

HARDY MYERS
Attorney General



PETER D. SHEPHERD
Deputy Attorney General

DEPARTMENT OF JUSTICE
GENERAL COUNSEL DIVISION

May 31, 2006

John Osborn
Columbia River Crossing
700 Washington Street
Vancouver, WA 98660

Re: Personal Services Contract (Special Assistant Attorney General)

Please find enclosed an original copy for your files. If you have any questions, please feel free to call me at 503-947-4530. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Dawn R. Faulkner". The signature is written in a cursive style.

Dawn R. Faulkner
Legal Secretary
Business Transactions Section

Enclosures:

STATE OF OREGON
PERSONAL SERVICES AGREEMENT
(SPECIAL ASSISTANT ATTORNEYS GENERAL)

This Agreement is between the State of Oregon (“State”), acting by and through its Department of Justice (“DOJ”) and the law firm of **Nossaman, Guthner, Knox & Elliott, LLP** (the “Firm”).

RECITALS

WHEREAS, pursuant to ORS Chapter 180 DOJ provides legal services required by the State and its various agencies, departments, boards, bureaus, commissions, and officers; and

WHEREAS, DOJ has authority under ORS Chapter 180 to contract with counsel outside of DOJ to provide the State with certain legal services on behalf of DOJ; and

WHEREAS, DOJ desires to contract for legal services with outside counsel to provide advice and representation to DOJ for the benefit of the Oregon Department of Transportation (“Benefiting Agency”).

WHEREAS, the Firm desires to provide the legal services required under this Agreement; and

WHEREAS, the parties desire to set forth the terms and conditions governing their relationship in connection with such legal services, consistent with the rules of professional responsibility applicable to all attorneys.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

Article I
Effective Date and Duration

1.1 Effective Date. This Agreement is effective on the date on which each party has signed this Agreement (the “Effective Date”) and terminates on June 30, 2008 (the “Term”), unless earlier terminated, or extended by amendment in accordance with this Agreement. **The Firm shall notify the Supervising Attorney (as defined in Article IX of the Agreement) in writing thirty (30) days before the Term expires.**

1.2 Special Assistant Attorneys General Appointment. By signing as identified in **Exhibit A**, the attorney[s] set forth in **Exhibit A** agree to accept appointment as Special Assistant Attorneys General for the purpose of and subject to this Agreement, and to take an Oath of Office or an Affirmation of Office in a form substantially similar to one of the samples set forth as **Exhibit B-1 and B-2**. By signature of either the Attorney General or Deputy Attorney General to this Agreement, the attorney[s] set forth in **Exhibit A** are appointed as Special Assistant Attorneys General (each a “Special AAG”). Appointment as a Special Assistant Attorney General may be withdrawn at any time and for any reason by either the Attorney General or Deputy Attorney General. For each attorney identified in **Exhibit A**, the Firm shall deliver to the Supervising Attorney (as defined in Article XI of the Agreement) a properly dated, executed and notarized Oath of Office or Affirmation of Office.

Article II Statement of Work

2.1 Legal Services. Upon request by the Supervising Attorney, the Firm shall provide the following legal services (the "Services"):

The Firm shall advise DOJ and the Benefiting Agency in connection with the Columbia River Crossing Project ("CRC Project"). The CRC Project is a bi-state project involving the States of Oregon and Washington and their respective departments of transportation ("ODOT," here the "Benefiting Agency," and "WSDOT"), with legal representation by DOJ and the Washington State Attorney General's Office ("AGO"). The CRC Project is intended to address transportation needs along the I-5 Corridor between Portland and Vancouver, Washington. The Firm's advice may include:

- (i) Advising DOJ and the Benefiting Agency concerning construction of a new bridge and renovation of existing facilities;
- (ii) Providing assistance on a task order basis in the development of innovative funding, financing, institutional ownership, and project delivery options for the CRC Project; and
- (iii) Drafting documents and memoranda related to the necessary agreements and implementation of the CRC Project.

2.2 Relationship to State of Washington. Throughout the Term, the Firm shall maintain a Special AAG agreement with AGO for the benefit of WSDOT in connection with the CRC Project (the "Washington Agreement"), generally similar to this Agreement. The Firm shall render Services concurrently to DOJ and AGO for the benefit of the Benefiting Agency and WSDOT under the concurrent supervision of DOJ and AGO. Where this Agreement requires approval of or delivery, or notice to the Supervising Attorney, such approval, delivery, or notice must also be obtained from or made to the supervising attorney under the Washington Agreement.

2.3 Supervision. The Firm shall cause all Services performed, and work product delivered under this Agreement by the Firm's partners, affiliates, of counsel, associates, paralegals and clerical staff to be either performed or supervised and approved by a Special AAG.

Article III Consideration; Payment

3.1 Consideration. The Firm acknowledges and agrees that WSDOT is the only source of funds for all payment for Services and reimbursements provided under this Agreement following the process described in Section 3.3. Neither DOJ nor the Benefiting Agency are obligated to pay Firm under this Agreement. The total maximum compensation payable to the Firm for Services rendered and expenses incurred under this Agreement and for services rendered and expenses incurred under the Washington Agreement is **\$500,000.00** (the "Maximum Compensation"). The Firm shall not submit billings in excess of the Maximum Compensation. The Firm's billings and invoices must comply with the terms and conditions of this Agreement, including the rate schedule in Section 3.2 and the invoicing process in Section 3.3.

3.2 Professional Fees. The Firm's fees must be generally no higher than its customary and reasonable rates offered to comparable public sector clients on comparable projects. The Firm's fees for 2006 for lawyers identified as likely to provide Services are the following, subject to increases on January 1 of each year:

ATTORNEY/LEGAL ASSISTANT	HOURLY RATE
Geoffrey Yarema	\$495 per hour
Fredric Kessler	\$470 per hour
Brian Papernik	\$410 per hour
Barney Allison	\$450 per hour
Tom Long	\$400 per hour
Anne-Therese Schmid	\$245 per hour
Brandon Davis	\$220 per hour
Bryce Little	\$215 per hour

To reduce legal fees, the Firm agrees to assign tasks among its partners and associates commensurate with the level of expertise required and to use Legal Assistants, Law Clerks or support staff where appropriate. The Firm shall not bill separately for secretarial, clerical, or other support staff services.

3.3 Submission of Invoice. The process for submission of invoices is as follows: The Firm shall deliver invoices for professional fees and reimbursable costs and expenses to AGO, at the address specified by AGO, with a copy of the invoice to DOJ. The Firm's invoices must be reviewed and approved by AGO and DOJ before the Firm is entitled to payment on any invoice. Invoices must aggregate Services for, and present a combined sum for payment by WSDOT. Upon AGO's and DOJ's approval of an invoice, AGO will forward the invoice to WSDOT for payment. Following WSDOT's payment of the invoice, WSDOT may bill the Benefiting Agency for reimbursement, according to the terms of the Interstate Funding Agreement for the Columbia River Crossing Project (GCA 4723) (the "IGA") between the Benefiting Agency and WSDOT. According to separate agreement between AGO and DOJ, DOJ has agreed to notify AGO of any objections to, concerns with or approval of the Firm's invoice within 10 days of receipt of the copy of the invoice and AGO has agreed not to forward any invoice to WSDOT for payment without DOJ approval.

Article IV Costs and Expenses

4.1 Reimbursement. The Firm acknowledges and agrees that WSDOT is the source of funds for all payment for reimbursements of the expenses allowed by this Article IV. The Firm shall follow the invoicing process set forth in Section 3.3 for expense reimbursements. The Firm is entitled to reimbursement for its reasonable costs and expenses only as follows, subject to Schedule 4.1:

- 4.1.1 **Photocopying.** For normal photocopying at a maximum of 15 cents per page. Expedited photocopying or oversized document photocopying may be reimbursed at a higher rate only with the prior approval of the Supervising Attorney.
- 4.1.2 **Postage/courier.** For postage and courier services at the Firm's actual costs.
- 4.1.3 **Telephone/facsimile.** For long-distance telephone service and long-distance facsimile at the Firm's actual cost.
- 4.1.4 **Travel.**
- 4.1.4(a) For travel expenses in accordance with the State's travel policy established in the Oregon Accounting Manual, available from the Oregon Department of Administrative Services State Controller's Division <http://www.das.state.or.us/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf>. (the "State Travel Policy"). The Firm must conduct all travel in the most efficient and cost-effective manner resulting in the best value to the State.
- 4.1.4(b) Out of State Travel. For travel expenses incurred while traveling to and from the States of Oregon and Washington ("Out-of-State Travel") only when approved in advance, and in writing, by the Supervising Attorney. Out-of-State Travel expenses are subject to the restrictions set forth in the State Travel Policy and ORS 292.230.
- 4.1.4(c) Rates. For travel expenses of the Firm at the rates set forth in the State Travel Policy as of the date the Firm incurred the travel or other expenses.
- 4.1.5 **Parking.** For parking expenses that are reasonable and necessary at the Firm's actual costs.

4.2 Other Costs and Expenses. The Firm shall obtain separate written approval of the Supervising Attorney for any exceptions to the provisions of this Article IV prior to incurring any such expense for which reimbursement from the Benefiting Agency will be sought.

4.3 Expenses Included in Maximum Compensation. All expenses referenced in this Article IV are included in the Maximum Compensation amount.

4.4 Coordination of Costs and Expenses. In the event of a conflict between the cost and expense amounts payable under this Agreement and those payable under the Washington Agreement, the Firm is entitled to payment at the rates specified in the Washington Agreement.

Article V Conflicts; Procedure for Consent

5.1 Conflicts. The Firm acknowledges and agrees that it represents the interests of the State of Oregon on behalf of DOJ and the Benefiting Agency. DOJ acknowledges and agrees that under the Washington Agreement, the Firm represents the interests of the State of Washington on behalf of AGO and WSDOT. The

Firm shall perform no Services that are adverse to the Benefiting Agency or WSDOT and shall not represent either state in any situation where the interests of the states are adverse.

5.2 Disclosure and Request For Consent. As of the Effective Date, the Firm represents that it has provided adequate information to DOJ related to any conflicts of interest within the meaning of the California Rules of Professional Conduct (“California RPCs”) for purposes of obtaining the State’s informed consent. If the Firm determines that California RPC 3-310 requires written disclosure to the State but not written informed consent of the State, the Firm shall deliver the written disclosure to the Supervising Attorney. If the Firm determines that California RPC 3-310 requires written informed consent of the State, the Firm shall submit a written disclosure and request for informed written consent, in conformity with California RPC 3-310, to the Deputy Attorney General, with a copy to the Supervising Attorney. In the event California RPC 3-310 is renumbered, amended or replaced, this section shall be given effect to the extent possible pursuant to such successor provision. The provisions of California RPC 3-310 establish the minimum requirements with respect to the Firm’s obligations to provide written disclosure and written informed consent to the State. To the extent that the attorney-client conflict laws or rules of another jurisdiction apply to the practice of law by the Firm or one of its attorneys under this Agreement, those laws or rules are in addition to, rather than in lieu of, the provisions of California RPC 3-310. Whenever this Agreement or California RPC 3-310 requires disclosure to or written informed consent of the State of Oregon, the Firm shall make such disclosure or disclose such request for written informed consent, as applicable, under the Washington Agreement.

5.3 Additional Restrictions. No consent under this Article V shall be construed as waiving or diminishing a Special AAG's restrictions set forth in Section 7.2 of this Agreement.

Article VI Termination

6.1 Parties’ Right to Terminate for Convenience. This Agreement may be terminated at any time by mutual written consent of DOJ and the Firm. DOJ may terminate this Agreement for its convenience immediately upon written notice to the Firm. The Firm may terminate this Agreement effective upon delivery of thirty (30) days written notice to DOJ, provided termination is consistent with the Firm’s ethical obligations.

6.2 DOJ’s Right to Terminate for Cause. DOJ may terminate or modify this Agreement, effective upon delivery of written notice from DOJ to the Firm, or at such later date as DOJ may establish in writing, under any of the following conditions:

- 6.2.1 If funding from federal, state, or other sources is not obtained and continued at levels sufficient to pay for the Firm’s Services;
- 6.2.2 If federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the Services are prohibited or the Benefiting Agency is prohibited from paying for the Services from the planned funding source;
- 6.2.3 If for any reason the Firm or Special AAG no longer holds any license or certificate that is required to perform the Services, or the Attorney General or Deputy Attorney General withdraws the Special AAG appointment of any of the Firm’s attorneys;

- 6.2.4 If the Firm fails to provide Services called for by this Agreement within the time specified herein or any extension thereof; or
- 6.2.5 If the Firm fails to discharge any other obligation imposed on it by this Agreement, or so fails to pursue the Services as to endanger the Firm's performance under this Agreement in accordance with its terms and after receipt of written notice from DOJ, fails to correct such failure within five (5) business days or such other period as DOJ may authorize or require.

6.3 Remedies. The rights and remedies of DOJ provided in this Article VI are not exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Termination of this Agreement pursuant to Sections 6.1 or 6.2 is without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination under this Article VI, the Firm shall immediately cease all activities under this Agreement, unless expressly directed otherwise by DOJ in the notice of termination. Further, upon termination, the Firm shall deliver to DOJ all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed.

6.4 Revocation of Appointment. Termination of this Agreement shall revoke any appointment as Special AAG pursuant to this Agreement.

6.5 Delivery of Work-in-Progress. Upon the request of the Supervising Attorney, the Firm shall surrender to DOJ or anyone designated by DOJ all documents, research or objects or other tangible things needed to complete the Services and any work product requested hereunder.

Article VII Compliance with Applicable Law

7.1 Compliance. The Firm shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement.

7.2 Prohibited Acts. The individual attorneys identified in **Exhibit A** are to be appointed as Special AAGs under this Agreement. A Special AAG is a state officer for the purpose of, and shall not act in contravention of, Article XV, § 7 of the Oregon Constitution.

Article VIII Ownership of Work Product

The Firm's work products that result from this Agreement are the property of DOJ and AGO, although the Firm reserves the right to retain copies of such work product and to use the same consistent with its ethical obligations. The Firm shall send all work products produced for delivery under this Agreement to the Supervising Attorney as they are produced.

Article IX Indemnity

THE FIRM SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON, DOJ AND THE BENEFITING AGENCY, THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND MEMBERS AS APPLICABLE, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES AND LIABILITIES RESULTING FROM, ARISING OUT OF OR RELATING TO THE NEGLIGENT OR WILLFUL ACTS, OMISSIONS, OR ANY BREACH OF THIS AGREEMENT BY THE FIRM OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS AS APPLICABLE UNDER THIS AGREEMENT.

Article X Insurance

10.1 Professional Liability. The Firm shall maintain professional liability insurance in a form and in an amount not less than is required by the jurisdiction where attorneys of the Firm practice law under this Agreement.

10.2 Workers' Compensation. All employers, including the Firm, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. The Firm shall ensure that each of its subcontractors complies with these requirements.

10.3 Automobile Liability. For any vehicle used in connection with the Services performed under this Agreement, the Firm shall ensure that the vehicles are covered by automobile liability insurance with limits of not less than those required by Oregon Financial Responsibility Law.

Article XI Supervising Attorney

11.1 Supervising Attorney. The Supervising Attorney for this Agreement is Theodore C. (Ted) Falk. The Attorney in Charge of the Business Transactions Section, General Counsel Division, Department of Justice (the "AIC") may designate a successor Supervising Attorney upon written notice to the Firm. Only the Supervising Attorney, or another person designated by the AIC upon notice to the Firm, is authorized to act on behalf of DOJ under this Agreement. The Supervising Attorney's authority may be temporarily delegated to another attorney at DOJ by notice to the Firm from the Supervising Attorney or the AIC.

11.2 Direction. The Firm shall obtain direction and written authorization of the Supervising Attorney to determine the Services to be performed under this Agreement. The Firm shall submit all interpretations of Oregon law to the Supervising Attorney for review prior to the issuance of advice based on such interpretation. The Firm shall obtain prior approval from the Supervising Attorney for the initiation of any court, administrative or settlement actions.

11.3 Special AAG Judgment. The Firm shall exercise independent judgment and control with respect to the means and manner of performance under this Agreement. As requested by the Supervising Attorney, the Firm promptly shall provide the Supervising Attorney with copies of final versions of any written work product and, if requested, reports summarizing significant Services performed under this Agreement and developments in any deliverables, proceedings or negotiations.

**Article XII
Independent Contractor Status; Taxes; Certificates**

12.1 Independent Contractor. The Firm is an independent contractor under this Agreement. The Firm represents and warrants that the Firm and each Special AAG (i) are not employees of the State of Oregon, (ii) are not employees of the Federal Government, and (iii) are not officers, employees, or agents of the State, as those terms are used or defined in ORS 30.260 and 30.265.

12.2 Taxes. The Firm is responsible for all federal and state taxes applicable to any compensation or payments paid to the Firm under this Agreement.

12.3 No Benefits. The Firm is not eligible for any federal social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to the Firm under this Agreement, except as a self-employed individual.

12.4 Certificates. Upon execution of this Agreement, the Firm shall deliver to DOJ the Special AAG Certificate attached as **Exhibit C**.

**Article XIII
Miscellaneous**

13.1 Notices. Except as otherwise provided in this Agreement, all notices, requests, demands or other communications (including invoices) required by or otherwise concerning this Agreement must be in writing and are effective when delivered personally (by courier service or otherwise), when delivered by facsimile and confirmed by return telephone notice, or seven days after being mailed by first-class mail, postage prepaid and return receipt requested in each case to the applicable addresses set forth below:

IF TO DOJ:	IF TO FIRM:
Theodore C. Falk Department of Justice Justice Building 1162 Court St. NE Salem, OR 97310 (503) 947-4510 (voice) (503) 378-3784 (fax)	Geoffrey Yarema Nossaman, Guthner, Knox & Elliott, LLP 445 S. Figueroa Street, Thirty-First Floor Los Angeles, CA 90071 (213) 612-7842 (voice) (213) 612-7801 (fax)

13.2 Exhibits and Schedules. The exhibits and schedules attached to this Agreement are incorporated by this reference. Terms defined in this Agreement have the same meaning in the exhibits and schedules.

13.3 Subcontracts and Assignment; Successors in Interest. The Firm shall not enter into any subcontracts for any of the Services, or assign or transfer any of its interest in this Agreement, without DOJ's prior written consent. DOJ may, as a condition to giving its prior written consent, require that any subcontract contain such provisions as DOJ deems to be reasonably appropriate. The Firm may use the services of other attorneys, paralegals, secretaries, and other support staff at the Firm to complete the Services as long as any such person is under the supervision of a Special AAG. Consent to any subcontract does not relieve the Firm of any of its duties and obligations under this Agreement. Nor does it relieve the Firm, a Special AAG and supervised attorneys of their respective ethical obligations and professional liabilities. The provisions of this Agreement are binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

13.4 No Third Party Beneficiaries; Exception. Except for the Benefiting Agency, WSDOT and AGO in their capacity as third-party beneficiaries under this Agreement, DOJ and the Firm are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or provides, any benefit or right, whether directly, indirectly or otherwise, to third persons, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. The parties agree that the Benefiting Agency, WSDOT and AGO are the only intended third-party beneficiaries under this Agreement.

13.5 Funds Available and Authorized. The Firm acknowledges and agrees that only WSDOT is compensating the Firm for Services provided under this Agreement. Neither the Benefiting Agency nor other agency or department of the State is compensating the Firm for Services provided under this Agreement.

13.6 Records Maintenance; Access. The Firm shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Firm shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the Firm's performance hereunder. The Firm acknowledges and agrees that DOJ, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives, are entitled to have access to such financial records and other books, documents, papers, plans and writings of the Firm pertinent to this Agreement to enable them to perform examinations and audits, and make excerpts and transcripts. The Firm shall retain and keep all such financial records, books, documents, papers, plans, and writings for a minimum of six (6) years or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

13.7 Governing Law; Jurisdiction; Venue. This Agreement is governed by and is to be construed in accordance with the laws of the State without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, the "Claim") between DOJ or the Benefiting Agency and the Firm or a Special AAG that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **THE FIRM CONSENTS TO THE IN PERSONAM JURISDICTION OF**

SAID COURTS. NOTHING IN THIS AGREEMENT WAIVES THE STATE'S SOVEREIGN IMMUNITY OR IMMUNITY BASED ON THE ELEVENTH AMENDMENT TO THE UNITED STATES CONSTITUTION.

13.8 Force Majeure. Neither DOJ, the Benefiting Agency, nor the Firm is responsible for delay or default caused by fire, riot, acts of God, or war, where such cause was beyond the State's or the Firm's respective reasonable control. The Firm shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

13.9 Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected, and the rights and obligations of the parties are construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

13.10 Waiver and Amendment. The failure of either party to enforce any provision of this Agreement does not constitute a waiver by that party of that or any other provision. No waiver, consent, modification or change of terms of this Agreement is binding on a party unless in writing, signed by all parties, and approved as required by applicable laws and rules. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

13.11 Execution and Counterparts. This Agreement may be executed in several counterparts, all of which when taken together constitute one Agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

13.12 Department of Justice Execution of Agreement and Amendments. DOJ's execution of this Agreement and any amendment hereto is required before any Services may begin under this Agreement.

13.13 Disclosure of Tax ID Number. The Firm must provide the Firm's federal tax ID number. This number is requested pursuant to the requirements of OAR 150-305.100. Social Security numbers disclosed pursuant to this authority will be used for the administration of state, federal and local tax laws.

13.14 Survival. The covenants, warranties, representations, rights, and obligations set forth in Article V, Article VIII, Article IX, Sections 13.6, 13.7, 13.9 and this Section 13.14 survive termination or expiration of this Agreement.

13.15 Merger Clause. THIS AGREEMENT AND ATTACHED EXHIBITS AND SCHEDULES CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE FIRM, BY ITS SIGNATURE BELOW, HEREBY ACKNOWLEDGES THAT THE FIRM'S AUTHORIZED REPRESENTATIVE HAS READ

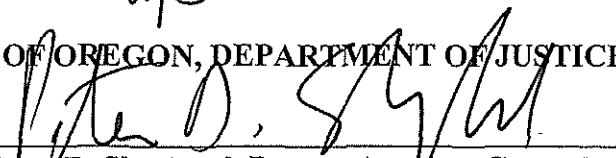
AND UNDERSTOOD THIS AGREEMENT, AND THAT THE FIRM AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP

By: 
Geoffrey S. Yarema, Partner

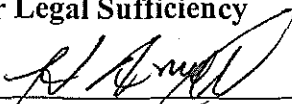
Date: May 3, 2006

STATE OF OREGON, DEPARTMENT OF JUSTICE

By: 
Peter D. Shepherd, Deputy Attorney General

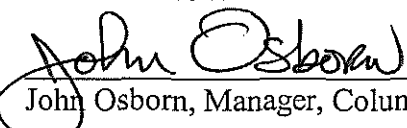
Date: 5/8, 2006

Approved for Legal Sufficiency

By: 
H. Andrew Clark, Assistant Attorney General

Date: April 28, 2006

Approved as to Articles III, IV, and Sections 13.4 and 13.5 by OREGON DEPARTMENT OF TRANSPORTATION

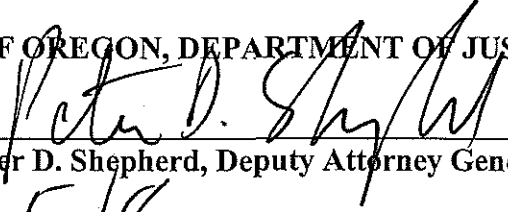
By: 
John Osborn, Manager, Columbia River Crossing Projects

Date: 05/03, 2006

APPOINTMENT OF SPECIAL ASSISTANT ATTORNEYS GENERAL

The individual attorneys identified in **Exhibit A** of this Agreement, members or associates of the firm of Nossaman, Guthner, Knox & Elliott, LLP, having agreed to accept appointment as Special Assistant Attorneys General, are hereby appointed Special Assistant Attorneys General for the purposes and subject to the terms and conditions of this Agreement.

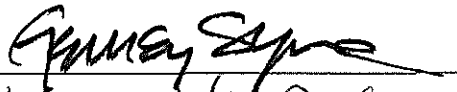


STATE OF OREGON, DEPARTMENT OF JUSTICE

By: 
Peter D. Shepherd, Deputy Attorney General

Date: 5/8, 2006

**EXHIBIT A
PERSONAL SERVICE AGREEMENT
(SPECIAL ASSISTANT ATTORNEYS GENERAL)**

The following attorneys are members or associates of the firm of **Nossaman, Guthner, Knox & Elliott, LLP**, are members in good standing of the bar of the state or district indicated below and each, by execution, below, have agreed to accept appointment as Special Assistant Attorneys General subject to the terms and conditions of this Agreement.

ATTORNEY'S NAME	STATE/DISTRICT OF BAR ADMISSION	DATE ADMITTED	SIGNATURE*
Geoffrey Yarema	California	November 1978	
Fredric Kessler	California	March 1979	
Brian Papernik	California	December 1991	

*Each attorney must sign this form.

EXHIBIT B-1

STATE OF OREGON
Department of Justice

OATH of OFFICE

State of _____)
) ss.
County of _____)

I, _____, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Oregon, and the laws thereof, and that I will faithfully discharge the duties of Special Assistant Attorney General according to the best of my ability, so help me God.

Subscribed and sworn to before me
this _____ day of _____, 20__

Notary Public for _____
My commission expires _____

Note: Execute this oath of office before either a notary public or judicial official and return it to the Supervising Attorney for filing with the Secretary of State.

EXHIBIT B-2

**STATE OF OREGON
Department of Justice**

AFFIRMATION of OFFICE

State of _____)
) ss.
County of _____)

I, _____, do solemnly affirm, that I will support the Constitution of the United States, the Constitution of the State of Oregon, and the laws thereof, and that I will faithfully discharge the duties of Special Assistant Attorney General according to the best of my ability.

Signed and affirmed before me
this _____ day of _____, 20____

Notary Public for _____
My commission expires _____

Note: Execute this oath of office before either a notary public or judicial official and return it to the Supervising Attorney for filing with the Secretary of State.

**EXHIBIT C
CERTIFICATE OF FIRM**


Name: Nossaman, Guthner, Knox & Elliott, LLP	Address: 445 S. Figueroa Street, Thirty-First Floor Los Angeles, CA 90071
Social Security #:	
Federal Tax ID #: 95-2219542	State Tax ID #:

Above payment information must be provided prior to Agreement approval. This information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Special AAG to 31 percent backup withholding.

On behalf of the Firm, I, the undersigned, certify that: (i) I have authority to sign this Agreement on behalf of the Firm; (ii) no attorney will perform Services under this Agreement unless the attorney is (A) a member of the Firm who has been appointed and has accepted appointment as a Special Assistant Attorney General, or (B) an employee affiliate or subcontractor of the Firm working under the supervision of a member of the Firm who has been appointed and has accepted appointment as a Special Assistant Attorney General; and (iii) each attorney identified in **Exhibit A** has accepted appointment as a Special Assistant Attorney General and is a member in good standing of the bar of the state indicated on **Exhibit A**.

On behalf of the Firm, I further certify under penalty of perjury, that: the undersigned is authorized to act on behalf of the Firm, and that the Firm is, to the best of the Firm's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any other local taxes administered by the Department of Revenue under ORS 305.620.

NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP

By: 
 Geoffrey S. Yarema, Partner

Date: May 3, 2006.

SCHEDULE 4.1

Expense Schedule

The Firm is entitled to expense reimbursement on the following basis for the following costs and expenses:

Expense	Basis for Reimbursement
Photocopying:	
• In-house	\$0.15 per page, subject to annual adjustment
• Outsourced	Not more than in-house rate
Delivery	
• Postage	Included in attorney's hourly billing
• Courier, Express and Delivery Services	Equal to Firm's own cost. Firm is willing to use DOJ's lower-cost arrangements if such arrangements exist.
Telecommunications	
• Long-Distance Telephone	Included in attorney's hourly billing
• Cellular Telephone	Included in attorney's hourly billing
• Conference Telephone	Included in attorney's hourly billing
• Facsimile	No charge for outgoing faxes
Travel (special policies in addition to provisions in section 4.5)	Firm shall not charge for travel time; Firm may charge for work done while traveling. Firm may seek reimbursement for reasonable actual expenses incurred in the performance of Services.
Computerized Legal Research	Charged at cost, except instances where the firm maintains a fixed subscription contract with the vendor the cost for the fixed subscription charges are prorated among all of the firm's clients using computerized research during the research period.