD will collaborate to plan the sequence of BRT corridors to be developed within the City and the criteria for future extensions of the BRT system. This process will involve staff analysis resulting in a recommendation by the TAC and the BRT Policy Team. The recommendation will be forwarded to the BRT Steering Committee, the Eugene Planning Commission, the Eugene City Council and the LTD Board of Directors. Approval by the City Council and the LTD Board is a prerequisite to the development of future BRT corridors in the City.

VIII. NO THIRD-PARTY RIGHTS

The provisions of this agreement are intended solely for the benefit of the City and LTD to clarify their mutual understanding and create no rights or obligations enforceable by any third party, except as otherwise expressly provided by applicable law.

IX. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This agreement may not be modified, in whole or in part, except in writing signed by both parties.


X. APPLICABLE LAW

LTD and the City shall comply with all federal, state, and local laws, rules, orders, ordinances, directions, regulations, and requirements applicable to this agreement.

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IN WITNESS WHEREOF, the parties have agreed to the provisions of the agreement on the dates in 2002 set below the names of their signatories.

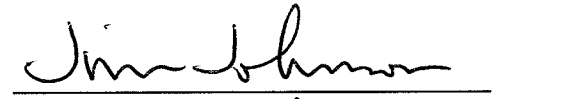
LANE TRANSIT DISTRICT



Ken Hamm
LTD General Manager

Date: 1-31-02

CITY OF EUGENE



Jim Johnson
Eugene City Manager

Date: 1/24/02

**ADDENDUM NO. 1
INTERGOVERNMENTAL AGREEMENT OF JANUARY 2002
REGARDING BUS RAPID TRANSIT
between the City of Eugene ("City")
and Lane Transit District ("LTD")**

RECITALS

A. City and LTD have agreed to work cooperatively to design, construct, and maintain a Pilot Project of the Bus Rapid Transit ("BRT") system and entered into that certain Intergovernmental Agreement of January, 2002 governing the overall coordination of the Pilot Project of the BRT system and future BRT corridors with City (the "IGA").

B. As part of the BRT project, certain utility facilities will be relocated. City and LTD along with the Eugene Water and Electric Board have entered into that certain Memorandum of Understanding dated November 24, 2003 (the "Memorandum"), regarding relocating certain utility facilities underground.

C. Further identification, clarification and coordination of obligations and responsibilities of City and LTD is needed in connection with the construction of the BRT Pilot Project; therefore, the parties desire to enter into this Addendum No. 1 to the IGA (this "Addendum").

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

I. DEFINITION OF TERMS.

The terms used in this Addendum that are not defined in this section or elsewhere in this Addendum have the meanings set forth in the IGA.

1.1 "Betterments" means the replacement of an existing Utility Facility in a way that expands the facility's current expected useful life or any other any upgrades, enhancements and/or improvements made to a Utility Facility during the Utility Relocation process that is not required to be made to restore the Utility Facility to the functional level of service the facility operated at prior to the Utility Relocation.

1.2 "Operator" means any person or entity or an agency of the federal, state, county, or city government or a municipal corporation or a public corporation with control over the Utility Facilities located within the Project. The City is not the Operator of EWEB Utility Facilities.

1.3 "The Oregon Utility Notification Center" means the independent, not-for profit corporation governed in accordance with ORS 757.542, et al.

1.4 "Privately-Owned Utility Facility" means any Utility that is not a Publicly-Owned Utility Facility.

1.5 "Publicly-Owned Utility Facility" means a Utility Facility owned by an agency of the federal, state, county, or city government or by a municipal corporation.

1.6 "Reasonable Accuracy" means the location of an Underground Utility Facility within twenty-four (24) inches of the outside lateral dimensions of both sides of the Underground Utility Facility.

1.7 "Utility Facility" means any privately- or publicly-owned line, facility, or system, including any fixtures, equipment, or other property associated with such system, used for producing, transmitting, storing, or distributing communications, cable television, power, electricity, light, heat, gas, petroleum products, water, steam, waste water, storm water, or any other similar commodity, including any signal system or street lighting system.

1.8 "Utility Relocation" means the adjustment, removing, rearranging, changing, reinstalling, or reconstructing of a Utility Facility required by the Project.

1.9 "Underground Utility Facility" means a Utility Facility partially or entirely below the surface of the ground.

II. UTILITY LOCATION.

2.1 City and LTD acknowledge that the location of the Utility Facilities will be governed by all applicable laws and regulations, including, but not limited to, The Oregon Utility Notification Center requirements.

2.2 LTD shall notify The Oregon Utility Notification Center of the Project and the proposed design of the Project, including notification of the areas of LTD's proposed Excavation. Upon notification, as required by law, The Oregon Utility Notification Center will notify all affected Operators and request they locate and mark all their Underground Utility Facilities.

2.3 City agrees that it shall locate and mark with Reasonable Accuracy all locatable Underground Utility Facilities that may be impacted by the Project and for which it is an Operator. LTD shall not be liable for any damage or expenses to any Underground Utility Facilities to the extent the City did not mark such Underground Utility Facilities with Reasonable Accuracy.

2.4 City acknowledges that accurate location of all Utility Facilities that may be impacted by the Project is essential to the timely and safe completion of the Project.

City, therefore, agrees to use its best efforts to assist LTD to help ensure all Operators Within the City that may be affected by the Project mark their Underground Utility Facilities with Reasonable Accuracy.

III. UTILITY RELOCATION.

3.1 LTD shall notify City, in writing, of the need to relocate the identified Privately-Owned Utility Facilities and the schedule for such relocations. City agrees to notify the identified Privately-Owned Utility Facilities Operators and/or owners that their Privately-Owned Utility Facilities will be relocated at the Operators' expense and in accordance with the plans for the Project. City agrees to use its best efforts, but shall not be required to incur expenditures in legal proceedings, to cause the timely relocation of Privately-Owned Utility Facilities without cost to City, LTD, or the Project. However, if City does not have legal authority or power to cause such relocation at the cost of the Privately-Owned Utility Facility, or if LTD is unwilling to pay for the costs of legal proceedings to enforce City's authority, LTD, without cost to City, shall effect relocation of existing Privately-Owned Utility Facilities as necessary to conform the Privately-Owned Utility Facilities to the plans for the Project. LTD and City have agreed to jointly host an informational meeting at which all Operators who will be affected by the Project will have the opportunity to comment on the utility relocation schedule and process.

3.2 LTD shall notify City, in writing, of the need to relocate identified City owned Utility Facilities and the schedule for such relocations. City agrees it shall relocate, cause to be relocated, or assist in the relocation of all City-owned Utility Facilities, whether located within the public right-of-way or not, as required by the Project and identified in the notice provided by LTD pursuant to this Section 3.2. LTD and City agree to follow any applicable procedures set forth in the IGA, as modified by this Addendum, and the Memorandum in relocating the City owned Utility Facilities:

3.2.1 If City elects to relocate or causes its Utility Facilities to be relocated, City shall submit to LTD for review and approval a cost proposal for such Utility Relocations. If LTD and City cannot agree on a budget for City to relocate or cause the relocation of City-owned Utility Facilities, LTD shall have the right to elect to undertake and perform, at LTD's expense, the necessary Utility Relocations.

3.2.2 Betterments. To minimize disruption and delay of construction, the TAC will consider Betterments that City wishes to construct itself or to be constructed by LTD as a part of any portion of the Project during the design phase for that portion of the Project. City may also request that LTD design and construct Betterments as change orders, but, in such cases, LTD shall have sole discretion to refuse to design or construct a Betterment which would delay or impede construction activities. If LTD does agree to design and/or construct Betterments, the additional costs of such Betterments shall be at City's expense and in accordance with any other reasonable terms and conditions imposed by LTD and agreed to by City.

3.2.3 If City will relocate or cause the relocation of its Utility Facilities, City shall:

a. Allow LTD and its contractors and consultants to review and approve the Utility Relocation plans proposed to be used by City.

b. Ensure the plans and specifications for such relocations shall include all relocations necessary to conform City-owned Utility Facilities to the Project and shall be designed in a manner to minimize and/or eliminate any adverse impact the Utility Relocations may have on the Project.

c. Allow LTD's contractors and consultants to inspect any Utility Relocations to determine that the Utility Relocations are in accordance with the plans of the Project. If such Utility Relocations are not in accordance with the plans of the Project, City, at its expense, shall correct such nonconformity.

3.3 The cost of relocating other Publicly-Owned Utility Facilities, including any City-owned Utility Facilities, for purposes of the Project shall be at LTD's expense or shared between LTD and the involved public entity as provided in this Addendum, the Memorandum, or in separate agreements with the involved public entity. The parties understand that Utility Relocation provided and/or paid for by LTD is relocation in-kind and does not include any Betterments of the existing Utility Facility.

3.4 Notwithstanding any other terms of this Addendum, if the Utility Facilities are to be relocated underground, the terms of the Memorandum shall control over any inconsistent terms in this Addendum.

3.5 City agrees to pay all costs associated with any Betterments or other additional work that LTD has agreed to incorporate into the Project at the request of City.

IV. MISCELLANEOUS.

4.1 Records/Inspection. City and LTD shall each maintain records of its costs and expenses under this Addendum for a period of not less than three (3) fiscal years following completion of the Project. Upon reasonable advance notice and during regular business hours, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records.

4.2 Notices. Any notices permitted or required by this Addendum shall be deemed given when personally delivered or two (2) calendar days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the representative of the party as set forth in this section. Either party may change its address by notice given to the other party in accordance with this paragraph.

To LTD: Mark Pangborn
Assistant General Manager
Lane Transit District
P.O. Box 7070
Eugene, OR 97401


To City: Dennis M. Taylor
City Manager
City of Eugene
777 Pearl Street
Eugene, OR 97401

4.3 Modifications. Any modifications to the IGA, including this Addendum must be in writing signed by both parties.

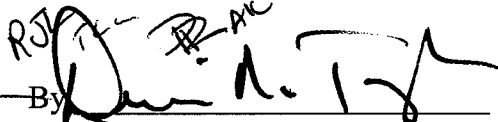
4.4 Affect of Addendum. Except as expressly modified by this Addendum, the IGA shall continue in full force and effect and this Addendum shall be added to and form a part of the IGA.

IN WITNESS WHEREOF, the parties have agreed to the provisions of this Addendum on the _____ day of _____, 2004.

LANE TRANSIT DISTRICT

By: 
Ken Hamm
General Manager
Date: 12-10-04

CITY OF EUGENE

By: 
Name: Dennis M. Taylor
Title: City Manager
Date: 3-4-05