

**ODOT Traffic Signals, RRFBs, and Bike Beacons  
by Maintenance and Cost Responsibility  
Revised 3/26/19 by John Sapp, Lani Radtke**

**TRAFFIC SIGNALS MAINTAINED BY PBOT**

	Main Street		Cross Street	Remodel Date	Reimbursement			Comments
					0%	50%	100%	
1	N	I-5 NB OFF/ON	PORTLAND Blvd	03/81		1		
2	N	I-5 SB OFF/ON	PORTLAND Blvd	03/81		1		
3	N	I-5 NB OFF / SB ON	COLUMBIA		1			
4	N	RAMP TO PORTLAND RD	COLUMBIA		1			
5	N	RAMP FROM PORTLAND RD	COLUMBIA		1			
6	N	PHILADELPHIA	IVANHOE	10/74		1		
7	N	PHILADELPHIA	LOMBARD		1			
8	N	LOMBARD	RICHMOND / JERSEY			1		
9	N	LOMBARD	OSWEGO	12/85		1		
10	N	LOMBARD	BUCHANAN	12/85		1		
11	N	LOMBARD	IDA	12/85		1		
12	N	LOMBARD	WALL	12/85		1		
13	N	LOMBARD	PORTSMOUTH		1			
14	N	LOMBARD	STANFORD		1			FIRE SIGNAL
15	N	LOMBARD	JOHN		1			
16	N	LOMBARD	HODGE		1			PED SIGNAL
17	N	LOMBARD	FISKE		1			
18	N	LOMBARD	WOOLSEY		1			PED SIGNAL
19	N	LOMBARD	CHAUTAUQUA		1			
20	N	LOMBARD	WABASH		1			
21	N	LOMBARD	PENINSULAR		1			
22	N	LOMBARD	GREELEY		1			
23	N	LOMBARD	DELAWARE		1			PED SIGNAL
24	N	LOMBARD	DENVER	07/72		1		
25	N	LOMBARD	DRUMMOND		1			
26	N	LOMBARD	FENWICK		1			PED SIGNAL
27	N	LOMBARD	INTERSTATE		1			
28	N	LOMBARD	ALBINA		1			
29	N	LOMBARD	VANCOUVER	04/72		1		
30	NE	LOMBARD	MLKing	10/81		1		
31	NE	LOMBARD	11TH		1			
32	NE	LOMBARD	27TH		1			
33	NE	PORTLAND HWY	60TH	10/87		1		
34	NE	PORTLAND HWY	CULLY BLVD	10/87		1		
35	NE	PORTLAND HWY	72ND / KILLINGSWORTH	10/87		1		
36	NE	PORTLAND HWY / KILLINGSWORTH	82ND				1	
37	NE	KILLINGSWORTH	COLUMBIA / SANDY				1	
38	NE	I-205 SB RAMPS	KILLINGSWORTH / COLUMBIA				1	
39	NE	SANDY	96th (Park 'n Ride)	11/01	1			
40	NE	SANDY	99TH/I-205			1		
41	NE	SANDY	102ND	01/00		1		
42	NE	SANDY	105TH	01/00		1		
43	NE	SANDY	112TH	01/00		1		
44	NE	SANDY	121ST PL	01/00		1		
45	NE	SANDY	122ND	01/00		1		
46	NE	SANDY	138TH			1		
47	NE	SANDY	148TH			1		
48	NE	SANDY	158TH			1		
49	NE	SANDY	162ND			1		
50	NW	ST HELENS	107TH		1			
51	NW	ST HELENS	105TH		1			
52	NW	ST HELENS	BRIDGE NORTH	09/79		1		
53	NW	ST JOHNS BR	BRIDGE AVE.	04/73		1		
54	NW	ST HELENS	BRIDGE SOUTH	09/79	1			
55	NW	ST HELENS	KITTRIDGE/YEON	04/73		1		
56	NW	YEON	29TH	04/88		1		
57	NW	YEON	35TH	04/88		1		
58	NW	YEON	FRONT CONNECTOR	06/87		1		
59	NW	YEON	NICOLAI	05/88		1		
60	NW	I-405 OFF / VAUGHN	23RD	04/89		1		

61	NE	I-84 EB OFF (LLOYD))	13TH	10/87		1		
62	NE	I-84 OFF RAMP / HALSEY	33RD	05/85		1		
63	NE	I-84 EB RAMPS	39TH	10/85		1		
64	NE	I-84 OFF(43RD)	HALSEY	10/85		1		
65	NE	I-84 RAMP (58TH)	GLISAN	04/84		1		
66	NE	82ND	WEBSTER		1			
67	NE	82ND	PRESCOTT	06/78		1		
68	NE	82ND	SANDY	11/82		1		
69	NE	82ND	FREMONT	06/78		1		
70	NE	82ND	SISKIYOU	11/82		1		
71	NE	82ND	MADISON HI	03/81		1		
72	NE	82ND	TILLAMOOK	11/82		1		
73	NE	82ND	JONESMORE/BANFIELD	05/85		1		
74	NE	82ND	WASCO	05/85		1		
75	NE	82ND	MULTNOMAH	05/85		1		
76	NE	82ND	GLISAN	11/82		1		
77	NE	82ND	DAVIS	06/78		1		
78	NE	82ND	COLUMBIA		1			
79	NE	KILLINGSWORTH	COLUMBIA WAY		1			
80	NE	KILLINGSWORTH	89TH / COLUMBIA WAY		1			
81	SE	82ND	BURNSIDE	06/78		1		
82	SE	82ND	STARK	11/82		1		
83	SE	82ND	WASHINGTON	11/82		1		
84	SE	82ND	YAMHILL	06/78		1		
85	SE	82ND	MILL		1			
86	SE	82ND	DIVISION	06/78		1		
87	SE	82ND	WOODWARD/PCC	09/88		1		
88	SE	82ND	HOLGATE	06/78		1		
89	SE	82ND	RAYMOND	06/78		1		
90	SE	82ND	FOSTER	06/78		1		
91	SE	82ND	WOODSTOCK	06/78		1		
92	SE	82ND	DUKE	06/78		1		
93	SE	82ND	FLAVEL	07/89		1		
94	SE	82ND	BOISE			1		
95	SE	I-205 NB OFF / 96TH	WOODSTOCK	09/76		1		
96	SE	82ND	SPRINGWATER			1		
97	SE	I-205 NB ON / 96TH	FOSTER	02/81		1		
98	SE	I-205 SB OFF / 94TH	FOSTER	04/82		1		
99	SE	I-205 SB ON / 94TH	WOODSTOCK	09/76		1		
100	SE	POWELL	MILWAUKIE	05/80		1		
101	SE	POWELL	13TH PL	05/80		1		
102	SE	POWELL	21ST	05/80		1		
103	SE	POWELL	26TH	05/80		1		
104	SE	POWELL	33RD	05/80		1		
105	SE	POWELL	39TH	05/80		1		
106	SE	POWELL	42ND-43RD	05/80		1		
107	SE	POWELL	47TH	05/80		1		
108	SE	POWELL	50TH-FOSTER	05/80		1		
109	SE	POWELL	52ND	05/84		1		
110	SE	POWELL	65TH	06/84		1		
111	SE	POWELL	69TH	06/84		1		
112	SE	POWELL	71ST	06/84		1		
113	SE	POWELL	72ND	06/84		1		
114	SE	POWELL	82ND	06/78			1	
115	SE	POWELL	162ND	10/89		1		
116	SE	POWELL	MEADOWLAND	10/89		1		
117	SE	POWELL	172ND			1		
118	SE	POWELL	174TH	10/89		1		
119	SE	McLOUGHLIN(99E)	ROSS IS. SAND&GRAV.	11/71		1		
120	SE	McLOUGHLIN(99E)	HOLGATE	11/71		1		
121	SE	McLOUGHLIN(99E)	17TH	11/71		1		
122	SE	McLOUGHLIN(99E)	HAROLD	11/71		1		
123	SW	BARBUR BLVD	HAMILTON	08/78		1		
124	SW	BARBUR BLVD	MILES		1			
125	SW	BARBUR BLVD	TERWILLIGER	09/94		1		
126	SW	TERWILLIGER	I-5 NB OFF RAMP	09/94		1		
127	SW	BARBUR BLVD	BERTHA / I-5 ON RAMP	09/94		1		
128	SW	BARBUR BLVD	19TH	04/78		1		
129	SW	BARBUR BLVD	24TH		1			

130	SW	BARBUR BLVD	30TH			1		
131	SW	BARBUR BLVD	PARK&RIDE	06/81		1		
132	SW	BARBUR BLVD	TAYLORS FERRY	06/81		1		
133	SW	BARBUR BLVD	CAPITOL HWY / I-5 ON	01/78		1		
134	SW	MACADAM	BANCROFT	06/72		1		
135	SW	MACADAM	HAMILTON	04/81		1		
136	SW	MACADAM	BOUNDARY	03/82		1		
137	SW	MACADAM	PENDLETON	03/82		1		
138	SW	MACADAM	NEBRASKA	03/82		1		
139	SW	MACADAM	NEVADA	04/82		1		
140	SW	MACADAM	MILES	04/82		1		
141	SW	MACADAM	SELLWOOD BR	04/81		1		
142	SW	MACADAM	GAINES			1		
143	SW	MACADAM	CURRY			1		
144	SW	SUNSET HWY EB	SKYLINE BLVD	02/03		1		
145	SW	SUNSET HWY WB	SCHOLLS FERRY	02/03		1		
146	SW	HARBOR	RIVER / HARRISON		1			
147	SW	MONTGOMERY	HARBOR DR / MOODY	11/83		1		
<b>TRAFFIC SIGNAL TOTALS</b>					<b>33</b>	<b>110</b>	<b>4</b>	

**RRFBs MAINTAINED BY PBOT**

	Main Street		Cross Street	Remodel Date	Reimbursement			Comments
					0%	50%	100%	
1	SE	82ND	CENTER / FRANCIS		1			
2	SW	BARBUR	RASMUSSEN			1		
3	SW	BARBUR	LURADEL			1		
4	SW	BARBUR	13TH			1		
5	SE	82ND	DIVISION			1		
6	NE	SANDY	131ST			1		
7	SE	93RD	DIVISION			1		
8	SW	KELLY / NAITO	WATER			1		
9	SW	BARBUR	ALICE			1		
<b>RRFB TOTALS</b>					<b>1</b>	<b>8</b>	<b>0</b>	

**ASSETS MAINTAINED BY ODOT**

	Main Street		Cross Street	Remodel Date	Comments
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
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12					
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26					
27					
28					
29					
30	SE	POWELL	119TH		RRFB
31	SW	BARBUR	NEWBURY / PARKHILL		PBOT will eventually take over maintenance

Notes:

1. Does not include the 28 signalized intersections maintained by ODOT.
1. Future invoices will include Inner Powell projects additions.

**MEMORANDUM OF UNDERSTANDING  
Design Standards for New Signal Poles**

This Memorandum of Understanding (MOU) is made and entered into by and between the State of Oregon, by and through its Department of Transportation, hereinafter referred to as "State," and the City of Portland, by and through its Bureau of Transportation, hereinafter referred to as "City," each herein referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. State and City use different standards for the design and installation of signal poles along streets and at intersections within the City of Portland.
3. The Parties desire to clarify which standards should be used when new poles are installed at the intersections of State and City roads and at City roads when State has a nearby grade-separated facility.
4. The purpose of this MOU is to memorialize the Parties' understandings and intentions regarding the design and installation of new signal poles at intersections over which both Parties have a right of way or ownership interest.

The Parties agree to the following:

1. **Definition of Signal Pole.** A "Signal Pole" is defined as a mast arm or strain pole that holds vehicle signals, static/electronic signs, or beacons over the roadway. State standard drawings TM650 and TM660 set forth typical examples of Signal Poles and are attached as Appendix A. A Signal Pole includes its foundation unless specifically determined otherwise by the Parties.
2. **Design responsibilities for Signal Poles.** The Parties intend that the Party that is administering a given project will be responsible for designing the Signal Poles that are part of that project, and that the responsible Party will design the given Signal Pole according to the standards set forth in Paragraph 4 of this MOU.
3. **Assistance designing State standard Signal Poles.** When City is responsible for designing a Signal Pole according to State standards and City is not able to use a consultant for such work, State intends to provide to City all reasonably necessary assistance with such Signal Pole design, including assistance with State's geological processes.

**4. Installation of new Signal Poles.**

**a. New Signal Poles at intersections of State and City roads.**

- i. For Signal Poles to be installed at the intersection of a State road and a City road, the Parties intend to install State standard Signal Poles.
- ii. An example of the type of intersections intended to fall within Paragraph 4(a) of this MOU is set forth in Section 1 of Appendix B, attached hereto and by this reference made a part hereof.

**b. New Signal Poles on State right of way at intersection of City roads.**

- i. For Signal Poles to be installed on State right of way at the intersection of two City roads, the Parties intend to install City standard Signal Poles, provided that City first fully indemnifies and holds harmless State from any and all claims arising from the installation, maintenance, or operation of such Signal Poles.
- ii. An example of the type of intersections intended to fall within Paragraph 4(b) of this MOU is set forth in Section 2 of Appendix B.

**c. New Signal Poles at City intersections near grade-separated State right of way.**

- i. For Signal Poles to be installed at an intersection of two City roads in which State has a right of way interest because of the presence of a grade-separated State facility, the Parties intend to install City standard Signal Poles, with such installation subject to review and approval by State.
- ii. An example of the type of intersections intended to fall within Paragraph 4(c) of this MOU is set forth in Section 3 of Appendix B.

**d. New Signal Poles at intersection of City roads and State highway on/off ramps.**

- i. For Signal Poles to be installed at an intersection of a City road and a State highway on/off ramp, because each such intersection presents a distinct set of facts, the Parties intend to meet and agree on applicable Signal Pole standards on a case by case basis.
- ii. An example of the type of intersections intended to fall within Paragraph 4(d) of this MOU is set forth in Section 4 of Appendix B.

**5. Replacement Signal Poles.**

- a. When an existing Signal Pole requires full replacement, whether because of damage or a planned rebuild, the Parties intend to treat the replacement as a new Signal Pole and that the standards used and design responsibility for such replacement Signal Pole will follow the procedures set forth in Paragraph 4.
  - b. If (a) City is replacing an existing Signal Pole because of damage, (b) the replacement is a State standard Signal Pole, and (c) the installation of a State standard Signal Pole triggers additional improvements required by the Americans with Disabilities Act of 1990, as amended (ADA), then State intends to pay to City the costs associated with those improvements required by the ADA.
  - c. The terms of this MOU do not apply when a Signal Pole sustains damage and the existing foundation does not need to be replaced.
6. **Maintenance agreement for new Signal Poles.** The Parties intend to enter into a separate, binding intergovernmental agreement to cover the maintenance and cost sharing responsibilities for the new Signal Poles contemplated in this MOU.
7. **Guidance Document.** The Parties intend this MOU to be a guidance document to be applied whenever it is reasonable to do so. The Parties recognize that there will be intersections and Signal Poles for which the terms of this MOU are not suited. In such circumstances, the Parties intend to work together to find a mutually agreeable solution.
8. **Non-Binding Agreement.** The Parties acknowledge and agree that this MOU is a non-binding acknowledgment of intent and does not create any legally binding commitments or obligations on either Party. The Parties intend to include the substantive terms of this MOU in a future binding agreement.
9. **Counterparts.** This MOU may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this MOU so executed shall constitute an original.

**Signature Page to Follow**

State/City  
Memorandum of Understanding Agreement No. 32560

**THE PARTIES**, by execution of this MOU, hereby acknowledge that their signing representatives have read this MOU, understand it, and agree to its terms and conditions.

**CITY OF PORTLAND**, by and through its  
Bureau of Transportation

By Steve Townsen  
Portland City Engineer

Date 6/19/19

**APPROVAL RECOMMENDED**

By PERENDILLO  
Portland Division Manager  
Signals, Street Lighting, & ITS

Date 6/13/19

**City Contact:**

Steve Townsen P.E.  
Portland City Engineer  
1221 SW 4th Avenue  
Portland, OR 97204  
503-823-7144  
steve.townsen@portlandoregon.gov

**State Contact:**

Ted Miller  
Region 1 Maintenance & Operations  
Manager  
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Portland, OR 97209  
503-731-8559  
theodore.c.miller@odot.state.or.us

**STATE OF OREGON**, by and through its  
Department of Transportation

By \_\_\_\_\_  
State Traffic/Roadway Engineer

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

By Carrie Quinn  
Region 1 Tech Center Manager

Date 7/18/2019

By \_\_\_\_\_  
Region 1 Maintenance & Operations Manager

Date 6/21/19



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

**CITY OF PORTLAND**, by and through its  
Bureau of Transportation

By \_\_\_\_\_  
Portland City Engineer

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Portland Division Manager  
Signals, Street Lighting, & ITS

Date \_\_\_\_\_

**City Contact:**

Steve Townsen P.E.  
Portland City Engineer  
1221 SW 4th Avenue  
Portland, OR 97204  
503-823-7144  
steve.townsen@portlandoregon.gov

**State Contact:**

Ted Miller  
Region 1 Maintenance & Operations  
Manager  
123 NW Flanders Street  
Portland, OR 97209  
503-731-8559  
theodore.c.miller@odot.state.or.us

**STATE OF OREGON**, by and through its  
Department of Transportation

By \_\_\_\_\_  
State Traffic/Roadway Engineer

Date 6/27/19

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

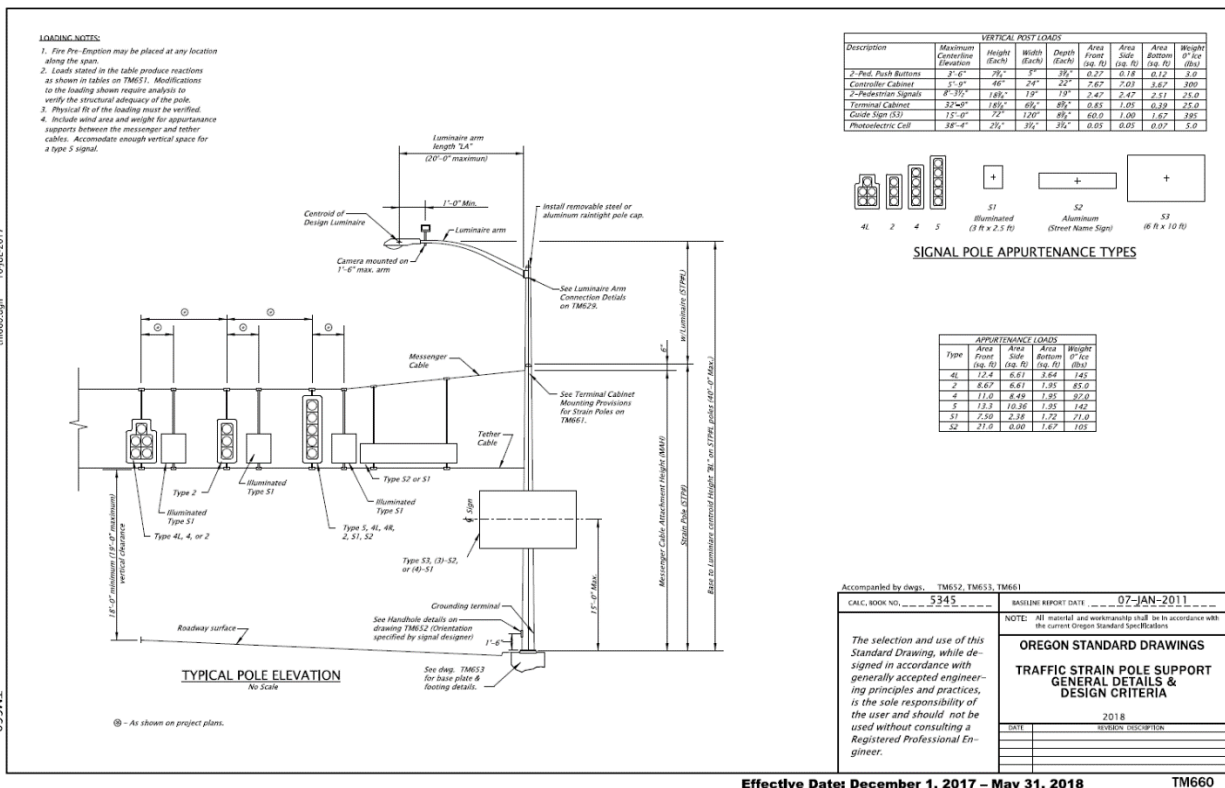
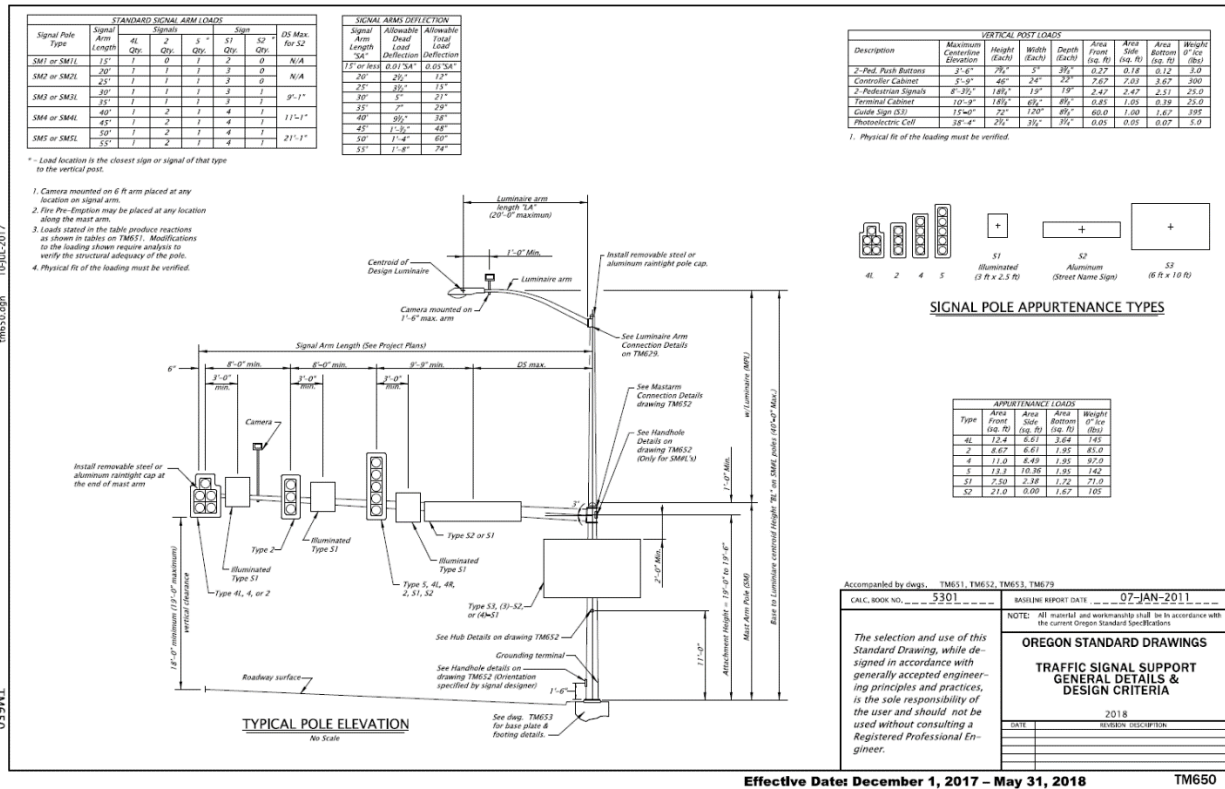
By \_\_\_\_\_  
Region 1 Tech Center Manager

Date \_\_\_\_\_

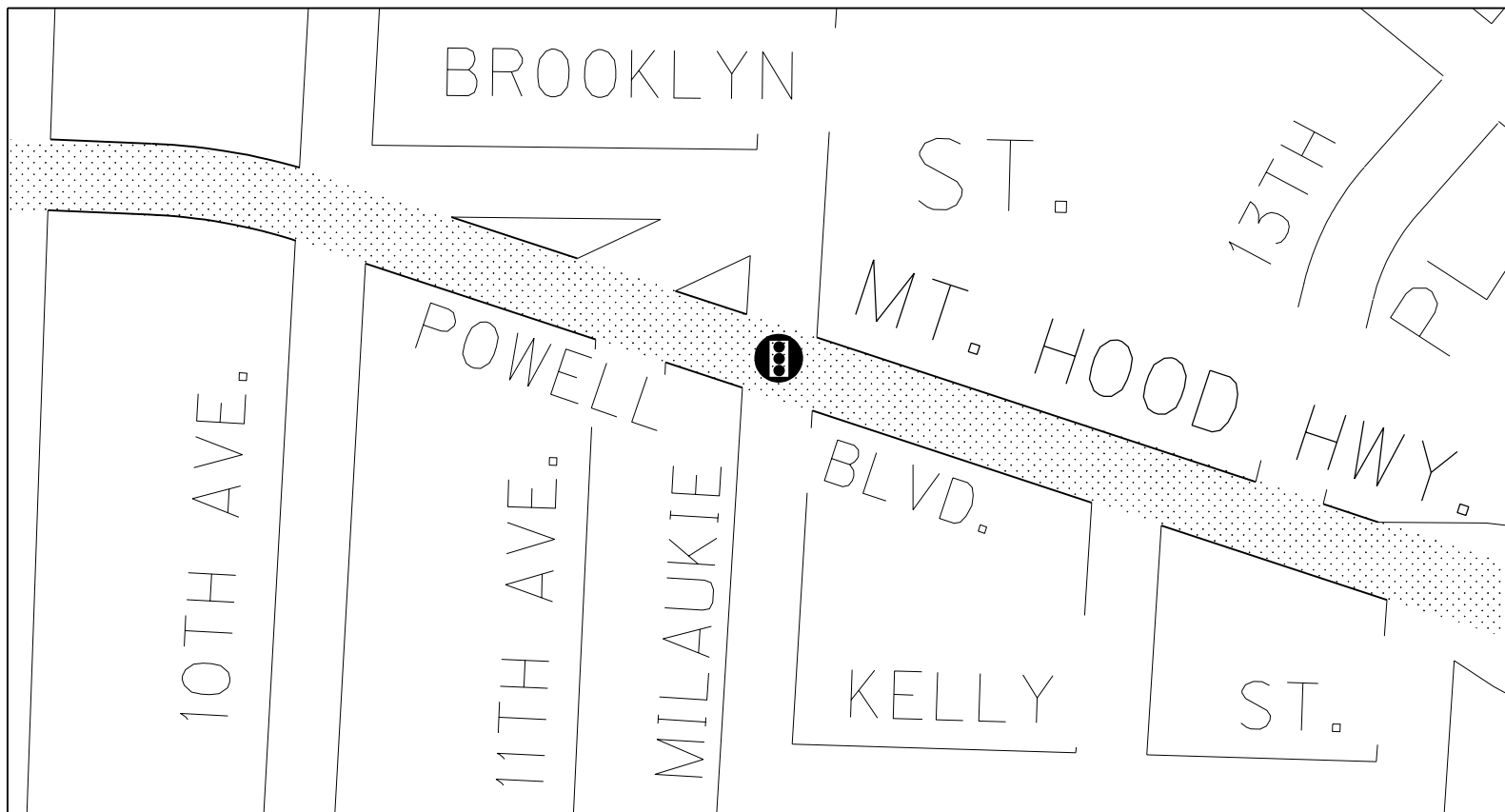
By \_\_\_\_\_  
Region 1 Maintenance & Operations Manager

Date \_\_\_\_\_

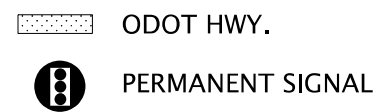
# Appendix A



## Appendix B



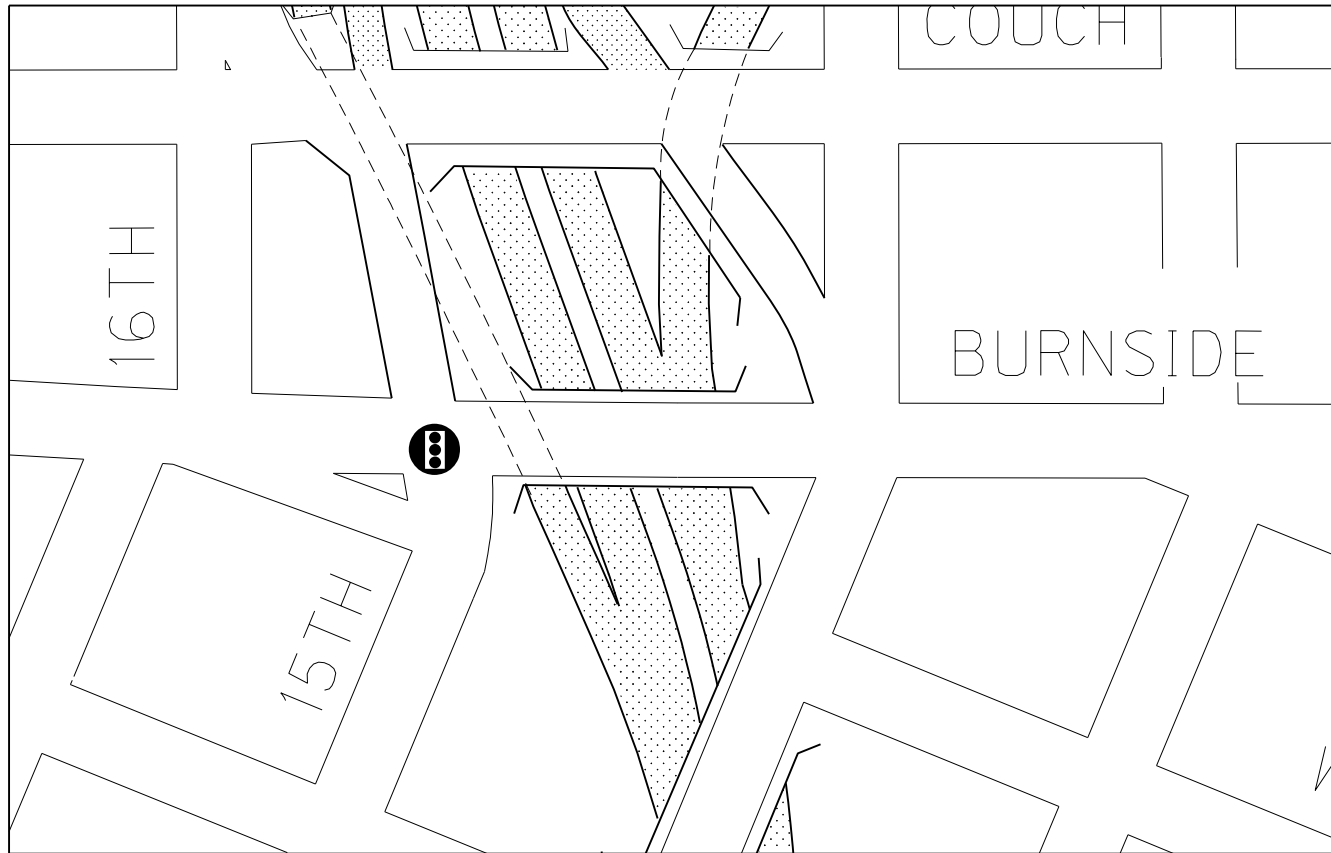
### 1) Intersection of Highway/City street



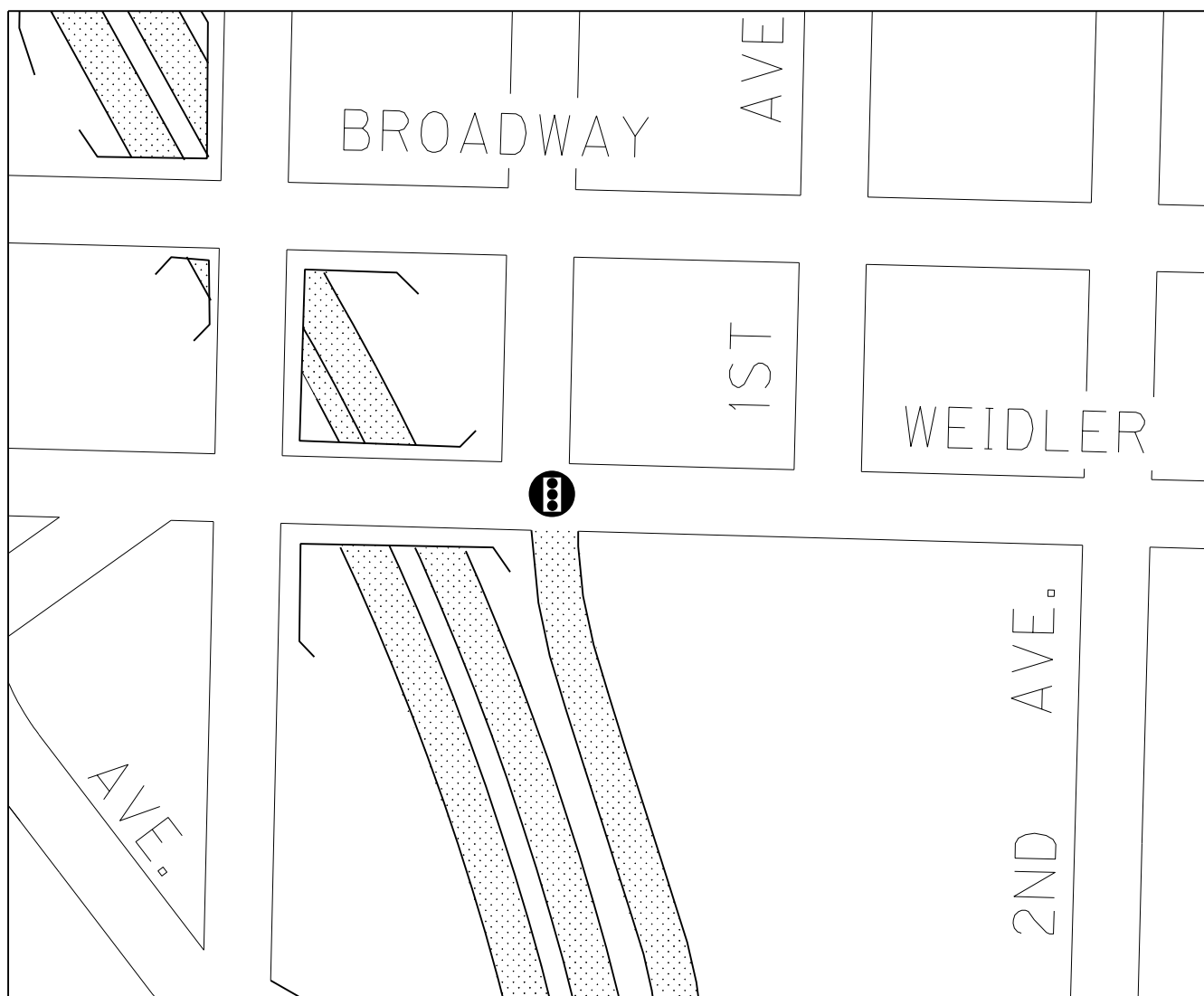
### 2) Intersection of City street/ City street within ODOT R/W

Rotation: 0° Scale: 1"=100'



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**3) Intersection of City street/City street  
within ODOT R/W with grade separtion**



**4) Intersection of City Street/  
ODOT Highway On/Off Ramp**

 PERMANENT SIGNAL  
 ODOT HWY.

Rotation: 0° Scale: 1"=100'

**INTERGOVERNMENTAL AGREEMENT**  
**Cost Sharing Agreement for Signals Maintenance**

**THIS COST SHARING AGREEMENT** ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the CITY OF PORTLAND, acting by and through its elected officials, hereinafter referred to as "Agency," each herein referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Agency currently maintains and provides power to signals, bike beacons, and Rectangular Rapid Flash Beacons (RRFBs) (collectively the "Equipment") in its city limits, some of which are on State facilities and which Agency maintains and provides power to on behalf of State.
3. The purpose of this Agreement is to set forth the power and maintenance cost sharing responsibilities for signals, RRFBs, and bike beacons along State facilities within Agency city limits.

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

**A. TERMS OF AGREEMENT**

1. The Parties shall maintain and periodically update a list of the signals, RRFBs, and bike beacons subject to this Agreement (the "Master List"). The Master List is attached hereto as Exhibit A.
2. Agency shall consult the Master List to calculate State's share of the costs of maintaining and providing power to the Equipment and shall bill State for State's share as per the terms of this Agreement.
3. The Parties will meet annually to update the list of Equipment in the Master List and will amend this Agreement to reflect the updated Master List. The Parties agree that when adding new Equipment to the list:
  - a. For any Equipment located at the intersection of a State facility and an Agency facility, the reimbursement rate will be 50%; and
  - b. For any Equipment located solely on or along a State facility, the reimbursement rate will be 100%.

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4. When either Party is responsible for installing a new signal pole at an intersection in which both Parties have a right of way or ownership interest, that Party shall consult and, to the extent applicable, perform any obligations under this Agreement consistent with the Memorandum of Understanding 32560, executed June 27, 2019, and attached hereto as Exhibit B.
5. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate ten (10) calendar years following the date all required signatures are obtained.

**B. AGENCY OBLIGATIONS**

1. Agency is responsible for maintaining and providing power to the Equipment.
2. Agency shall provide annual inspections to assure proper operation of key control and safety components, including but not limited to the controller and conflict monitor.
3. Agency shall ensure signal cabinets are secured and shall employ appropriate physical and cyber security measures to prevent traffic control devices from being accessed, manipulated, or impacted by unauthorized users.
4. Agency shall keep accurate accounting records of the costs required to maintain and provide power to the Equipment. Agency shall provide such records to State upon State's written request.
5. No later than March 1 of each year, Agency shall send to State an invoice for State's respective share of maintaining and powering the Equipment for the previous calendar year (the "Annual Invoice"). Agency shall calculate such costs according to the procedures set forth in the attached Exhibit C. The Parties shall make all reasonable efforts to meet in person to review the invoice and to update the Master List as per Terms of Agreement paragraph A.3.
6. When Agency is able to identify a party responsible for damage to a Signal Pole, as defined in Exhibit B, on a State highway within the City of Portland, Agency will seek recovery costs from the responsible party. Agency shall transfer any such recovered costs to State.
7. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
8. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other

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applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

9. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
10. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
11. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
12. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
13. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

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14. Agency's contact for this Agreement is Steve Townsen, Portland City Engineer, 1221 SW 4<sup>th</sup> Avenue, Portland, OR 97204, 503.823.7144, steve.townsen@portlandoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

### **C. STATE OBLIGATIONS**

1. State shall review each Annual Invoice sent by Agency.
2. If State approves the charges set forth in the Annual Invoice, State shall provide written approval to Agency and shall pay to Agency State's share of the charges within forty five (45) days of such written approval.
3. If State does not approve the charges set forth in the Annual Invoice, State shall notify Agency within thirty (30) days of State's receipt of the Annual Invoice and provide Agency with a written explanation of the reasons for withholding approval.
4. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
5. State's contact for this Agreement is Ted Miller, Region 1 Maintenance & Operations Manager, 123 NW Flanders Street, Portland, OR 97209, 503.731.8559, theodore.c.miller@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

### **D. GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the costs set forth in this Agreement.



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- d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. Americans with Disabilities Act Compliance:
- a. The Parties agree that all work performed by either Party under this Agreement ("Work") shall comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA").
  - b. Scope of Work:
    - i. The scope of the Work performed under this Agreement is limited to maintenance activities and shall not include alteration, upgrade, or construction of sidewalks or curb ramps, or installation of pedestrian activated signals.
    - ii. If Work to be performed by either Party includes an alteration under the ADA as set forth in ODOT Maintenance Operational Notices MG 144-03 or MG100-107 ("Alteration"), and thereby triggers additional modifications to the facility in order to comply with the ADA ("ADA Modifications"), and if the ADA Modifications cannot reasonably be included in the Work, then the Work falls outside the scope of this Agreement. The Parties may enter into a separate agreement for performance of such work and ADA Modifications. Whether specific Work may include an Alteration shall be determined by the Party responsible for performing the Work.
  - c. For Work performed by Agency under this Agreement on or along the State Highway System or a State-owned facility ("state highway"), Agency shall:
    - i. Utilize ODOT standards to assess compliance with the ADA, including but not limited to MG 100-107, MG144-03, and MG Activities-2, and Chapters 1 and 5 of the Oregon Temporary Traffic Control Handbook 2011 ("OTTCH");
    - ii. Follow ODOT's processes for modification or upgrade of pedestrian-activated signals and performance of any ADA Modification, including but not limited to MG 144-03 and MG 100-107;
    - iii. Promptly notify ODOT of completion of Work and allow ODOT to inspect completed Work located on or along a state highway for ADA compliance, prior to acceptance of such Work and release of any Agency contractor; and

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- iv. Ensure that temporary pedestrian routes are provided through or around any work zone related to the Work, as provided in MG Activities-2 and Chapters 1 and 5 of the OTTCH. For Services included in MG Activities-2 "Situations" Paragraph 2, to the greatest extent possible Agency shall ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction. However, the Parties acknowledge that providing advance notice may not be possible in some such circumstances, including but not limited to, when Services are provided on an urgent or emergency basis, or where the nature and location of the Services are unknown until the beginning of the workers' shift
- d. Agency reaffirms its commitment to provide an accessible ADA-compliant transportation system and ensure that any feature or part of a feature that was addressed as part of the Work ("Feature"), including ADA Modifications, that falls under Agency's jurisdiction, is maintained in compliance with the ADA throughout the useful life of the Feature. This includes, but is not limited to, Agency ensuring that:
  - i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
  - iv. Any future alterations during the useful life of the Feature complies with the ADA requirements in effect at the time the future alteration work is performed, and
  - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- e. Maintenance obligations in Subsection e above shall survive termination of this Agreement.
- f. ODOT Maintenance Operational Notices MG 100-107, MG144-03, MG Activities-2, and the OTTCH are incorporated herein by reference.
  - i. The OTTCH is available at <http://www.oregon.gov/ODOT/Engineering/Pages/OTTCH.aspx> Copies of MG 100-107, MG144-03, and MG Activities-2 are available for inspection at the ODOT District 2B Office located at 9200 SE Lawnfield Rd, Clackamas, OR 97015 during regular business hours, or at the following locations online:

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- MG 100-107:  
[https://www.oregon.gov/ODOT/Engineering/DOCS\\_ADA/MG100-107\\_w-diagram.pdf](https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG100-107_w-diagram.pdf)
- MG 144-03:  
[https://www.oregon.gov/ODOT/Engineering/DOCS\\_ADA/MG144-03.pdf](https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG144-03.pdf)
- MG Activities-2:  
[https://www.oregon.gov/ODOT/Engineering/Doc\\_TechnicalGuidance/MG-Activities-2.pdf](https://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/MG-Activities-2.pdf)

- ii. All references to MG 100-107, MG144-03, and MG Activities-2 in this Section refer to the version of the policy in place at the time the Services are performed.
5. This Agreement and the exhibits attached supersede all previous agreements between the Parties with respect to the method of cost sharing for the Equipment set forth in the Master List.
  6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  7. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
  8. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is

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appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**Signature Page to Follow**

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

**CITY OF PORTLAND**, by and through its  
elected officials

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL**

By \_\_\_\_\_

Date \_\_\_\_\_

**Agency Contact:**

Steve Townsen, Portland City Engineer  
1221 SW 4<sup>th</sup> Avenue  
Portland, OR 97204  
503.823.7144  
steve.townsen@portlandoregon.gov

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Maintenance and Operations Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Janet Borth via email dated 6/22/20

**State Contact:**

Ted Miller, Region 1 Maintenance &  
Operations Manager  
123 NW Flanders Street  
Portland, OR 97209  
503.731.8559  
theodore.c.miller@odot.state.or.us