

**WASHINGTON DEPARTMENT OF TRANSPORTATION  
AND  
OREGON DEPARTMENT OF TRANSPORTATION  
INTERAGENCY MEMORANDUM OF UNDERSTANDING**

**I-5 COLUMBIA RIVER CROSSING PROJECT (CRCP)**

This is a MEMORANDUM OF UNDERSTANDING entered into this \_\_\_\_ day of \_\_\_\_\_ 2000 between the Washington State Department of Transportation, hereinafter referred to as "WSDOT" and the Oregon Department of Transportation, hereinafter referred to as "ODOT."

**PURPOSE**

The Columbia River Crossing Project (CRCP) is one of a finite list of projects recognized by the Oregon and Washington Departments of Transportation as being significant to the future of the Pacific Northwest.

The CRCP addresses the bottleneck in the I-5 corridor caused by the river crossing.

By modernizing this aging infrastructure, the CRCP will contribute to the economic and freight mobility needs of Oregon and Washington.

The CRCP is a product of the I-5 Partnership Strategic Plan adopted in 2002.

That Plan articulates a 20 to 30-year vision for the I-5 corridor that will be implemented in phases with the Columbia River Crossing being part of the first phase.

WSDOT and ODOT have formed a Project Team for the CRCP to manage the project as one team that works on behalf of both departments of transportation.

The following provisions outline how this project team will interact and manage the project.

NOW THEREFORE IT IS MUTUALLY AGREED between the parties hereto as follows:

1. **DECISION MAKING.** The CRCP project team will strive toward building consensus through the following decision making process described below and further illustrated graphically in Exhibit "A".
  - **State Transportation Commissions** The Oregon and Washington transportation commissions have formed the Joint Commission Subcommittee to provide oversight of the CRCP. The Project Team will report progress to the Joint Commission Subcommittee as well as provide briefings to the full Commissions.
  - **Joint Subcommittee Leadership.** The Project Team will report to the Joint Subcommittee for project decisions and direction. The purpose of the Subcommittee is to ensure that the efforts of the two state transportation departments in planning for improvements to the Columbia River crossing are well coordinated, that maximum value is obtained from the federal grants received for project planning, and that public officials and citizens in both states are kept abreast of progress.

- Project Team Leadership. Senior leadership will consist of the ODOT Deputy Director, Highway Division and Region 1 Manager, and the WSDOT Assistant Secretary, Engineering and Regional Operations and Southwest Region Administrator. These individuals will provide project oversight and implementation of this MOU. They will resolve issues arising from the project and provide guidance to the Project Team Directors. These senior leaders will also interact with key stakeholders during the course of the project.

The ODOT Deputy Director, Highway Division and the WSDOT Assistant Secretary, Engineering and Regional Operations will meet with the Project Team quarterly to assist with key decisions and receive project updates. The ODOT Region 1 Manager and WSDOT Southwest Region Administrator will meet with the WSDOT/ODOT project directors bi-weekly to oversee project progress.

- Project Directors. The WSDOT Project Director and ODOT Project Director are co-directors of the project and are responsible for overall scope, schedule and budget. They will be responsible for staffing the Columbia River Crossing Task Force and the Project Technical Committee (PTC). The WSDOT Project Director and ODOT Project Director will provide the project team with bi-weekly project updates.
- The Columbia River Crossing Task Force's role will be to provide input into the CRCP. Within the context created by the Strategic Plan the Task Force will: respond to and advise the Project Team on technical data leading to an EIS; provide advice to the Joint Subcommittee throughout the EIS until the issuance of the Record of Decision; represent and report back to their representative constituencies.
- The Project Technical Committee (PTC). The Project Team will create a technical committee to assist in the technical analysis of the EIS and related work products.

***OTHER PARTIES*** - The Project Team will work to include other key stakeholders, jurisdictions and agencies in the project. The Project Team recognizes the legal responsibilities of the FHWA, FTA and MPO's regarding inclusion of the project within their planning and authorization processes.

2. COMMUNICATION. Communication regarding the CRCP will be open, regular, and inclusive. The Project Team will provide regular updates and include input throughout the project.
3. CO-LOCATION. The Project Team Directors are currently co-located. It is the team's intent to co-locate the entire team as the project progresses. The location will include other agencies and project consultants.
4. PROJECT DELIVERY. ODOT and WSDOT are committed to implementing this Project on an expedited basis as compared to most traditional approaches to project delivery.

5. ENVIRONMENTAL IMPACT STATEMENT (EIS) PREPARATION.

The purpose of the pre-EIS phase is to position the CRCP for a full EIS. The Project Team will refine the concepts from the Strategic Plan, collect and organize technical data on options, and fill technical and financial data gaps in preparation for an EIS. The pre-EIS work activities are summarized below:

- Pre-EIS Intergovernmental Coordination Plan
- Pre-EIS Communication Plan
- Scoping Assumptions, Alternatives and Issues for the DEIS
- Conceptual Engineering and Environmental Analysis
- Traffic and Tolling Analysis
- Tolling Issues
- Financial Issues and Funding Plan Strategy
- Regulatory Issues and Statutes Affecting Project Implementation
- Coordination with Innovative Public Partnership Program
- Cost Estimating Validation Process

6. FUNDING PLAN. ODOT has dedicated \$3.9M and WSDOT dedicated \$3M, received from federal earmarks, for the Project which amounts will be used primarily for pre-EIS work activities. WSDOT's \$3 million will use toll credits for the local match. The Project Team will coordinate federal funding strategies to advance the project. Finally, a financial operations plan will be developed as additional funds are made available to the CRCP.

7. FUTURE REVISIONS TO THE MOU. It is understood that mutually agreed upon changes may occur to this MOU. The MOU will be updated as needed.

8. PUBLIC PRIVATE PARTNERSHIP. This MOU is not an agreement, pursuant to OAR 731-070-0050(5), allowing ODOT to consider unsolicited proposals for a public private partnership under ORS 367.800 to 367.826.

The undersigned hereby acknowledges, agrees, and accepts the provisions as set forth in this MEMORANDUM OF UNDERSTANDING.

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Bruce Warner, Director, Oregon Department of Transportation

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Douglas MacDonald, Washington State Secretary of Transportation

**DRAFT 8-05-04**  
**I-5 COLUMBIA RIVER CROSSING TASK FORCE**

**CHARTER**

The Interstate 5 Columbia River Crossing Project is one of a finite list of transportation projects that have Pacific Northwest region-wide significance. The Interstate 5 Columbia River Crossing Task Force's role will be to provide input into the Columbia River Crossing Project. Within the context created by the I-5 Strategic Plan the Task Force will: respond to and advise the Joint Project Team on technical data leading to an Environmental Impact Statement (EIS); provide advice to the Joint Commission Subcommittee throughout the EIS until the issuance of the Record of Decision; and represent and report back to their representative organizations.

**COMPOSITION**

The composition of the I-5 Partnership was used as a foundation for the formation of this Task Force. Due to the Northwest region-wide significance of the Columbia River crossing, the Task Force membership will also include statewide representation from Oregon and Washington.

*Selection Process -*

The Joint Commission Subcommittee will appoint a co-chair from each state. They will seek assistance from public agencies, community and business groups in the appointment of other members.

*Membership (from each state)-*

- Co-Chairs
- Public Agencies
- Trucking Industry
- Neighborhoods
- Businesses
- Community Organizations
- Statewide Organizations
- Environmental Organizations

**RESPONSIBILITIES**

- The Columbia River Crossing Task Force will provide input and response to the Joint Commission Subcommittee on work products and information generated by the EIS process.
- The task force co-chairs will report input to the Joint Commission Subcommittee.
- Each Task Force member is responsible for representing and communicating with their organization.

**STAFFING & OPERATIONS**

- The Columbia River Crossing Task Force will be staffed by the DOT Joint Project Team.
- The co-chairs will be responsible for developing methods by which the task force will make decisions and conduct meetings.

**DURATION**

- The Task Force will be developed in fall 2004, with the kickoff meeting tentatively scheduled in late fall 2004.
- The Task Force will then meet quarterly.
- The EIS is a multi-year process. Therefore some turnover is to be expected. Duration of tenure should provide consistency of representation for major milestones.

**NAME:** Dave Williams, ODOT - 7-13-04

### **PROJECT UNDERSTANDING**

- The Trade Corridor Study was a planning study regarding a set of recommendations to the I-5 corridor. This current phase is to address areas that were not covered in the previous study, including how to finance the river crossing and associated projects.
- The next step is to launch the EIS and light rail on Oregon side (within the bridge influence area).
- There is no blue print for this project. There are multiple methodologies and approaches to an EIS for a project of this scale.
- Previously, we did not get the two states lined up to go to the legislatures with a funding package. That needs to be done and may be a product of the next 12 months.
- Goldschmidt advocated for private sector involvement, but now there are differences of opinion on how we should proceed. There are issues of trust between ODOT and WSDOT.
- WSDOT has a negative track record of public/private projects. The Washington legislature hesitates to approve public/private relationships.
- Need to keep the legislature from intervening with the project.
- Need to determine if this project includes one or two bridges and how to get public buy-in.

### **ROLE CLARIFICATION**

- Vancouver struggles with the concept and support of transit. Identity Clark County's Transportation Priorities project is key to figuring this issue into the bridge project.
- The commissions need to drive the Or/Wa relationship and project development/policies. They need to be in charge of "driving the intellect" and leadership.
- The project would have worked better if two directors took it on, but it was passed to region managers. It needs higher leadership. It needs the commissions to push the project forward. Region managers need backup of the Commission.

### ***DOT Teams***

- The relationship between ODOT and WSDOT is not working well at all.
- WSDOT wants to talk to DOOT, not to consultants.

### ***Consultants Role***

Geoff Larkin's addition to the ODOT team created trust issues.

### ***Role of Dale Himes and Rob DeGraff***

- Dale and Rob's roles are to carry the water between the two states.
- Rob and Dale provide staffing to their bosses who need help managing the project. They are both good hires.

- They critique and manage “stories” (interpret) to each of their DOTs.
- Most importantly, they need to deliver information and recommendations to Oregon and Washington transportation committees.

### **DECISION MAKING**

- Decisions are not being made in a timely manner.
- Individual agendas are slowing the process.
- There needs to be more back-up on decisions from top management.
- Some partners (i.e., Tri-Met) will favor transit and work hard to influence the decision.
- DOT’s will pay the price and be ultimately responsible for decisions.
- Many agendas are putting solutions before a decision-making process. We need to bring neutral professionals (or peers) in to critique where the project is at and recommend next steps. A third party professional critique can help make decisions, rather than battling opinions.
- Day to day decisions are unclear. Adding consultants has added other agendas like including transit in the crossing and may skew decisions through his influence.
- Unsure whether the transportation commissions would be willing to take ownership of the project policy decisions.
- Make sure all management decisions are deliberate and that stakeholders have to have a say in what the project looks like. The actual management of the project should be under the DOTs.

### **ORGANIZATIONAL/OPERATIONAL DIFFERENCES**

#### ***Management***

- May need to hire someone like Jim Witty to provide advice to staff.

#### ***Commission***

- There need to be opportunities for the transportation commissions to debate and talk with experts regarding the pros and cons regarding how to deliver this project.

### **COMMUNICATION PROTOCOL**

#### ***Stakeholders/Partners***

- Stakeholders will help identify where issues will occur so you can manage the decisions.
- Money will have to be allocated to some key stakeholders (i.e., the RTC) in order for them to be effectively involved.

#### ***Between DOTs***

- Unless DOTs get together, the private sector will be putting heavy pressure on the legislature to privatize. That may be a good decision – we don't know. The DOTs need to think this through together.
- **NEEDED CHANGES**  
There is no faith internally at ODOT that they can deliver this project.
- Robin MacArther should be included in the project team and work with Rob.
- Need to involve the region managers more.

#### **IGA**

- Don't think the IGA will be able to solve all of the challenges of managing the project.
- Make sure that both DOTs can review Geoff Larkin's work. The DOTs should take back the decision making from consultants.
- Rob DeGraff and Dale Himes need to work with Matt Garrett and Matt Garrett to present information and recommendations to Conrad and Rosenberger. The work should be delegated to Rob and Dale so they can work collaboratively.
- Stakeholders must be involved.

**NAME:** Mary Legry, WSDOT – 7-14

### **PROJECT UNDERSTANDING**

- This phase of the project is to gather information to determine whether this is a public or a private project.
- We are developing the purpose and need, defining the project and educating the public.
- We are identifying what the project will look like (i.e., one or two bridges), exploring tolling, looking at I-205 impacts and transit options.
- The EIS is the next phase.
- The WSDOT Commission has put together a joint committee and they have asked for an MOU between the states. They want the purpose and need defined.

### **ROLE CLARIFICATION**

- Need more directed leadership.

#### ***DOT Teams***

- There is no reason why the technical and communication tasks can't be successful. They must be done in conjunction with one another.
- WSDOT needs to get federal money flowing for "equal power". We need to fulfill requirements that lead into the EIS and make decision on what the project is.
- WSDOT is being flexible and focusing on the preparation of the EIS.
- John Rosenberger is now a contract employee. We are unsure how long he will be with the project and this is a concern. Who takes over? Since he now drives the project at ODOT, how will this change in a year?
- Rosenberger seems to be the most powerful and effective leader on this project right now. He should help lead the discussion. He said he was just a consultant. He is very difficult to work with, but appears to be trying to get results.
- When one DOT signs a contractor, the contractor looks to that DOT as the client, not BOTH DOTs.

#### ***Consultants Role***

- Geoff Larkin's group will be phased out.
- Larkin goes directly to Rosenberger and decisions were made between them, not jointly. This seems to be changing.
- Larkin was originally "staff", but when things got sticky

#### ***Role of Dale Himes and Rob DeGraff***

- Rob DeGraff is the interaction point between ODOT and WSDOT.



- Since Rob and Dale have been working together, interaction between the two agencies has been going better.

### **DECISION MAKING**

- The Joint Committee is supposed to lead the project and make the final decisions.
- Joint decisions must be communicated to both DOT teams.
- Technical decisions should also be made jointly. WSDOT does not want to hear about things for the first time during public meetings, as has happened in the past. We want to know ahead of time and to be able to provide input.
- This needs to be a true co-lead.
- ODOT's commission votes on project decisions. WSDOT's commission usually does not make project decisions. They are policy-driven.
- WSDOT's commission is a separate entity from the DOT.
- There is not parity in decision making. WSDOT delegates decisions, whereas ODOT is more hierarchical.
- Don Wagner wants to delegate up and looks to Conrad for guidance.
- It is difficult to tell what the WDOT decision tree is for this project. WSDOT does not have a strict chain of command. Don has to assume decisions are made after things go to MacDonald.
- Bart Gernhart is now "co-lead" with Dale Himes for the project.
- Bruce Warner is more likely to be informed than Doug MacDonald. Do not know who Bruce Warner's deputy is now that Rosenberger is exclusively on this project.
- Dale Himes's decisions have been put on hold. Final decisions for Dale come from Wagner. Decisions are not made often.
- This project needs access to Robin MacArther at ODOT. It seems like she is being kept away from WSDOT and the project.
- Don's uncertainty is increasing which is one reason why Bart has been added as well as other changes.

### **ORGANIZATIONAL/OPERATIONAL DIFFERENCES**

#### ***Management***

- WSDOT management team is on time, ODOT tends to be late to meetings. WSDOT needs deadlines, ODOT does not.

- MacDonald is making a significant effort to get WSDOT to communicate to the public better. There is new protocol.
- Every two weeks there is a bi-state project team meeting.
- WSDOT has a risk assessment process that will be useful for the project. ODOT seems to like this process and wants to use it.

#### ***Commission***

- Oregon's commission's membership is more political. Washington's commission is less involved and are largely geographically based elsewhere.

### **COMMUNICATION PROTOCOL**

#### ***Stakeholders/Partners***

- Some say that ODOT has no experience putting together large projects.

#### ***Between DOTs***

- Part of this phase is getting the work done, the other part is communicating what that work is to the public and stakeholders.

### **NEEDED CHANGES**

- Matt Garrett is an excellent leader and needs to be in more meetings/more visible.
- Need more meetings with lead partners –involve them more (transit orgs, Metro, etc.)
- Need to define better how decisions are made at WSDOT and ODOT regarding this project.
- Don and Matt need to work more closely together.

### **IGA**

- Clarify how Joint Committee will make decisions on the project.
- Identify how the project will be funded and the logistics of attaining money from two states.
- Will the feds agree to a co-lead on the project, or will one of the states lead?

**NAME:** Don Wager, WSDOT – 7-15-04

### **PROJECT UNDERSTANDING**

- This phase will get us to key decision points around what is contract ready for the EIS.
- Determine whether the community is ready to take on this project (tolling, light rail, financial feasibility).
- This phase has to start answering questions within the EIS – up to the Notice of Intent (i.e., “go, no-go”)
- Washington Transportation Commission is looking for an answer as to whether the project should proceed. They want to know what the project is (bridge, 2 bridges, etc.), how the two states will work together and for us to develop purpose and need.

### **ROLE CLARIFICATION**

- We know this is a multi-modal project and need to include transit agencies, etc. in project development. This staff must be dedicated to the project.

#### ***DOT Teams***

- WSDOT and ODOT should be one project team in order to success. We are not doing this now.
- Both DOTs made choices years ago due to funding issue in the last two phases of this project. IT was determined that ODOT would go after the first chunk of money for the Strategic Plan.
- Politically, funding coming through Oregon did not work out well for WSDOT. SO the second earmark went through 2 states.
- FHWA and FTA can funnel money through 2 states for one project. Unclear who should lead.
- FHWA and FTA each want to be considered the federal lead. Now clear what each role will be.

#### ***Consultants Role***

- Both DOTs have ownership of this project and should not delegate ownership to the private sector.
- Consultants need to be managed by staff. This doesn't mean the DOTs will design the project. DOTs need to guide the project. As much as 80-90% of the actual work will be done by consultants.

#### ***Role of Dale Himes and Rob DeGraff***

- Dale and Rob are co-leads. Their role is the day to day management of process and consultants. At WSDOT, Dale is on the project 100% of the time. Bart Gernhart is on it for 30% of his time.

## **DECISION MAKING**

- Finance decisions go through the secretary, then the Commission. Commission recommendations go to the legislature.
- Federal funding is solicited through the region, to the secretary, to congress.
- The secretary's office reserves the right to change their minds based on new information.
- 90% of the project decisions will not go to Commission.

## **ORGANIZATIONAL/OPERATIONAL DIFFERENCES**

### ***Management***

#### ***Commission***

- WSDOT's Commission is its own agency, rather than a part of the transportation department. They have their own staff and budget. Decisions are delineated and delegated. They give policy guidance.
- WSDOT Commission is very political and is party separated. They are appointed by the governor, confirmed by the senate. There is some geographical requirements based on east/west, not north/south.

## **COMMUNICATION PROTOCOL**

### ***Stakeholders/Partners***

#### ***Between DOTS***

- Milestone decisions will need to be communicated. This needs to be worked out.

## **NEEDED CHANGES**

- We need one team of 2 DOT staffs. 8-10 local government employees should be on an advisory team for this phase. As the EIS progresses, this team will grow.
- Need to work on how WSDOT/ODOT makes decisions together.
- WSDOT structure is different – responsibility of decisions and project management rests with the region.
- ODOT is managing out of Salem, yet there is Matt Garret engaged in the project. Clarify who Rob reports to. Need clarification of who is in charge.
- Resenberger has delegated decisions to a staff member in his absence, but WSSDOT has not met this person.
- Philosophically, the two DOTs have to be on the same page. And share understanding of what this project looks like/how it will proceed.
- Need an IGA to outline/firm up how DOTS will work together.

- Need to build trust with local governments. Decisions need to be inclusive.
- Determine how the consultants work with the DOTs.
- There is better than a 50/50 chance that the outcome of the next few years determines this project doesn't move forward. The two DOTs need to look each other in the eye and say we gave it our best shot. But the community may not be ready. This would not be the DOT's fault. If lack of leadership is the reason for failure, it would be different.
- Need to determine how we will pay for the project if we get to construction.

## IGA

- IGA must be high level.
- Must include operating philosophy.
- We will need to agree on how decisions will be made, but not what decisions are made.
- Discuss private partner financing. WSDOT is not interested in private finance due to past projects and composition of the legislature. Where is ODOT on this now?
- At some point if we get to construction and light rail is included, it would be a good idea for congress to establish a Compaq authority for the bi-state project in its entirety. We should think about this now.
- Right now there is a huge trust issue with both DOTs. We need to address this.
- We need to address structural differences to this project for the benefit of FHWA and FTA – role clarification.
- Struggling with how to communicate with Matt Garrett on this project. It feels like I'm going over Matt's head if I approach John Rosenberger. Need clarification/direction for ODOT on this.

**NAME:** Matt Garrett – 7-19-04

### **PROJECT UNDERSTANDING**

- This is the Pre-EIS phase. It is when the project is narrowed down to include type of structure, transit options, etc.
- This phase will fill technical and financial voids in the work done to date.
- By summer next year, we will have a better understanding of the project and what is viable/no viable.
- Timing – the best-case scenario is that we go to construction (final EIS) in 2010. That's if we don't drop batons and everything goes smoothly.
- The ODOT Commission wants to build something and there are milestones that need to be accomplished.

### **ROLE CLARIFICATION**

#### ***DOT Teams***

- ODOT's role is to lead the technical piece of this phase because we received funding first. But it is important to be in lock-step with WSDOT as we proceed.
- Our role is to bring jurisdictions, agency partners and constituents to the table and articulate how they will be involved. We need to bring the Oregon side to the project table.
- The project leads will merge to be an ODOT/WSDOT project with one team composed of both DOTs – greater than the sum of our parts.

#### ***Consultants Role***

- Consultant's role is information gathering and packaging.
- Geoff Larkin is under contract with ODOT, but must share information with our counterpart at WSDOT. There should be one team.

#### ***Role of Dale Himes and Rob DeGraff***

- Rob is part of the ODOT team and will interact with our agency partners. He is in charge of the day-to-day decisions/project management and interacts with Dale Himes.

### **DECISION MAKING**

- The regional coordination committee will include both sides of the river and help make decisions. Agency partners are involved in decisions as well.
- The final decisions are made by the Joint Committee, then sent to each DOT's commission.
- Matt in on point with lead partners. John Rosenberger leads the internal management of the project.
- ODOT internal decision group includes Garrett, Rosenberger and DeGraff.

## **ORGANIZATIONAL/OPERATIONAL DIFFERENCES**

### ***Management***

- Unsure how WSDOT decisions are made/who is in charge of which components of the project. Unsure of Bart's role and how that interacts with ODOT management.

### ***Commission***

- Unclear how WSDOT decision will be involved in project.

## **COMMUNICATION PROTOCOL**

### ***Stakeholders/Partners***

- Matt takes information/message to the bi-state committee.

### ***Between DOTs***

- Decisions should be made and communicated jointly. At some point, there needs to be a joint office/team.

## **NEEDED CHANGES**

- Co-location of the team at some point in the future (when it is appropriate).
- Funding needs to be resolved –where it comes from and how it will be attained.
- We need to move from the abstract to the tangible with this project. Credibility and leadership are on the line.

## **IGA**

- Clearly outlines decision making process for both DOTs.
- Clarify flow of communication internally and externally. We need to be rock solid on this.
- How do we communicate each deliverable of the project.
- Financial strategy needs to be clarified. WSDOT will need to lead in appropriations (Senator Murray)
- Ensure there is consensus in the region to move forward.
- Need to identify how much money we need for the next phases and identify revenue streams.
- Need to talk about the executive committee and how we involve partners.
- Need to establish a sense of urgency. We need to be prepared for the Joint Committee on how our jurisdictions will make decisions and how we will provide information to the commission.
- Need to prepare for the Bi-state meetign on Aug. 10, then the Joint Commission meeting on Sept. 2.
- How we communicate we are making progress and we are bringing folks into the process.

**NAME: Dale Himes and Rob DeGraff (D = Dale, R = Rob)**

### **PROJECT UNDERSTANDING**

R – This phase is a “bridge” between planning and taking steps toward building (i.e., the EIS) a Columbia Crossing

R- We are looking at areas that were not studied in the prior planning process.

R – This phase will examine areas that need refinement before and EIS begins, including narrowing alternatives to options that are reasonably feasible.

R – Stakeholders are nervous about narrowing/defining alternatives for the project.

R – Understand that NEPA processes on large project should include honing alternatives. EIS processes that are too broad in their alternative considerations are too costly and cumbersome.

R – We must narrow down the alternatives to accommodate the needs around the bridge influence area, where the vast majority of traffic occurs.

D – Bart is anxious about narrowing alternatives and is concerned that if we do this now, we will have to repeat it in the EIS scoping.

D – This phase is to make the scoping of the EIS more efficient.

D – The Larkin Group is doing the research to establish that there is enough information to determine reasonable alternatives for scoping.

D – In this phase, alternatives will be defined as reasonable or unreasonable, but nothing will be taken off the table until the EIS.

D – WSDOT Transportation Commission has not communicated what they want in this phase

D – Commissions also want funding coordinated and to involve the public in the project.

R & D – The commissions want both DOTs to work together constructively and efficiently to build the project. In the current phase they want the DOTs to demonstrate that it can be done.

### **ROLE CLARIFICATION**

R – ODOT has a stable of consultants who are technicians. WSDOT was not consulted when they were hired.

R – ODOT’s use and choice of consultants has created anxiety with WSDOT

D – WSDOT manages and guides the communication consultants

D – We are both (ODOT/WSDOT) supposed to be collaborating and sharing information from consultants. Since Rob’s been on board, this has started to occur.

D - Communication between the DOTs has been a challenge. Geoff Larkin is on contract with ODOT, not WSDOT and how he communicates is affecting relations. His allegiances, like all consultants, will be with his client.

D – I have heard nothing from Kittleson. This is not the way the project should run. Consultants should talk to both DOTs.

### ***Role of DOT teams***

R – “I feel pretty much like a staff of one”. ODOT does not have a cohesive team. I network and get direction from Matt and John.

D – I am a go-between from consultants to management, but Bart is now part of the team and beginning to help.

D – I want the Columbia Crossing Project to be one project team consisting of people from both states. We can’t make any progress unless everyone buys into the one-team concept.



### ***Role of Dale Himes and Rob DeGraff***

R – I would not call ODOT at team on this project. I am the fulcrum between management and consultants.

R – My role is to 1) manage the Larkin Group and sub consultants, 2) Be the point of contact for stakeholders and key partners, 3) Be Dale's counterpart at ODOT

D – My role is to 1) manage the communication consultants, 2) work toward the establishment of a project team (bi-state), 3) Be Rob's counterpart.

### **DECISION MAKING**

R – I am unclear on how decisions are made. For the few actions/decisions I have seen, it seems that John Rosenberger is making most of them for ODOT.

R – I am unclear on my own decision authority. I am getting the impression that I am to make day-to-day decisions, based on input from Matt Garrett.

R – I have very little contact with Matt, but that may be because I was hired for my familiarity of the players and the project and he is trying to delegate day-to-day decisions.

D – WSDOT makes its decisions carefully. Don looks to HQ for affirmation. He also looks to John Conrad for direction.

D – When Don does make decisions, at times they are provided in meetings, rather than staff or one-on-one.

### **ORGANIZATIONAL/OPERATIONAL DIFFERENCES**

#### ***Operations/Management***

R – I am unclear on ODOT's project delivery methods.

R – We will get technical memos from our consultants and manage the finalization and dissemination of the memos to the DOTs and lead partners.

D – We will have documentation that will help us go into the EIS scoping and determine how the project will be managed and funded.

#### ***Commission***

R- OTC is very hands-on and get involved in the project. They are asking senior ODOT management to update them and will provide direction. A 3-person committee was formed to join with a WSDOT 3-person committee to provide feedback to staff.

R – The OTC gets more into the details and has responsibility and authority to question staff on those details (financing, implementations, etc.).

D – WSDOT gets direction for WTC on how to proceed, but it is more on a policy level. MacDonald/Conrad are the implementers.

D – I am unsure whether WTC has the interest and directive to provide input to senior staff on implementation.

D – Both TC's are pressuring staff to make the project, and the relationship between the two states work.

D – Don needs the commission for direction and political cover.

## **COMMUNICATION PROTOCOL**

### ***Stakeholders/Partners***

R – ODOT will be engaging key partners/stakeholders on this project to help smooth relations and generate dialog. There has been a loss of trust and building anxiety from our partners/stakeholders to date.

R – It is unclear how Rosenberger and Garrett want key partners at the table and to what level of partnership.

D – It is unclear on the Washington side how key partners will be involved.

### ***Between DOTS***

R – I don't think the consultants have been directed to be sensitive to sharing information with the other DOT.

D – WSDOT feels neglected and this is being perpetuated, i.e., "It's the same old story again, we're being left out".

## **NEEDED CHANGES**

R – It would have been best to engage partners from the beginning.

R – We need to start sharing information and power.

R – I don't think it is necessary to do things the way they have always been done at ODOT.

D – I would like to be side by side in a neutral, shared office.

D – My expectation is that public employees and agencies get along and that we must deliver this project. It is embarrassing that the DOTS are not delivering.

## **IGA**

D – Include funding, joint administrative procedures, decision process, narrow the alternatives for the EIS, analyze bridge and transit options, a decision process for tolling and other key issues.

**NAME: John Rosenberger**

## **PROJECT UNDERSTANDING**

There will be several products:

- 1) the two DOTs have an agreement on what will be in the EIS.
- 2) Who/how the project will be managed
- 3) Basic agreements on financial structure

The OTC will expect:

- 1) DOTs to work together efficiently
- 2) Steady progress on fixing bottlenecks on the I-5 corridor
- 3) They are looking for a project, not a process
- 4) Project is completed in a timely fashion

## **ROLE CLARIFICATION**

### ***DOT Teams***

- WSDOT is in charge of the communication plan and they do not need to check in with me regarding day to day decisions.
- ODOT has agreed upon technical tasks and will carry them out. I don't think getting permission from WSDOT for each decision is practical.
- We need a mechanism to discuss and resolve issues as they come up, rather than letting them fester.
- We need to agree on products, who's in charge and deliver on time.
- My role will change. I plan to leave ODOT in all capacities as of July, 2005. I need to make sure that this phase sets up my successor.
- Bruce wants me to manage this project, not him.

### ***Consultant's Role***

- The role of consultants depends on the relationship with the lead agency.
- There is a disconnect with the way Geoff Larkin works with ODOT and WSDOT.
- During the next phase (EIS), the consultant relationships should probably change.
- I am comfortable with the communications consultants working with WSDOT and don't need to be asked for permission.

### ***Role of Dale Himes and Rob DeGraff***

- Rob is now coordinating the consultants and disseminating information from them.

## **DECISION MAKING**

We have been told that MacDonald does not view this project as a priority in Washington State. The OTC chair wants this project to be done jointly.

## **ORGANIZATIONAL/OPERATIONAL DIFFERENCES**

### ***Management***

- Financing is always an issue. We need to set up a structure that allows each DOT to contribute as we progress, then be able to get their investment back in the end.
- I am not opposed to refocusing authority on this project to Region 1.

- This project has been identified as one of 8 priority state projects. We need to keep the OTC interested and keep the project moving forward to continue this and get it funded.

#### ***Commission***

- The Commission has given direction on how to move forward. They will help direct this project and we are in lock step with them.
- I have the sense that WTC is not in lock step. Rather, that staff and the legislature directs projects more than they do.
- It seems like there is an additional layer of reporting authority at WSDOT.

#### **COMMUNICATION PROTOCOL**

##### ***Stakeholders/Partners***

- We need a forum for key partners to be involved, but the DOTs are the decision-makers.
- I understand it that the FHWA and FTA wants one lead DOT for this project. I don't care if that is ODOT or WSDOT. Regardless of this, it needs to be viewed locally as a joint project.
- WSDOT is in the position that they have to pay more attention to political issues due to Seattle influences.

##### ***Between DOTs***

#### **NEEDED CHANGES**

- ODOT and WSDOT are not working well together. This needs to change.
- The consultants are creating concern. They are driving the project, which has made many people at WSDOT uncomfortable.
- The next phase of the project should be set up differently, with different consultants and a different structure.
- Need to clarify if WSDOT has the same goal of delivering this project in a very short time frame. 5 years? 15 years?
- I want to know about potential fatal flaws sooner, rather than later.

#### **IGA**

- It looks as though the EIS will begin before the current phase is complete. I'm okay with this, but the IGA should address issues that will arise from the overlap.
- Need a mechanism to discuss/address concerns as they arise.
- I would like to know what John Conrad is looking for with this IGA/process.
- John, Matt and Rob should attend work session

## **DRAFT MEMORANDUM OF UNDERSTANDING**

The attached MOU is a draft, created to provide the framework for detailed discussions between WSDOT and ODOT. Any and all of its terms are subject to discussion, clarification and modification.

7-15-04

**INTERAGENCY MEMORANDUM OF UNDERSTANDING**  
**COLUMBIA RIVER CROSSING PROJECT**  
**Pre-EIS Phase**

1. PROJECT UNDERSTANDING. The purpose of the this pre-EIS phase is to: “*complete the technical, regulatory and funding analysis began in the Partnership Study and prepare the required federal documentation to enter into a formal EIS*”. ODOT and WSDOT agree to the pre-EIS work activities summarized below and further described in Exhibit “A”:
  - Pre-EIS Intergovernmental Coordination Plan
  - Pre-EIS Communication Plan
  - Scoping Assumptions, Alternatives and Issues for the DEIS
  - Conceptual Engineering and Environmental Analysis
  - Traffic and Tolling Analysis
  - Tolling Issues
  - Financial Issues and Funding Plan Strategy
  - Regulatory Issues and Statutes Affecting Project Implementation
  - Coordination with Innovative Public Partnership Program
  - Cost Estimating Validation Process
  
2. DECISION MAKING. For the pre-EIS phase of this Project, ODOT and WSDOT agree to strive toward building consensus through the following decision making process summarized below and further described in Exhibit “B”:
  - State Transportation Commissions
  
  - Joint Subcommittee Leadership. ODOT and WSDOT agree to report to the Joint Subcommittee for project decisions. The purpose of the Subcommittee is to ensure that the efforts of the two state transportation departments in planning for improvements to the crossings of the Columbia River are well coordinated, that maximum value is obtained from the federal grants received for project planning, and that public officials and citizens in both states are kept abreast of progress.
  
  - FHWA/FTA Role will be to assist in informing DOT’s on lessons learned from other bi-state projects and in clarifying federal EIS requirements.
  
  - Metropolitan Planning Organizations
  
  - Local Jurisdictions and Agencies
  
  - Executive Committee Role will be to review work on pre-EIS phase and whether it satisfies bi-state transportation objectives.

- Bi-State Coordinating Committee Role will be to review work on pre-EIS phase and whether it satisfies bi-state transportation objectives.
  - Regional Coordinating Committee Role will be to critically review and evaluate the technical documentation developed by the consultant team.
  - Project Leadership. Rob Degraff, ODOT and Dale Himes, WSDOT will be the project directors for the Project. They will be responsible for overall scope, schedule and budget and for managing any consultants retained with respect to the Project. Both DOT's agree to commit the necessary staff resources to manage the consultants and to define and implement necessary performance measures. Bart Gernhart, WSDOT and \_\_\_\_\_, ODOT will provide project development guidance to the project directors. Mary Legry, WSDOT and \_\_\_\_\_, ODOT will provide agency and community liaison guidance to the project directors.
  - Senior Leadership. Senior leadership will consist of John Rosenberger, ODOT and Don Wagner, WSDOT who will provide overall project oversight and implementation of this MOU. These senior representatives will resolve any disagreements between parties and provide guidance to the project leaders.
3. COMMUNICATION. For the pre-EIS phase of this project, overall project status will be regularly communicated to the following groups: Joint Subcommittee, Bi-State Coordinating Committee and the Executive Committee. The project report will describe the purpose and need and the current status of the scope, schedule, budget and corresponding deliverables. Executive summaries will be prepared as necessary. All external communication on this project will be jointly agreed upon and sent under both DOT's signature authority.
  4. ONE PROJECT TEAM. ODOT, WSDOT, other Agencies and Consultants will dedicate resources and staff to create a single integrated organization for the Project. The goal is to have staff from ODOT, WSDOT, other Agencies and Consultants be co-located in a single office.
  5. PROJECT DELIVERY. ODOT and WSDOT are committed to implementing this Project on an expedited basis as compared to most traditional approaches to project delivery. Assuming a replacement/supplemental bridge, the goal for beginning construction is Year 2010.
  6. ENVIRONMENTAL IMPACT STATEMENT. ODOT and WSDOT agree to procure the services of an environmental consultant to develop the environmental impact statement no later than March, 2005. Recognizing, then, that the EIS will start before the current pre-EIS phase is complete, the following issues will need to be addressed: (See Steve Siegel)
  7. FUNDING PLAN. ODOT will initially dedicate \$3.9M and WSDOT will initially dedicate \$3M for the Project which amounts will be used primarily for pre-EIS work activities. ODOT and WSDOT each agree to work collectively and separately to identify revenue streams and obtain the additional funding necessary to implement the EIS phase of the Project. It is estimated that \$15-16 million is needed to move into the EIS process.

It is agreed that WSDOT will take the lead in coordinating federal funding. Finally, a financial mechanism needs to be developed allowing each DOT to make incremental contributions during the course of the Project and then receive back their investment at the conclusion of the Project. The intent of this provision is to help insure relatively equal financial contributions by both DOT's.

## FUTURE ITEMS NEEDING RESOLUTION

1. Financial Responsibilities
  - a. Use of Toll Revenues
  - b. Allocation and Method of Funding Project Costs Not Paid by Tolls
  - c. Allocation of Toll "Local Match" Credits
2. Public-Private Partnership Proposals
  - a. Joint Process for Managing Public-Private Partnership Proposals
  - b. Joint Process for Selecting Public-Private Partnership Proposals
  - c. Joint Process for Managing Public-Private Partnership
3. Preliminary Assignment of Roles and Responsibilities
  - a. Lead Agency for EIS
  - b. Lead Agency for Construction
  - c. Lead Agency for Tolling



7-29-04 DRAFT

INTERAGENCY MEMORANDUM OF UNDERSTANDING  
COLUMBIA RIVER CROSSING PROJECT (CRCP)  
Pre-EIS Phase

1. PROJECT UNDERSTANDING. The purpose of this pre-EIS phase is to: "complete the technical, regulatory and funding analysis begun in the I-5 Partnership Study and prepare the required federal documentation to enter into a formal EIS". ODOT and WSDOT agree to the pre-EIS work activities summarized below and further described in Exhibit "A":

- Pre-EIS Intergovernmental Coordination Plan
- Pre-EIS Communication Plan
- Scoping Assumptions, Alternatives and Issues for the DEIS
- Conceptual Engineering and Environmental Analysis
- Traffic and Tolling Analysis
- Tolling Issues
- Financial Issues and Funding Plan Strategy
- Regulatory Issues and Statutes Affecting Project Implementation
- Coordination with Innovative Public Partnership Program
- Cost Estimating Validation Process

It is the intent of the parties that the decision making and communications protocols implemented during this phase of the CRCP will serve as a foundation to be built upon when the project enters the formal EIS process.

2. DECISION MAKING. For the pre-EIS phase of this Project, ODOT and WSDOT agree to strive toward building consensus through the following decision making process summarized below and further described in Exhibit "B":

- State Transportation Commissions. ~~The Washington and Oregon Transportation Commissions~~ shall make the final decisions regarding (1) when to proceed into the federal EIS process and (2) the alternatives that will be carried forward for consideration in that process. *For Oregon.*
- Joint Subcommittee Leadership. ODOT and WSDOT agree to report to the Joint Subcommittee for project decisions and direction. The purpose of the Subcommittee is to ensure that the efforts of the two state transportation departments in planning for improvements to the crossings of the Columbia River are well coordinated, that maximum value is obtained from the federal grants received for project planning, and that public officials and citizens in both states are kept abreast of progress.
- WSDOT/ODOT Leadership
- FHWA/FTA's role will be to assist in informing the DOT's on lessons learned from other bi-state projects and in providing guidance to and clarifying federal EIS requirements. ~~FBI~~ *Guidance on NQT issues*

WSDOT will advise the Washington State TC on progress on this key project. The Oregon State T.C.

Senior Leadership →



assign staff to work on PTC REC

- Metropolitan Planning Organizations role will be to ~~review work on pre-EIS phase~~ and advise whether it satisfies regional transportation objectives and to take any formal action which may be required to move the CRCP from this pre-EIS phase into the formal EIS process. *Participate in Executive Committee. Appoint member to state committee*
- Local Jurisdictions and Agencies' role will be to ~~review work on pre-EIS phase~~ and advise whether it supports local transportation objectives and to take any formal action which may be required to move the CRCP from the current phase into the formal EIS process. *assign staff to work on PTC REC. Appoint member to state in Executive Committee. Nominate*
- \* • Executive Committee's role will be to ~~review work on pre-EIS phase, advise whether it satisfies bi-state transportation objectives and to make recommendations to the Joint Subcommittee of the WTC/OTC and the full Commissions when they make formal decisions with regard to the progress of the CRCP. The Executive Committee may appear before the MPO's, local jurisdictions and agencies to make their recommendations should those entities be required or choose to take formal action regarding the CRCP.~~ *main project oversight and that will*
- Bi-State Coordinating Committee's (BCC) role will be to review work on ~~pre-EIS phase~~ and advise whether it satisfies bi-state ~~transportation~~ objectives. It is expected that the BCC shall make recommendations to its member organizations, (the MPO's, transit agencies and local governments) in the event the work-products of this phase of the CRCP require formal action by all or some of those bodies. The BCC may appear before the OTC/WTC to make recommendations when those commissions choose to act upon the work-products from this phase of the CRCP. *Executive Committee policy*
- Regional Coordinating Committee's Role will be to critically review and evaluate the technical documentation developed by the consultant team with the goal of improving these technical products and their usefulness ~~upon the project's entry into the formal EIS process.~~ *Project Technical project*
- Project Leadership. Rob DeGraff, ODOT and Dale Himes, WSDOT will be the project directors for the Project. They will be responsible for overall scope, schedule and budget, and for managing any consultants retained with respect to the Project. Both DOTs' agree to commit the necessary staff resources to manage the consultants and to define and implement necessary performance measures. Bart Gernhart, WSDOT and Matt Garrett, ODOT will provide project development guidance to the project directors. Mary Legry, WSDOT will provide agency and community liaison guidance to the project directors. *Management*
- Senior Leadership. Senior leadership will consist of John Rosenberger, ODOT and Don Wagner, WSDOT who will provide overall project oversight and implementation of this MOU. These senior representatives will resolve any disagreements between the DOTs and provide guidance to the project leaders. *WSDOT and ODOT and Matt Garrett*

They are responsible for starting the Executive Comm, and the PTC, #

John Conrad

3. COMMUNICATION. For the pre-EIS phase of this project, overall project status will be regularly communicated to the following groups: Joint Subcommittee, Bi-State Coordinating Committee, the *Project Technical* Regional Coordinating Committee and the Executive Committee. The project report will describe the purpose and need and the current status

of the scope, schedule, budget and corresponding deliverables. Executive summaries will be prepared as necessary. All external communication on this project will be jointly agreed upon and sent under both DOTs' signature authority.

4. ONE PROJECT TEAM. ODOT, WSDOT, other Agencies and Consultants will dedicate resources and staff to create a single integrated organization for the Project. The goal is to have staff from ODOT, WSDOT, other Agencies and Consultants be co-located in a single office.

5. PROJECT DELIVERY. ODOT and WSDOT are committed to implementing this Project on an expedited basis as compared to most traditional approaches to project delivery. Assuming a replacement/supplemental bridge, the goal for beginning construction is Year ~~2010~~ 2012.

6. ENVIRONMENTAL IMPACT STATEMENT. ODOT and WSDOT agree to procure the services of an environmental consultant to develop the environmental impact statement no later than March, 2005. (Recognizing, then, that the EIS will start before the current pre-EIS phase is complete, the following issues will need to be addressed: ~~(See Steve Siegel)~~ (To be determined))

FUNDING PLAN. ODOT will initially dedicate \$3.9M and WSDOT will initially dedicate \$3M for the Project which amounts will be used primarily for pre-EIS work activities. ODOT and WSDOT each agree to work collectively and separately to identify revenue streams and obtain the additional funding necessary to implement the EIS phase of the Project. It is estimated that \$15-16 million is needed to move into the EIS process. It is agreed that WSDOT will take the lead in coordinating federal funding. Finally, a financial mechanism needs to be developed allowing each DOT to make incremental contributions during the course of the Project and then receive back their investment at the conclusion of the Project. The intent of this provision is to help insure relatively equal financial contributions by both DOTs'.

*WSDOT \$3.0M will be use toll credits for the local match.*

### Additional ~~FUTURE~~ ITEMS NEEDING RESOLUTION

1. Financial Responsibilities
  - a. Use of Toll Revenues
  - b. Allocation and Method of Funding Project Costs Not Paid by Tolls
  - c. Allocation of Toll "Local Match" Credits
2. Public-Private Partnership Proposals
  - a. Joint Process for Managing Public-Private Partnership Proposals
  - b. Joint Process for Selecting Public-Private Partnership Proposals
  - c. Joint Process for Managing Public-Private Partnership
3. Preliminary Assignment of Roles and Responsibilities
  - a. Lead Agency for EIS
  - b. Lead Agency for Construction
  - c. Lead Agency for Tolling

DOT

**DRAFT MEMORANDUM OF UNDERSTANDING**

The attached MOU is a draft, created to provide the framework for detailed discussions between WSDOT and ODOT. Any and all of its terms are subject to discussion, clarification and modification.

8-03-04 DRAFT

INTERAGENCY MEMORANDUM OF UNDERSTANDING  
COLUMBIA RIVER CROSSING PROJECT (CRCP)  
Pre-EIS Phase

1. PROJECT UNDERSTANDING. The purpose of this pre-EIS phase is to: “complete the technical, regulatory and funding analysis begun in the I-5 Partnership Study and prepare the required federal documentation to enter into a formal EIS”. ODOT and WSDOT agree to the pre-EIS work activities summarized below and further described in Exhibit “A”:

- Pre-EIS Intergovernmental Coordination Plan
- Pre-EIS Communication Plan
- Scoping Assumptions, Alternatives and Issues for the DEIS
- Conceptual Engineering and Environmental Analysis
- Traffic and Tolling Analysis
- Tolling Issues
- Financial Issues and Funding Plan Strategy
- Regulatory Issues and Statutes Affecting Project Implementation
- Coordination with Innovative Public Partnership Program
- Cost Estimating Validation Process

It is the intent of the parties that the decision making and communications protocols implemented during this phase of the CRCP will serve as a foundation to be built upon when the project enters the formal EIS process.

2. DECISION MAKING. For the pre-EIS phase of this Project, ODOT and WSDOT agree to strive toward building consensus through the following decision making process summarized below and further described in Exhibit “B”:

- State Transportation Commissions WSDOT will advise the Washington State Transportation Commission on progress on this key project. The Oregon State Transportation Commissions will make the final decisions regarding (1) when to proceed into the federal EIS process and (2) the alternatives that will be carried forward for consideration in that process for Oregon.

Joint Subcommittee Leadership. ODOT and WSDOT agree to report to the Joint Subcommittee for project decisions and direction. The purpose of the Subcommittee is to ensure that the efforts of the two state transportation departments in planning for improvements to the crossings of the Columbia River are well coordinated, that maximum value is obtained from the federal grants received for project planning, and that public officials and citizens in both states are kept abreast of progress.

- WSDOT/ODOT Leadership. Senior leadership will consist of John Rosenberger and Matt Garrett, ODOT and John Conrad and Don Wagner, WSDOT who will provide overall project oversight and implementation of this MOU. These senior representatives will resolve any disagreements between the DOTs and provide guidance to the project leaders.

Who is going to be the stakeholder group advising the Comm.?

- FHWA/FTA's role will be to assist in informing the DOT's on lessons learned from other bi-state projects and in providing guidance to and clarifying federal EIS requirements including issuance of the "Notice of Intent".
  - Metropolitan Planning Organizations role will be to assign staff to work on the Project Technical Committee (PTC). It will also advise whether the project satisfies regional transportation objectives and take any formal action which may be required to move the CRCP from this pre- EIS phase into the formal EIS process. In addition, the MPO's will appoint members to serve on the Executive Committee.
  - Local Jurisdictions and Agencies' role will be to assign staff to work on the PTC. It will also advise whether the project supports local transportation objectives and take any formal action which may be required to move the CRCP from the current phase into the formal EIS process. In addition, local jurisdictions and agencies will nominate members to serve on the Executive Committee.
  - Executive Committee's role will be to provide project oversight and to make recommendations to the Joint Subcommittee of the WTC/OTC with regard to the CRCP. The Executive Committee may appear before the MPO's, local jurisdictions and agencies to make their recommendations should those entities be required or choose to take formal action regarding the CRCP.
  - Bi-State Coordinating Committee's (BCC) role will be to review project work and advise the Executive Committee whether it satisfies bi-state policy objectives. It is expected that the BCC will make recommendations to its member organizations.
  - Project Technical Committee's (PTC) role will be to critically review and evaluate the technical documentation developed by the project team with the goal of improving these technical products and their usefulness upon the project's entry into the formal EIS process.
  - Project Management. Rob DeGraff, ODOT and Dale Himes, WSDOT will be the project directors for the Project. They will be responsible for overall scope, schedule and budget. They will also be responsible for staffing the Executive Committee and the PTC.
3. COMMUNICATION. For the pre-EIS phase of this project, overall project status will be regularly communicated to the following groups: Joint Subcommittee, Bi-State Coordinating Committee, Project Technical Committee and the Executive Committee. The project report will describe the purpose and need and the current status of the scope, schedule, budget and corresponding deliverables. Executive summaries will be prepared as necessary. All external communication on this project will be jointly agreed upon and sent under both DOTs' signature authority.
4. ONE PROJECT TEAM. ODOT, WSDOT, other Agencies and Consultants will dedicate resources and staff to create a single integrated organization for the Project. The goal is to have staff from ODOT, WSDOT, other Agencies and Consultants co-located in a single office.

5. PROJECT DELIVERY. ODOT and WSDOT are committed to implementing this Project on an expedited basis as compared to most traditional approaches to project delivery. Assuming a replacement/supplemental bridge, the goal for beginning construction is Year 2012.
  
6. ENVIRONMENTAL IMPACT STATEMENT. ODOT and WSDOT agree to procure the services of an environmental consultant to develop the environmental impact statement no later than March, 2005. Recognizing, then, that the EIS will start before the current pre-EIS phase is complete, the following issues will need to be addressed:  

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7. FUNDING PLAN. ODOT will initially dedicate \$3.9M and WSDOT \$3M for the project which amounts will be used primarily for pre-EIS work activities. WSDOT \$3.0M will use toll credits for the local match. ODOT and WSDOT each agree to work collectively and separately to identify revenue streams and obtain the additional funding necessary to implement the EIS phase of the Project. It is estimated that \$15-16 million is needed to move into the EIS process. It is agreed that WSDOT will take the lead in coordinating federal funding. Finally, a financial mechanism needs to be developed allowing each DOT to make incremental contributions during the course of the Project and then receive back their investment at the conclusion of the Project. The intent of this provision is to help insure relatively equal financial contributions by both DOTs'.

#### ADDITIONAL ITEMS NEEDING RESOLUTION

1. Financial Responsibilities
  - a. Use of Toll Revenues
  - b. Allocation and Method of Funding Project Costs Not Paid by Tolls
  - c. Allocation of Toll "Local Match" Credits
  
2. Public-Private Partnership Proposals
  - a. Joint Process for Managing Public-Private Partnership Proposals
  - b. Joint Process for Selecting Public-Private Partnership Proposals
  - c. Joint Process for Managing Public-Private Partnership
  
3. Preliminary Assignment of Roles and Responsibilities
  - a. Lead Agency for EIS
  - b. Lead Agency for Construction
  - c. Lead Agency for Tolling

Washington State Department of Transportation Commission  
Oregon Transportation Commission  
Joint Subcommittee on the Columbia River Crossing Project

Whereas the success of the Columbia River Crossing Project (the "Project") requires a clearly defined relationship between ODOT and WSDOT regarding shared decision-making and funding responsibilities.

Be it resolved that:

- (a) **ODOT and WSDOT prepare a cooperative agreement (the "Agreement") as a prerequisite to initiating the DEIS.** The Agreement will be amended from time to time as study results refine the Project and its implementation strategy. The Agreement should address, without limitation, the following:

1. **Funding Plan for Pre-DEIS and DEIS Activities**

- 1.1 **WSDOT and ODOT Share of Funding for Pre-DEIS and DEIS Activities**  
1.2 **Joint Administrative Procedures**

2. **Decision-Making Processes**

- 2.1 **Decision Process for Identifying Highway, Bridge, and Transit Alternatives for the Draft Environmental Impact Statement**  
2.2 **Decision Process for Selecting the Preferred Alternative for Highway, Bridge, and Transit Improvements**  
2.3 **Decision Process for Tolling Issues**  
2.4 **Decision Process for Advancing State Legislation**  
2.5 **Decision Process for Public-Private Partnership Issues**

3. **Communication Plan**  
4.3. **Financial Responsibilities**

- 3.1 Use of Toll Revenues  
3.2 Allocation and Method of Funding Project Costs Not Paid by Tolls  
3.3 Allocation of Toll "Local Match" Credits  
3.4 **Coordination of Federal Funding Requests**

5.4. **Public-Private Partnership Proposals**

- 4.1 Joint Process for Managing Public-Private Partnership Proposals  
4.2 Joint Process for Selecting Public-Private Partnership Proposals  
4.3 Joint Process for Managing Public-Private Partnership

6. 5. **Preliminary Assignment of Roles and Responsibilities**

- 5.1 **Lead Agency for EIS**  
5.2 **Lead Agency for Construction**  
5.3 **Lead Agency for Tolling**

- (b) ODOT and WSDOT staff shall provide an update on progress on the Agreement and key issues needing resolution at the next meeting of the Joint Subcommittee.

7. Project ~~Team~~ Team

9. Project Delivery

8. Project Office



**Washington State Department of Transportation Commission  
Oregon Transportation Commission  
Joint Subcommittee on the Columbia River Crossing Project**

Whereas the success of the Columbia River Crossing Project (the "Project") requires a clearly defined relationship between ODOT and WSDOT regarding shared decision-making and funding responsibilities.

Be it resolved that:

- (a) ODOT and WSDOT prepare a cooperative agreement (the "Agreement") as a pre-requisite to initiating the DEIS. The Agreement will be amended from time to time as study results refine the Project and its implementation strategy. The Agreement should address, without limitation, the following:
  - 1. Funding Plan for Pre-DEIS and DEIS Activities
    - 1.1 WSDOT and ODOT Share of Funding for Pre-DEIS and DEIS Activities
    - 1.2 Joint Administrative Procedures
  - 2. Decision-Making Processes
    - 2.1 Decision Process for Identifying Highway, Bridge, and Transit Alternatives for the Draft Environmental Impact Statement
    - 2.2 Decision Process for Selecting the Preferred Alternative for Highway, Bridge, and Transit Improvements
    - 2.3 Decision Process for Tolling Issues
    - 2.4 Decision Process for Advancing State Legislation
    - 2.5 Decision Process for Public-Private Partnership Issues
  - 3. Financial Responsibilities
    - 3.1 Use of Toll Revenues
    - 3.2 Allocation and Method of Funding Project Costs Not Paid by Tolls
    - 3.3 Allocation of Toll "Local Match" Credits
    - 3.4 Coordination of Federal Funding Requests
  - 4. Public-Private Partnership Proposals
    - 4.1 Joint Process for Managing Public-Private Partnership Proposals
    - 4.2 Joint Process for Selecting Public-Private Partnership Proposals
    - 4.3 Joint Process for Managing Public-Private Partnership
  - 5. Preliminary Assignment of Roles and Responsibilities
    - 5.1 Lead Agency for EIS
    - 5.2 Lead Agency for Construction
    - 5.3 Lead Agency for Tolling
- (b) ODOT and WSDOT staff shall provide an update on progress on the Agreement and key issues needing resolution at the next meeting of the Joint Subcommittee.

PB/Bechtel

DRAFTINTERGOVERNMENTAL AGREEMENT

The Oregon Department of Transportation ("ODOT"), an agency of the state of Oregon, and the Washington State Department of Transportation ("WSDOT"), an agency of the state of Washington, enter into this agreement effective as of \_\_\_\_\_, 2004.

WHEREAS, the Interstate 5 Bridge ("Existing Bridge") provide a critical interstate connection between the states of Oregon and Washington.

WHEREAS, the Existing Bridge was initially opened in 1917 and has exceeded its useful life and is presently operating at over-capacity with 10,000 trucks and 125,000 vehicles using the Existing Bridge and I-205 Corridor each day with 44% projected growth in usage by the 2020.

WHEREAS the Existing Bridge is a lift-span bridge which interrupts traffic when certain vessels pass under and the bridge exceeds its design capacity and the resulting significant traffic congestion and delays have a negative impact on the economy of both Oregon and Washington.

WHEREAS, the Bi-State Portland/Vancouver I-5 Transportation and Trade Partnership Task Force has recommended that the Existing Bridge will need to be replaced due to its age, traffic interruptions when in lifted position and overcapacity.

WHEREAS, the replacement of the Existing Bridge impacts both Oregon and Washington and cities, counties and communities in both states will need to be planned, developed, designed and constructed so as to be complementary to and consistent with ODOT and WSDOT transportation programs and with the programs of impacted cities, counties and communities.

WHEREAS, the replacement of the Existing Bridge will require a coordinated and integrated approach to environmental approvals, planning, funding, procuring, designing, constructing and operating and maintaining between ODOT and WSDOT and potentially impacted cities, counties and communities.

THEREFORE, ODOT and WSDOT enter into this intergovernmental agreement ("Agreement") with respect to the environmental approvals, development planning, funding, procuring, designing, constructing, operating and maintaining the replacement of the Existing Bridge and associated improvements to I-205 (collectively, "Project").

1. Integrated Team. ODOT and WSDOT will dedicate resources and staff to create a single integrated organization for the Project. The staff from ODOT and WSDOT will be co-located in a single office in the vicinity of the Existing Bridge. ODOT and WSDOT will share the cost for such office on an equal basis and will provide an approximately equal number of staffing. The Project office will be responsible for developing protocols for the media,

public outreach, Project information, Project website to be utilized by and applicable to each department and for managing any consultants or development companies retained with respect to the Project.

2. Project Leadership. [ODOT or WSDOT] will provide the project manager for the Project which individual will be subject to the approval of [ODOT or WSDOT]. [ODOT or WSDOT] will provide the \_\_\_\_\_ [insert title] for the Project which individual will be subject to the approval of [ODOT or WSDOT]. These Project leaders will work out of the Project office.
3. Senior Leadership. ODOT and WSDOT each will designate a senior member from their department to provide oversight for this Project and the implementation of this Agreement. These designated representatives will resolve any disagreements between the parties and provide guidance to the Project leaders and staff at the Project Office. These individuals will serve as the liaisons for the Project with their respective departments and other agencies and departments of their state and with the legislature for their state.
4. Expedited Project Delivery. Due to the critical need for this Project, both ODOT and WSDOT are committed to implementing this Project on an expedited basis as compared to most traditional approaches to project delivery. ODOT and WSDOT agree that a public-private partnership consistent with Oregon's \_\_\_\_\_ [statutory reference] is the most expeditious and cost efficient project delivery approach and will work together to implement such approach. ODOT and WSDOT agree that there will be single procurement instituted by one or the other department or by bi-state agency for each aspect of the Project with ODOT and WSDOT each involved in the development of the procurement and participating in the procurement process including the selection panel.
5. Environmental Approvals. ODOT and WSDOT agree that [ODOT or WSDOT] will be the sponsor for any federal environmental approvals required for the Project including, but not limited to, those required under the National Environmental Protection Act. As sponsor, [ODOT or WSDOT] will procure the services of an environmental consultant to develop the environmental impact statement no later than \_\_\_\_\_. [ODOT or WSDOT] will consult with [ODOT or WSDOT] regarding the environmental consultant procurement documents and process and representatives from [ODOT or WSDOT] will serve on the selection panel for that procurement. ODOT will assign its agreement with the Larkin Group to the selected environmental consultant so that the Larkin Group will perform services in support of the environmental impact statement as a subconsultant.
6. Funding. ODOT will initially dedicate \$\_\_\_\_\_ for the Project which amount will be used to defray the cost of the Project office, the environmental consultant team and any other consultants mutually agreeable to the parties.

WSDOT will initially dedicate \$\_\_\_\_\_ for the Project which amount will be used to defray the cost of the Project office, the environmental consultant team and any other consultants mutually agreeable to the parties. ODOT and WSDOT each agree to work collectively and separately to identify and obtain the additional funding necessary to implement this Project.

7. Bi-State Entity – ODOT and WSDOT will explore whether the creation of a bi-state agency or authority is necessary or helpful in implementing, financing, developing, operating and maintaining the Project.

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Oregon Department of Transportation

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Washington State Department of  
Transportation

**DRAFT 4-14-04****INTERAGENCY MEMORANDUM OF UNDERSTANDING**  
**COLUMBIA RIVER CROSSING PROJECT**  
**Pre-EIS Phase**

**THIS IS A MEMORANDUM OF UNDERSTANDING (MOU)** between the Oregon Department of Transportation (“ODOT”), an agency of the State of Oregon, and the Washington State Department of Transportation (“WSDOT”), an agency of the State of Washington. This MOU outlines the parties’ intent with respect to the necessary short-term pre-EIS activities for the Columbia River Crossing (Project).

**WHEREAS**, the Interstate 5 Bridge (“Existing Bridge”) provides a critical interstate infrastructure connection between the states of Oregon and Washington;

**WHEREAS**, the Existing Bridge was initially opened in 1917 and doubled in size in 1958 and has reached its useful life and is presently operating at over-capacity with 125,000 vehicles each day with 44% projected growth in usage by the 2020;

**WHEREAS** the Existing Bridge is a lift-span bridge which interrupts traffic when raised and exceeds its design capacity resulting in significant traffic congestion and delays which have a negative impact on the economy of both Oregon and Washington;

**WHEREAS**, the Bi-State Portland/Vancouver I-5 Transportation and Trade Partnership Task Force has recommended that the Existing Bridge will need to be replaced or supplemented due to overcapacity and traffic interruptions when in lifted position; and

**WHEREAS**, the replacement or supplementation of the Existing Bridge will require a coordinated and integrated approach to the pre-EIS activities and the parties now desire to identify certain activities that will be performed by the cooperating agencies;

**NOW THEREFORE, in the furtherance of the foregoing and mutual public benefits to be derived therefore, it is agreed as follows:**

1. Pre-EIS Work Activities. ODOT and WSDOT agree to the pre-EIS work activities described in Exhibit “A”.
2. Decision Making Process. For the pre-EIS phase of this Project, ODOT and WSDOT agree to the decision making process illustrated in Exhibit “B”.
3. Joint Subcommittee Leadership. ODOT and WSDOT agree to report to the Joint Subcommittee through established processes. The purpose of the Subcommittee is to ensure that the efforts of the two state transportation departments in planning for improvements to the crossings of the Columbia River are well coordinated, that maximum value is obtained from the federal grants received for project planning, and that public officials and citizens in both states are kept abreast of progress.
4. Project Leadership. ODOT and WSDOT will provide the project managers for the Project. These project managers will work out of the project office.

5. Senior Leadership. ODOT and WSDOT each will designate a senior member from their department to provide oversight for this Project and the implementation of this Agreement. These designated representatives will resolve any disagreements between the parties and provide guidance to the project leaders and staff at the project office. These individuals will serve as the liaisons for the Project with their respective departments and other agencies and departments of their state and with the legislature for their state.
6. Consultant Management. In order to conduct the necessary work activities for the pre-EIS and EIS phases of the Project, ODOT and WSDOT agree to retain the services of professional consultants. Both ODOT and WSDOT agree to commit the necessary staff resources to manage the consultants and to define and implement necessary performance measures.
7. Integrated Team. ODOT and WSDOT will dedicate resources and staff to create a single integrated organization for the Project. The staff from ODOT and WSDOT will be co-located in a single office. ODOT and WSDOT will share the cost for such office on an equal basis. The project office will be responsible for developing protocols for the media, public outreach, project information, project website to be utilized by and applicable to each department and for managing any consultants or development companies retained with respect to the Project.
8. Expedited Project Delivery. Due to the critical need for this Project, both ODOT and WSDOT are committed to implementing this Project on an expedited basis as compared to most traditional approaches to project delivery. ODOT and WSDOT agree that there will be single procurement instituted by one or the other department or by bi-state agency for each aspect of the Project with ODOT and WSDOT each involved in the development of the procurement and participating in the procurement process including the selection panel.
9. Environmental Approvals. ODOT and WSDOT agree to seek any federal and state environmental approvals required for the Project including, but not limited to, those required under the National Environmental Protection Act and the State Environmental Policy Act. To implement this action, ODOT and WSDOT agree to procure the services of an environmental consultant to develop the environmental impact statement no later than January 2005.
10. Funding. ODOT will initially dedicate \$3.9M and WSDOT will initially dedicate \$3M for the Project which amounts will be used for pre-EIS work activities. ODOT and WSDOT each agree to work collectively and separately to identify and obtain the additional funding necessary to implement the EIS phase of the Project.
11. Good Faith Effort. The parties agree to conduct all activities and perform all obligations in good faith and to work with one another to accomplish the goal of completing the Project.
12. Termination. This MOU will be terminated should any party be prevented from fulfilling its obligations as outlined herein. Termination of this MOU will not prejudice any rights or obligations accrued to the parties prior to termination. In the event of termination, all parties agree to review the costs and reimburse accordingly those funds not expended.

The parties also agree to provide for the disbursement of non-monetary assets as appropriate.

13. Liability. No liability will attach to any party to this MOU by reason of entering into this MOU, except as expressly provided herein.
14. Implementation. The parties agree that contractual agreements between agencies will be necessary to implement the provisions of this MOU.

SIGNED AND ACCEPTED:

\_\_\_\_\_  
Oregon Department of Transportation

\_\_\_\_\_  
Washington State Department of  
Transportation

Washington State Department of Transportation Commission  
Oregon Transportation Commission  
Joint Subcommittee on the Columbia River Crossing Project

Whereas the success of the Columbia River Crossing Project (the "Project") requires a clearly defined relationship between ODOT and WSDOT regarding shared decision-making and funding responsibilities.

Be it resolved that:

- (a) **ODOT and WSDOT prepare a cooperative agreement (the "Agreement") as a prerequisite to initiating the DEIS.** The Agreement will be amended from time to time as study results refine the Project and its implementation strategy. The Agreement should address, without limitation, the following:

**1. Funding Plan for Pre-DEIS and DEIS Activities**

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- 1.1 **WSDOT and ODOT Share of Funding for Pre-DEIS and DEIS Activities**
- 1.2 **Joint Administrative Procedures**

**2. Decision-Making Processes**

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- 2.1 **Decision Process for Identifying Highway, Bridge, and Transit Alternatives for the Draft Environmental Impact Statement**
- 2.2 **Decision Process for Selecting the Preferred Alternative for Highway, Bridge, and Transit Improvements**
- 2.3 **Decision Process for Tolling Issues**
- 2.4 **Decision Process for Advancing State Legislation**
- 2.5 **Decision Process for Public-Private Partnership Issues**

**3. Financial Responsibilities**

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- 3.1 **Use of Toll Revenues**
- 3.2 **Allocation and Method of Funding Project Costs Not Paid by Tolls**
- 3.3 **Allocation of Toll "Local Match" Credits**
- 3.4 **Coordination of Federal Funding Requests**

**4. Public-Private Partnership Proposals**

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- 4.1 **Joint Process for Managing Public-Private Partnership Proposals**
- 4.2 **Joint Process for Selecting Public-Private Partnership Proposals**
- 4.3 **Joint Process for Managing Public-Private Partnership**

**5. Preliminary Assignment of Roles and Responsibilities**

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- 5.1 **Lead Agency for EIS**
- 5.2 **Lead Agency for Construction**
- 5.3 **Lead Agency for Tolling**

- (b) ODOT and WSDOT staff shall provide an update on progress on the Agreement and key issues needing resolution at the next meeting of the Joint Subcommittee.



# DRAFT 4-14-04

## INTERAGENCY MEMORANDUM OF UNDERSTANDING COLUMBIA RIVER CROSSING PROJECT Pre-EIS Phase

**THIS IS A MEMORANDUM OF UNDERSTANDING (MOU)** between the Oregon Department of Transportation (“ODOT”), an agency of the State of Oregon, and the Washington State Department of Transportation (“WSDOT”), an agency of the State of Washington. This MOU outlines the parties’ intent with respect to the necessary short-term pre-EIS activities for the Columbia River Crossing (Project).

**WHEREAS**, the Interstate 5 Bridge (“Existing Bridge”) provides a critical interstate infrastructure connection between the states of Oregon and Washington;

**WHEREAS**, the Existing Bridge was initially opened in 1917 and doubled in size in 1958 and has reached its useful life and is presently operating at over-capacity with 125,000 vehicles each day with 44% projected growth in usage by the 2020;

**WHEREAS** the Existing Bridge is a lift-span bridge which interrupts traffic when raised and exceeds its design capacity resulting in significant traffic congestion and delays which have a negative impact on the economy of both Oregon and Washington;

**WHEREAS**, the Bi-State Portland/Vancouver I-5 Transportation and Trade Partnership Task Force has recommended that the Existing Bridge will need to be replaced or supplemented due to overcapacity and traffic interruptions when in lifted position; and

**WHEREAS**, the replacement or supplementation of the Existing Bridge will require a coordinated and integrated approach to the pre-EIS activities and the parties now desire to identify certain activities that will be performed by the cooperating agencies;

**NOW THEREFORE, in the furtherance of the foregoing and mutual public benefits to be derived therefore, it is agreed as follows:**

- I < 1. Pre-EIS Work Activities. ODOT and WSDOT agree to the pre-EIS work activities described in Exhibit “A”.
- I < 2. Decision Making Process. For the pre-EIS phase of this Project, ODOT and WSDOT agree to the decision making process illustrated in Exhibit “B”.
3. Joint Subcommittee Leadership. ODOT and WSDOT agree to report to the Joint Subcommittee through established processes. The purpose of the Subcommittee is to ensure that the efforts of the two state transportation departments in planning for improvements to the crossings of the Columbia River are well coordinated, that maximum value is obtained from the federal grants received for project planning, and that public officials and citizens in both states are kept abreast of progress.
4. Project Leadership. ODOT and WSDOT will provide the project managers for the Project. These project managers will work out of the project office.

5. Senior Leadership. ODOT and WSDOT each will designate a senior member from their department to provide oversight for this Project and the implementation of this Agreement. These designated representatives will resolve any disagreements between the parties and provide guidance to the project leaders and staff at the project office. These individuals will serve as the liaisons for the Project with their respective departments and other agencies and departments of their state and with the legislature for their state.
6. Consultant Management. In order to conduct the necessary work activities for the pre-EIS and EIS phases of the Project, ODOT and WSDOT agree to retain the services of professional consultants. Both ODOT and WSDOT agree to commit the necessary staff resources to manage the consultants and to define and implement necessary performance measures.
7. Integrated Team. ODOT and WSDOT will dedicate resources and staff to create a single integrated organization for the Project. The staff from ODOT and WSDOT will be co-located in a single office. ODOT and WSDOT will share the cost for such office on an equal basis. The project office will be responsible for developing protocols for the media, public outreach, project information, project website to be utilized by and applicable to each department and for managing any consultants or development companies retained with respect to the Project.
8. Expedited Project Delivery. Due to the critical need for this Project, both ODOT and WSDOT are committed to implementing this Project on an expedited basis as compared to most traditional approaches to project delivery. ODOT and WSDOT agree that there will be single procurement instituted by one or the other department or by bi-state agency for each aspect of the Project with ODOT and WSDOT each involved in the development of the procurement and participating in the procurement process including the selection panel.
9. Environmental Approvals. ODOT and WSDOT agree to seek any federal and state environmental approvals required for the Project including, but not limited to, those required under the National Environmental Protection Act and the State Environmental Policy Act. To implement this action, ODOT and WSDOT agree to procure the services of an environmental consultant to develop the environmental impact statement no later than January 2005.
10. Funding. ODOT will initially dedicate \$3.9M and WSDOT will initially dedicate \$3M for the Project which amounts will be used for pre-EIS work activities. ODOT and WSDOT each agree to work collectively and separately to identify and obtain the additional funding necessary to implement the EIS phase of the Project.
11. Good Faith Effort. The parties agree to conduct all activities and perform all obligations in good faith and to work with one another to accomplish the goal of completing the Project.
12. Termination. This MOU will be terminated should any party be prevented from fulfilling its obligations as outlined herein. Termination of this MOU will not prejudice any rights or obligations accrued to the parties prior to termination. In the event of termination, all parties agree to review the costs and reimburse accordingly those funds not expended.

Project Team  
Project Office  
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II

II

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The parties also agree to provide for the disbursement of non-monetary assets as appropriate.

13. Liability. No liability will attach to any party to this MOU by reason of entering into this MOU, except as expressly provided herein.
14. Implementation. The parties agree that contractual agreements between agencies will be necessary to implement the provisions of this MOU.

SIGNED AND ACCEPTED:

\_\_\_\_\_  
Oregon Department of Transportation

\_\_\_\_\_  
Washington State Department of  
Transportation

## Himes, Dale

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**From:** Wagner, Don  
**Sent:** Monday, July 12, 2004 7:45 AM  
**To:** Himes, Dale; Gernhart, Bart; Legry, Mary  
**Subject:** FW: St. Louis Bi-State Agency

FYI. I don't know if Doug really has concluded this is the way to go or not.

Don Wagner  
SWRegion Administrator

-----Original Message-----

**From:** Conrad, John  
**Sent:** Sunday, July 11, 2004 3:44 PM  
**To:** Hammond, Paula; Wagner, Don  
**Subject:** FW: St. Louis Bi-State Agency

-----Original Message-----

**From:** Page, Richard S. [mailto:Page@pbworld.com]  
**Sent:** Friday, July 09, 2004 1:16 PM  
**To:** McDonaldD@wsdot.wa.gov  
**Cc:** ConradJ@wsdot.wa.gov; Jeffrey Goldstein (E-mail); Jim Leahy (BEn) (E-mail)  
**Subject:** St. Louis Bi-State Agency

\*\*\* eSafe detected hostile content in this email and removed it. \*\*\*  
\Metro - Inside Metro - Overview.url Msg #705 - The file type url,application/octet-stream; is on the Restricted List.

<http://www.metrostlouis.org/InsideMetro/overview.asp>

At our meeting two weeks ago, you expressed interest in this example of a bi-state compact. I've been out of town since our meeting, so I'm just now getting it to you. The CEO/Executive Director is a personal friend of mine, Larry Salci, who's been in the job almost two years. It was created in 1949 by legislation in MO and IL, ratified by the Congress. You'll see on this attachment that they have several powers and activities in addition to operating the metro area bus and light rail system.

In addition, some background legal research on interstate compacts was done by the Ater Wynne law firm, for Neil Goldschmidt and John Carter about two years ago. Jeff Goldstein and I have not seen that research, but we could probably get it if it would be of interest to you.

We agree with your conclusion, Doug, that a Columbia River Crossing project needs to build under a bi-state authority. The other two primary examples are, of course, the Port of New York and New Jersey, and the Washington DC Transit Authority, where I was general manager. The transit authority organic statute had to be identical in wording when it passed the DC City Council, the Virginia Assembly, and the Maryland legislature, and that statute was then ratified by act of Congress.

Thanks again for the productive meeting.

Dick Page  
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## Overview

- The Bi-State Development Agency is now doing business as Metro.
- Metro's mission statement is "regional economic development through excellent transportation."
- Metro was created in 1949 through a compact between Missouri and Illinois approved by the United States Congress.
- Metro's broad powers enable it to cross local, county, and state boundaries to construct, maintain, own, and operate specific facilities in its efforts to enhance the quality of life in the region. Its service area encompasses 200 municipalities.
- Metro owns and operates the St. Louis Metropolitan region's public transportation system. The Metro System includes MetroLink, the region's light rail system; MetroBus, the region's bus system; and Call-A-Ride, the paratransit van system.
- Metro also owns and operates St. Louis Downtown Airport and the adjoining industrial business park, the Gateway Arch Transportation System, ticketing and reservation facilities, the Gateway Arch Riverboats and the Arch Parking Garage adjacent to the Arch.
- Metro is governed by a 10-member Board of Commissioners; five each from Missouri and Illinois, who are appointed by the respective State Governors. The commissioners are required to be resident voters of the respective states and within the Bi-State Metropolitan Region. Commissioners serve without compensation.
- Metro carried 46,025,179 passengers on MetroLink, MetroBuses and Call-A-Ride in Fiscal Year (FY) 2003.
- The average weekday ridership for MetroLink in FY 2003 was 44,539.
- In FY 2003, the average weekday ridership for MetroBus was 101,172.
- The average weekday ridership for Call-A-Ride in FY 2003 was 1,954.
- Metro has a fleet of 470 buses, 65 light rail vehicles and 126 Call-A-Ride paratransit vans.
- The FY 2003 operating budget for Metro's Transit System was \$163.4 million. The total budget totaled \$530.9 million. For FY 2004, the transit-operating budget is \$163.4 million. The capital budget totals \$652 million.
- Metro System operations are subsidized by sales taxes from St. Louis City and St. Louis County, Missouri; the St. Clair County Illinois Transit District, federal and state grants and subsidies from fares paid by customers.
- The FY 2003 operating budget for Metro's non-transit entities (Arch Trams, Arch Riverboats, St. Louis Downtown Airport) was \$7.0 million. The total budget totaled \$6.0 million. The FY 2004 operating budget for non-transit entities is \$7.0 million. The capital budget totals \$3.6 million.
- Security for the Metro System is provided by uniformed police officers along with uniformed and undercover security officers. A comprehensive security system that includes well-lit stations and cars, closed-circuit television monitoring, emergency telephones, continuous police patrol of rail cars and stations, security personnel at ride lots, and constant radio communication between vehicle operators and MetroBus Central Control.
- Metro has over 2,200 employees.
- In FY 2003, MetroBuses traveled 17.0 million revenue miles. MetroLink trains traveled 17.0 million revenue miles and Call-A-Ride paratransit vans traveled 4.5 million revenue miles.
- Metro has over 15,200 bus stops and 585 non-advertising and 323 advertising bus routes in Missouri and Illinois.

- Metro's Transit Information and Customer Service Operators answered 616,881 transit assistance and free timetables in FY 2002. The department also responded to 3,412 e-mails from customers.
- During FY 2003, over 165,882 airplanes landed or took off from St. Louis Downtown Airport and 1,676,342 gallons of fuel were sold by fixed-base operators to air the airport's facilities.
- In FY 2003, 156,950 passengers cruised on the Gateway Arch Riverboats.
- In FY 2003, 297,635 vehicles used the Arch Parking Garage.
- Over 906,640 passengers rode the Tram to the top of the Gateway Arch in FY 2003.

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