

**COOPERATIVE IMPROVEMENT AGREEMENT
TELECOMMUNICATIONS INFRASTRUCTURE**

This AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT"; THE CITY OF PORTLAND, acting by and through its elected officials, hereinafter referred to as "City"; and Tri-County Metropolitan Transit District of Oregon (Tri-Met).

WITNESSETH

RECITALS

1. By the authority granted in ORS 366.770 and 366.775 ODOT may enter into cooperative agreements with the counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. Tri-Met and the City of Portland's Bureau of General Services (BGS) are also involved in planning, financing and implementing infrastructure for transportation, telecommunications, and public safety projects in the same regional area.
3. Tri-Met, ODOT and City are all currently using the City of Portland's 800 MHz public safety radio and mobile data systems, and planning and operating relationships are in place among these agencies.
4. It has been determined by City and ODOT that the addition of Tri-Met and the BGS to this agreement will allow the most efficient use of public resources to meet the goals of providing advanced telecommunications infrastructure to support regional transportation programs, and that extensive collaboration on fiber infrastructure projects will benefit all organizations and the public.

TERMS AND CONDITIONS

1. Structure of the Cooperative Arrangement:

This agreement establishes a working committee for coordination of communications infrastructure for public safety and transportation. This committee shall be called the "Cooperative Telecommunications Infrastructure Committee" (CTIC). CTIC shall operate as an equal relationship between the City (represented by BGS), ODOT and Tri-Met for the purpose of coordinating development of telecommunications infrastructure to support the goals and operational missions of these organizations. Each organization shall appoint and designate a voting member to a CTIC. Committee which shall serve as the Executive Committee. Each organization may appoint and designate an alternate to serve in the absence of the first designated member and such alternate shall have the full authority of the designated member in the member's absence.

The Executive Committee is directed by this agreement to establish collaborative network architectures, designs, implementation plans, expansion plans and maintenance plans to create a regional communications network infrastructure to serve all partner organizations.

The purpose of CTIC shall be to coordinate use of network assets, such as funding, physical assets, rights-of-way, equipment and labor in such a way as to benefit all partners whenever practical, and avoid the development of duplicative network investment.

This Executive Committee shall also suggest minimum standards for network construction and network operations; and amend and add to the body of their collaborative rules as necessary. All CTIC executive committee members are subject to the overall rules and authority of their respective governing bodies.

2. Responsibilities of Each Organization

Each organization agrees to insure that its particular internal rules for accounting, reporting and other administrative rules are adhered to during the course of business in participating in the CTIC cooperative agreement

Each organization agrees to share infrastructure with the other organizations under the terms and guidelines to be established by the Executive Committee, provided that such sharing does not compromise the integrity of that organization's telecommunications system.

Each organization agrees to leverage financial assets where possible to create shared infrastructure in accordance with this Agreement.

Unless restricted by existing agreements each organization agrees to provide access to public rights-of-way in its control to the other organizations party to this agreement for the purpose of installing and maintaining infrastructure under the terms and conditions to be established by the Executive Committee.

Each organization agrees to provide project plans and specifications on construction projects to CTIC for review.

3. Term of the Agreement

This agreement shall remain in full force and effect for a period of ten years from the date of execution. This agreement may be amended by the mutual consent of all parties in writing.

Any party may terminate its participation in this Cooperative Agreement at any time, by notifying the remaining parties in writing not less than 90 days in advance. However, all agreements to share facilities made prior to that notification may not be

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revoked, and shall remain in full force and effect during the remainder of the initial term of ten years.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The Mayor and the Auditor of the City of Portland are authorized to execute agreements on behalf of the City.

The Oregon Transportation Commission on March 18, 1999, approved Subdelegation Order No. 2 in which the Director grants authority to the Executive Deputy Director/Chief Engineer to approve and execute agreements for day to day activities.

APPROVAL RECOMMENDED

By _____
Region 1 Manager.

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Exec. Dept. Director/Chief Eng.

Date _____

APPROVED AS TO LEGAL SUFFICIENCY:

By _____
Assistant Attorney General

CITY OF PORTLAND, by and through its Elected Officials

By _____
Commissioner Hales

APPROVED AS TO LEGAL SUFFICIENCY

By _____
City Attorney

By _____
City Auditor

Date _____

TRI-MET

By _____
General Manager

Date _____