

**INTERGOVERNMENTAL AGREEMENT**  
**For the Jurisdictional Transfer of Unit B associated with the**  
Southwest Corridor Lightrail Project and Agreement of Operation of Interchanges

This AGREEMENT (this "Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("State") and the CITY OF PORTLAND, acting by and through its Bureau of Transportation ("City"). State and City may be referred to herein individually as a "Party" or jointly 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. State maintains a State Route system and a US Route System to assist the traveling public in their travels. Designated routes may be composed of both state highway and local roads. Designation and elimination of state routes are under the authority of the Oregon Transportation Commission ("OTC"). US Route designations are administered by the Special Committee on US Route Numbering of the American Association of State Highway and Transportation Officials (AASHTO).
3. Pacific Highway West is under the jurisdiction and control of the OTC. Pacific Highway West, State Highway No. 041, is also designated as State Route OR 99W and is also known as SW Barbur Boulevard and SW Naito Parkway. The following portion of Pacific Highway West is the subject of this Agreement:

The portion of Pacific Highway West located between milepoint 1.97 and 6.19 of OR 99W also known as SW Barbur Boulevard and more particularly described on Exhibit A attached hereto is referred to herein as "Unit B".

4. City and State are involved in a multi-agency Southwest Corridor lightrail project (the "Southwest Corridor Project") wherein roadway and transit improvements will be designed and constructed on portions of SW Barbur Boulevard and other State right of way.
5. The National Highway System (the "NHS") was adopted by Congress as part of the National Highway System Designation Act of 1995. The Federal Highway Administration ("FHWA") administers the NHS and must approve all changes to the NHS. Unit B is part of the NHS and, consequently, are subject to the requirements of 23 USC 131 and the Oregon Motorist Information Act, ORS 377.700 to 377.840, and 377.992 (collectively, the "Signage Laws") after jurisdiction of Unit B is transferred from State to City.
6. To the extent that Unit B has existing access to ramp terminals, such access must be reasonably retained consistent with the retention requirements of CFR 23 Part 658.19 and LCV Freeze –

Cargo Carrying Unit Freeze as defined in CFR 23 Part 658.23 and the Access Spacing Standards adopted in the Oregon Highway Plan (collectively, the "Access Requirements").

7. The permanent vehicle capacity of identified freight routes shall not be permanently reduced after a jurisdictional transfer, in accordance with ORS 366.215. Reduction of vehicle carrying capacity means a permanent reduction in the horizontal or vertical clearance of a highway section by a permanent obstruction to motor vehicles located on usable right of way, in accordance with Oregon Administrative Rule (OAR) 731-012-0010. For avoidance of doubt, State has evaluated Unit B and has determined that because Unit B is not a designated freight route, the foregoing requirements of this paragraph are not applicable to Unit B or to City in connection with the Southwest Corridor Project under this Agreement.
8. In accordance with ORS 374.329, freight movement within cities must not be restricted after a highway segment is transferred. Consequently, the existing freight capacity of Unit B will be not restricted beyond its current capacity. Under ORS 374.329, City retains the right to take emergency action to protect safety or place weight restrictions on a structure that is failing or otherwise damaged. Nothing in ORS 374.329 or this Agreement, requires City to provide different, better or increased freight capacity in connection with Unit B or the Southwest Corridor Project.
9. Southwest Corridor Project Steering Committee recommended the Locally Preferred Alternative ("LPA") for the Southwest Corridor Project in August 2018. The LPA is in the process of being reviewed and approved by partner agency boards and councils.
10. The LPA identified the SW Newbury and SW Vermont viaducts as part of the preferred light rail route for the Southwest Corridor Project.
11. In accordance with this Agreement, State shall initiate transfer of the jurisdiction and property rights of Unit B to City, and City shall initiate the process to accept the jurisdiction and property rights of Unit B at the time a Full Funding Grant Agreement that commits funding for the Southwest Corridor Project (the "FFGA") between TriMet and the Federal Transit Authority ("FTA") is duly executed in order to allow planning for the Southwest Corridor Project based on local operational and safety standards rather than State highway standards.
12. This Agreement establishes the terms and conditions for the jurisdictional transfer of Unit B from State to City (the "Unit B Transfer") and the conveyance of the property rights of Unit B (the "Unit B Property Rights").
13. Jurisdiction of the Unit B Transfer shall be transferred by resolution adopted by the OTC. Within ten (10) working days after the resolution is approved by the OTC, an Acceptance of Jurisdictional Transfer & Quitclaim of Active Right of Way, substantially in the form attached hereto as Exhibit E (the "Transfer Document") that includes legal descriptions and maps, will be completed and signed by State and submitted to City. The Unit B Property Rights shall be conveyed to City upon recordation of the Transfer Document in the real property records of Multnomah County.

**TERMS OF AGREEMENT**

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. UNIT B TRANSFER.**

**1.1. Conditions Precedent to Transfer.** The Parties are not obligated to proceed with the Unit B Transfer unless and until the FFGA between TriMet and the FTA that commits funding for the Southwest Corridor Project has been duly executed.

**1.2. Jurisdictional Transfer**

1.2.1. The jurisdictional transfer process will be triggered by the execution of the FFGA for the Southwest Corridor Project.

1.2.2. State and City agree that upon approval of a Jurisdiction Transfer Resolution by the OTC, City shall control, operate, and maintain Unit B as a part of City's road system, subject to the operational conditions identified below, for as long as needed for the service of persons living thereon or a community served thereby.

**1.2.2.1 Operational Conditions**

A. City shall obtain State's concurrence, which concurrence may not be unreasonably delayed, conditioned or denied, for roadway modifications upon Unit B that fall within the boundaries of Unit B to ensure that safety and operational objectives are met. The concurrence requirement in this paragraph applies only to those called-out segments or roadways that are currently under State authority within the boundaries depicted in Exhibit C-1. A roadway modification is as follows:

- i. New or modified physical objects that restrict the ability for a wheel-base 67-foot truck to exit an Interstate 5 freeway ramp onto SW Barbur Boulevard or the Ross Island Bridge connection onto SW Naito Parkway;
- ii. New or modified physical objects that restrict the previous ability for a wheel-base 67-foot truck to enter an Interstate 5 freeway ramp from SW Barbur Boulevard;
- iii. New or modified driveway based on a land use action;
- iv. New or modified traffic control device that requires motor vehicles to yield or stop;
- v. Removal or addition of a travel lane or turn lane; and

- vi. Modification of a turning and/or through movement designation of a lane.
- vii. Traffic signal timing changes that may degrade or further degrade the 95<sup>th</sup>-percentile queue on an Interstate 5 exit ramp

- B. Abide by the Access Requirements.
- C. Comply with the I-5/Barbur Boulevard Incident Management Operational Plan adopted in October 2002.
- D. Unit B will retain the State Route OR 99W designation.
- E. Unit B will remain on the NHS and will remain subject to Title 23, Title 49 of the Federal Regulations and all applicable FHWA policies that pertain to the NHS.
- F. Unit B will remain subject to State Signage Laws. After the transfer, State retains authority to enforce the Signage Laws and regulate outdoor advertising signs in accordance with the Signage Laws.
- G. Future improvements on Unit B will adhere to federal standards for NHS routes but will not be subject to State's Highway Design Manual.

### **1.3. Conveyance of Unit B Property Rights**

State and City agree that the Unit B Property Rights include all rights, title, interest, and access rights in Unit B, including traffic signals, illumination, stormwater and water quality infrastructure, all slope, utility, wetland, and similar easements, and structures as listed in Exhibit B attached hereto, and by this reference made a part hereof. The Unit B Property Rights exclude those rights reserved below. The Unit B Property Rights shall be conveyed from State to City by the Transfer Document to be used for public road purposes as authorized by Oregon Constitution, Article 9 Section 3. If Unit B is no longer used for purposes authorized under the Oregon Constitution, Article 9 Section 3, it shall revert to the State. City agrees to accept the Unit B Property Rights by signing Exhibit E- Acceptance of Jurisdictional Transfer & Quitclaim of Active Right of Way, attached hereto and made a part of this Agreement.

#### **1.3.1. Rights reserved by State**

- A. City's interest in Unit B is subject to the rights of any utilities located within Unit B, including but not limited to the right to operate, reconstruct, and maintain utility facilities.

- B. State shall retain access control rights for a distance of 1,320 feet from ramp terminals at:
- i. I-5 Southbound Exit Ramp (OR 99W / SW Barbur Boulevard/ SW Bertha Boulevard)
  - ii. I-5 Southbound Entrance Ramp (OR 99W / SW Barbur Boulevard/ SW Bertha Boulevard)
  - iii. I-5 Northbound Exit Ramp (OR 99W / SW Terwilliger Boulevard)
  - iv. I-5 Southbound Exit Ramp (OR 99W / SW Barbur Boulevard / SW 24<sup>th</sup> Avenue)
  - v. I-5 Northbound Entrance Ramp (OR99W/SW 20<sup>th</sup> Avenue via SW Spring Garden Street)
- C. Stormwater infrastructure located within Unit B will be analyzed and transferred from the State to the City according to the terms of Memorandum of Understanding in Exhibit D, attached hereto and by this reference made a part hereof (the "MOU").

#### **1.4. Transfer of Information and Data**

State shall provide the following information to City on or before the date the Transfer Document is submitted to City:

- A. Copies of all easements that are outside the right-of-way of Unit B but support the right-of-way, if available on ODOT right of way maps or clearly detailed in other documentation. Such easements will typically include, but are not limited to, slope and utility easements, retaining wall easements, permanent access easements, drainage (wetland, water quality and similar) easements, access control easements, 1 ft strip dedications and any other easements ODOT has executed;
- B. Copies of the ODOT roll maps that cover Unit B;
- i. Copies of the County's road files, if in State's possession;
  - ii. Copies of all permits issued along Unit B. This will include but would not be limited to, driveway permits, utility permits and other encroachments such as billboards and signs;
  - iii. Copies of all as-builts and applicable maintenance records for existing roadway infrastructure, including but not limited to traffic signals, street lights, street drainage, retaining walls, structures, conduits hung on structures, TIC signs, billboards, and all other elements currently part of State's portfolio; and

- iv. Copies of as-builts, applicable maintenance records, or other documentation of existing stormwater facilities consistent with the MOU.

### **1.5. Consideration**

In consideration for the Unit B Transfer, State shall provide \$65,000,000 to City to, at City's discretion, improve or replace the SW Newberry and SW Vermont viaducts (the "Viaduct Funding"). The Viaduct Funding will be provided by State within three years after the date that the Transfer Document is recorded. City agrees to use the Viaduct Funding towards improvements associated with the Newberry and Vermont viaducts for public road purposes authorized by the Oregon Constitution Article 9 Section 3.

### **1.6. ADA Compliance**

The Parties acknowledge and agree that state and local governments must comply with applicable accessibility requirements of the Americans with Disabilities Act of 1990 (ADA). The Parties anticipate that Unit B may include locations where sidewalks, curb ramps, or pedestrian crossing signals are missing, or where if these elements exist that some may not comply with ADA accessibility requirements for programmatic access or do not meet ADA design standards. Where Unit B includes any sidewalks, curb ramps and pedestrian crossing signals, State will transfer these elements in their then-current condition. The Parties will work cooperatively to ensure that Unit B complies with applicable ADA requirements as part of the Southwest Corridor Project work or by end of 2030. The City agrees to send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>

### **1.7. Effective Date**

This Agreement shall become effective on the date all required signatures are obtained and shall terminate on December 31, 2029. Provisions related to future operations and maintenance of Unit B shall survive termination of this Agreement if the OTC approves the Resolution to Transfer Jurisdiction of Unit B to City before December 31, 2029.

## **2. GENERAL PROVISIONS**

**2.1.** The Recitals set forth at the beginning of this Agreement are binding and are hereby incorporated into this Agreement.

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**2.2.** City's contact for this Agreement is the Director of Portland Bureau of Transportation. City shall notify State in writing of any contact information changes during the term of this Agreement. In addition, the Portland City Attorney's Office (1221 SW 4<sup>th</sup> Avenue, Room 430, Portland, Oregon 97204; 503-823-4047; facsimile 503-823-3089) shall be copied in any required written notice pertaining to breach of this Agreement or proposed termination of this Agreement.

**2.3.** State's contact for this Agreement is Megan Channell, Major Projects Manager, 123 NW Flanders Street, Portland, OR 97217, 503-731-3087, [megan.channell@odot.state.or.us](mailto:megan.channell@odot.state.or.us). State shall notify City in writing of any contact information changes during the term of this Agreement.

**2.4.** This Agreement may be terminated by mutual written consent of the Parties prior to the OTC Resolution to Transfer Jurisdiction of Unit B to City.

**2.5.** City shall be in breach of this Agreement if City breaches a material covenant of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after City receives written notice from State specifying the breach. In the case of a breach that cannot with due diligence be cured within a period of thirty (30) days, City shall be in breach of this Agreement if City does not commence the cure of the breach within thirty (30) days after City receives written notice from State and thereafter diligently prosecutes to completion such cure within sixty (60) days after the written notice from State.

2.5.1 If federal or state laws, regulations or guidelines are modified or may reasonably be interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.

2.5.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination, including the Unit B Transfer.

2.5.3 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 (the "Third Party Claim") against State or City 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.

2.5.4 With respect to a Third Party Claim for which State is jointly liable with City (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 City in such proportion as is appropriate to reflect the relative fault of State on the one hand and of City 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 City 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.

2.5.5 With respect to a Third Party Claim for which City is jointly liable with State (or would be if joined in the Third Party Claim), City 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 appropriate to reflect the relative fault of City 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 City 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. City'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.

2.5.6 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.

2.5.7 All employers, including State and City, 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. State and City shall ensure that each of its subcontractors complies with these requirements.



2.5.8 City shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to its work under this Agreement, including, without limitation, Oregon's Public Contracting Code; Without limiting the generality of the foregoing, City 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 applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

2.5.9 The Parties acknowledge and agree that State, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of State and City which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after the completion of the jurisdictional transfer and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

2.5.10 With the issuance of appropriate permit, each Party hereby grants the other Party authority to enter onto each other's right of way for the purpose of performing any required work or maintenance services.

2.5.11 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 a Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

**SIGNATURE PAGE TO FOLLOW**

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**THE PARTIES**, by execution of this Agreement, hereby acknowledge 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 \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**APPROVAL TO FORM**

By \_\_\_\_\_  
City Attorney

Date \_\_\_\_\_

**City Contact:**

Director  
Portland Bureau of Transportation  
1120 SW 5<sup>th</sup> Ave, Room 800  
Phone  
Email

**State Contact**

Megan Channell  
123 NW Flanders Street  
Portland, OR 97209  
503-731-3087  
Megan.channell@odot.state.or.us

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

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

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

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

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Right of Way Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
State Right of Way Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
State Traffic Engineer

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

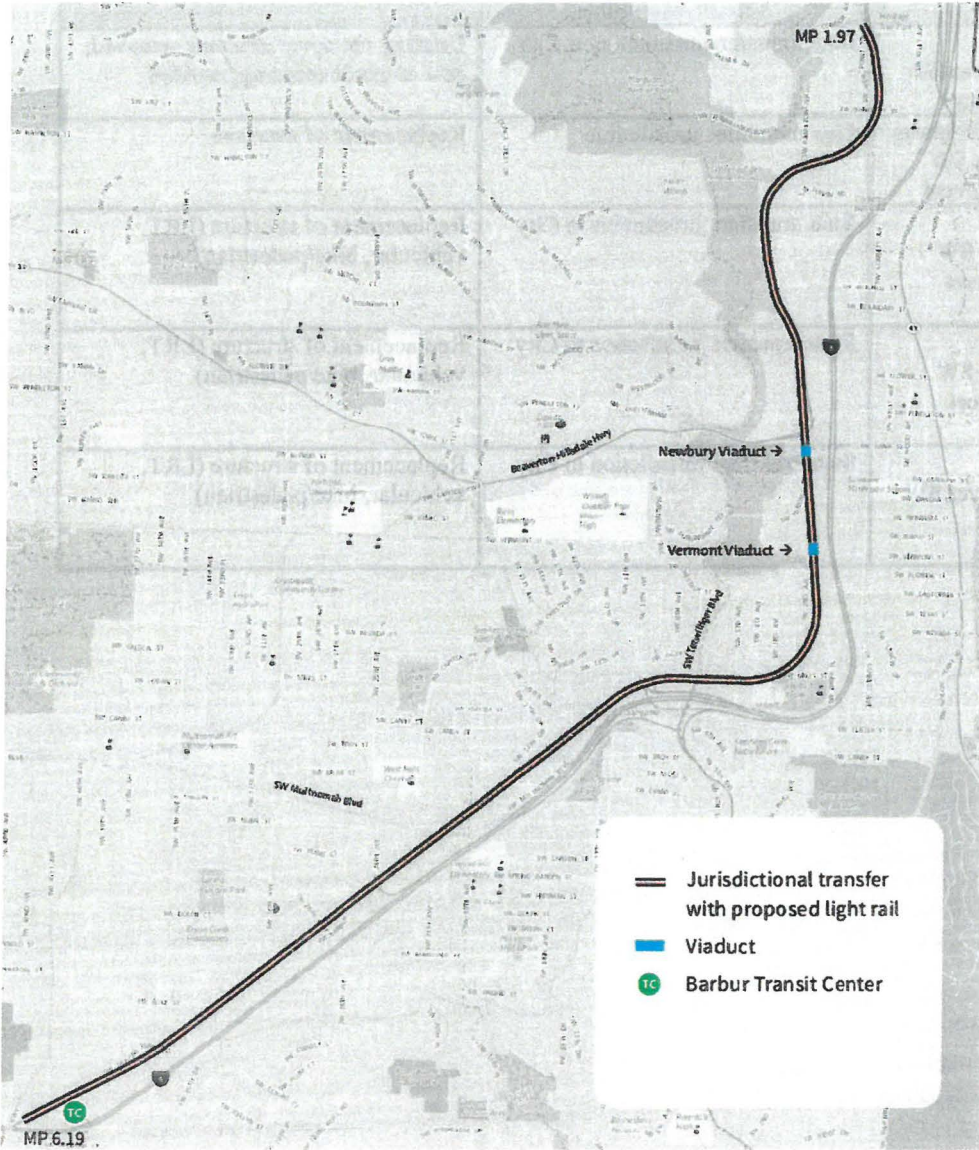
By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

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Agreement No. 32236  
JT 841

# Jurisdictional Transfer Pacific Highway

## EXHIBIT A



### UNIT B

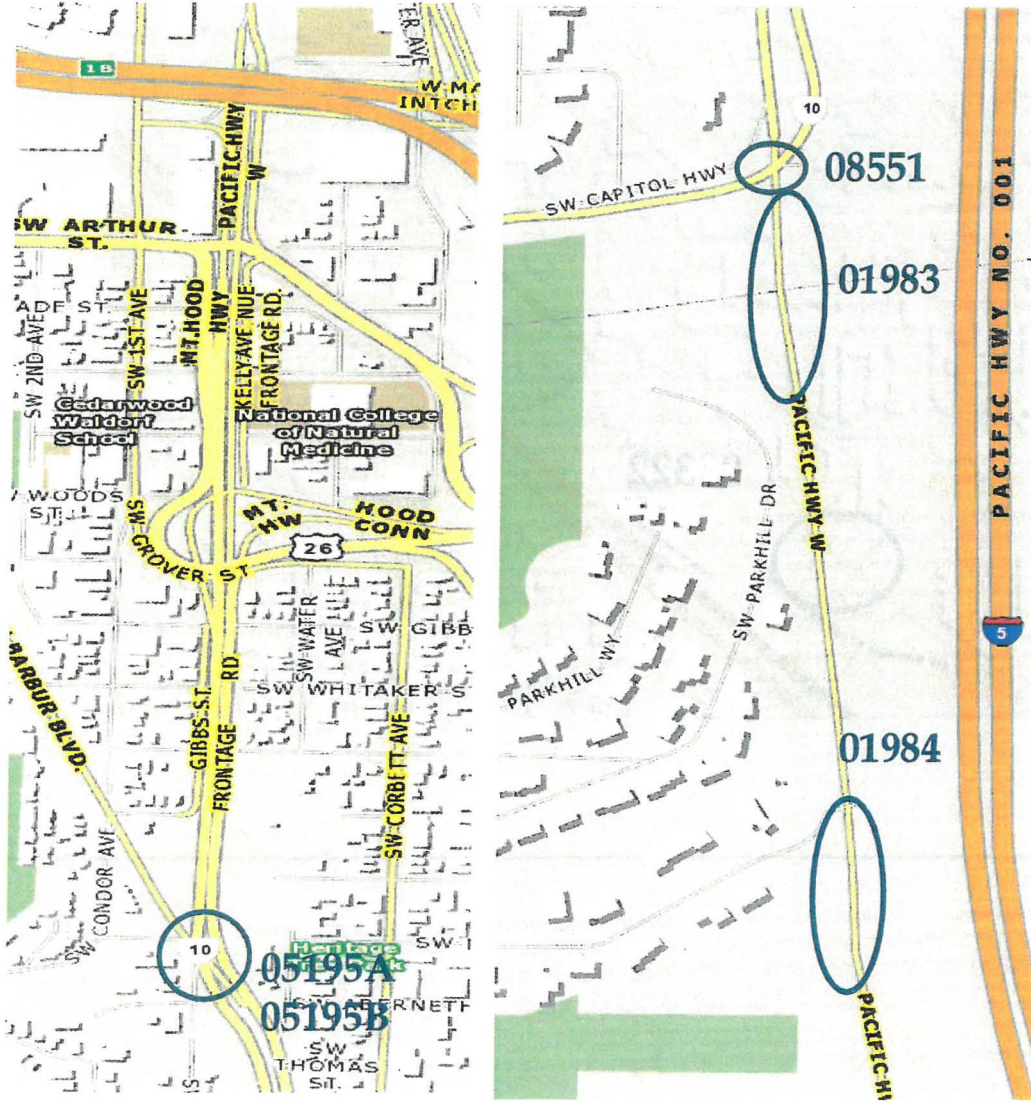
SW Barbur Boulevard from the portion where SW Barbur Boulevard and SW Naito Parkway splits into two separate facilities (MP 1.97) to the northern abutment (jurisdictional transfer, Unit A) of the Crossroad Bridge (MP 6.19).

*NOTE: Refer to Exhibit B for structures that are included in the transfer. Structure 08205 (SW Barbur/SW Capitol Highway over Interstate 5) will remain in State jurisdiction.*

**EXHIBIT B - Bridge and Wall Structures**

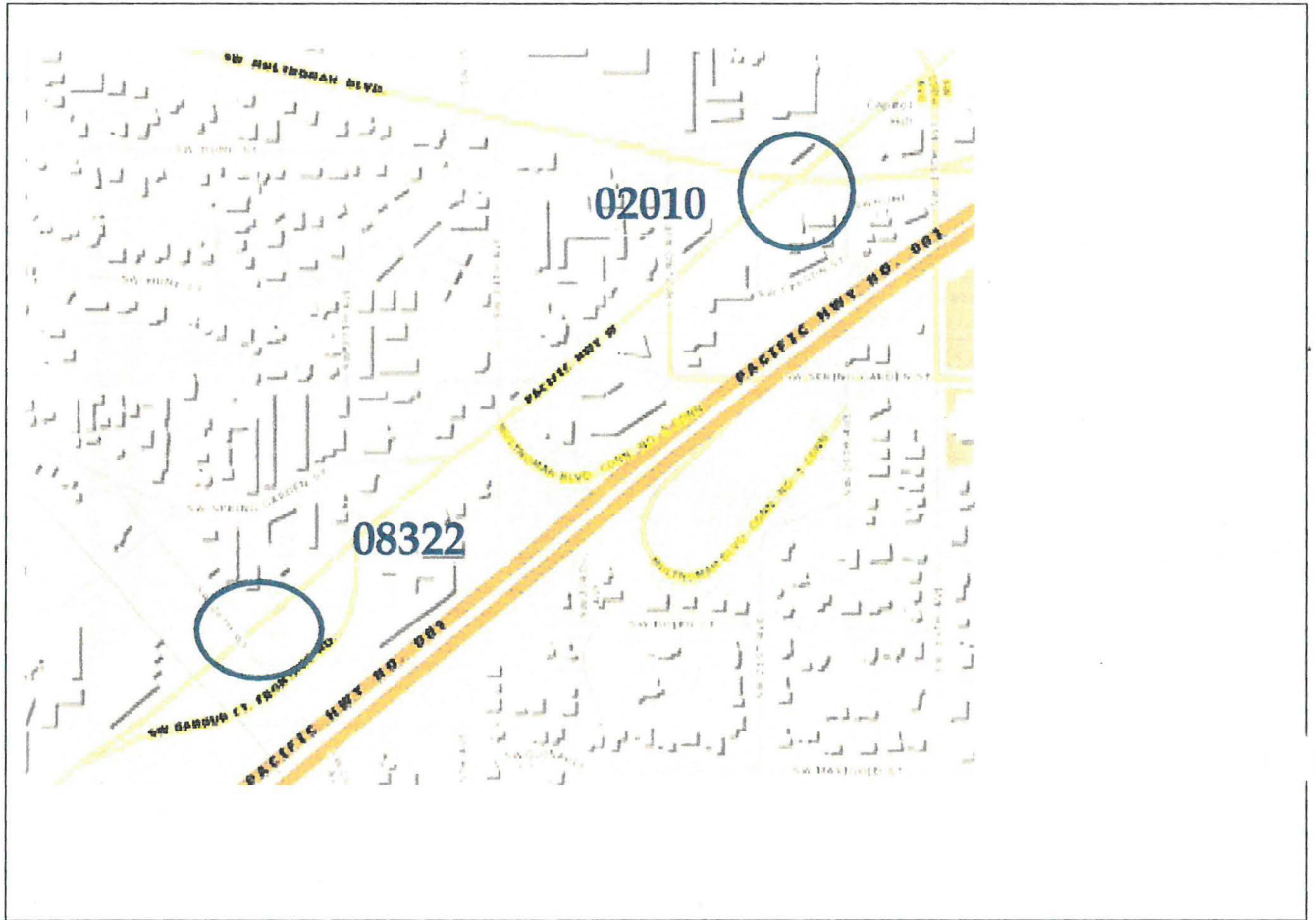
<b>Bridge #</b>	<b>Structure Description</b>	<b>Intergovernmental Agreement Action: Transfer to City or ODOT Maintains</b>	<b>Southwest Corridor Project Action (Locally Preferred Alternative)</b>
05195A 05195B	SW Barbur Boulevard over SW Naito Parkway	State transfers jurisdiction to City	Existing cut/cover structure removed; new at-grade crossing provided
08551	SW Capitol Highway Viaduct over SW Barbur Boulevard	City maintains jurisdiction	Replacement of structure
01983	SW Barbur Boulevard – SW Newbury Street Viaduct	State transfers jurisdiction to City	Replacement of structure (LRT, vehicular, bike/pedestrian)
01984	SW Barbur Boulevard – SW Vermont Street Viaduct	State transfers jurisdiction to City	Replacement of structure (LRT, vehicular, bike/pedestrian)
02010	SW Barbur Boulevard over SW Multnomah Boulevard	State transfers jurisdiction to City	Replacement of structure (LRT, vehicular, bike/pedestrian)

EXHIBIT B – Bridge and Wall Structures (Continued)

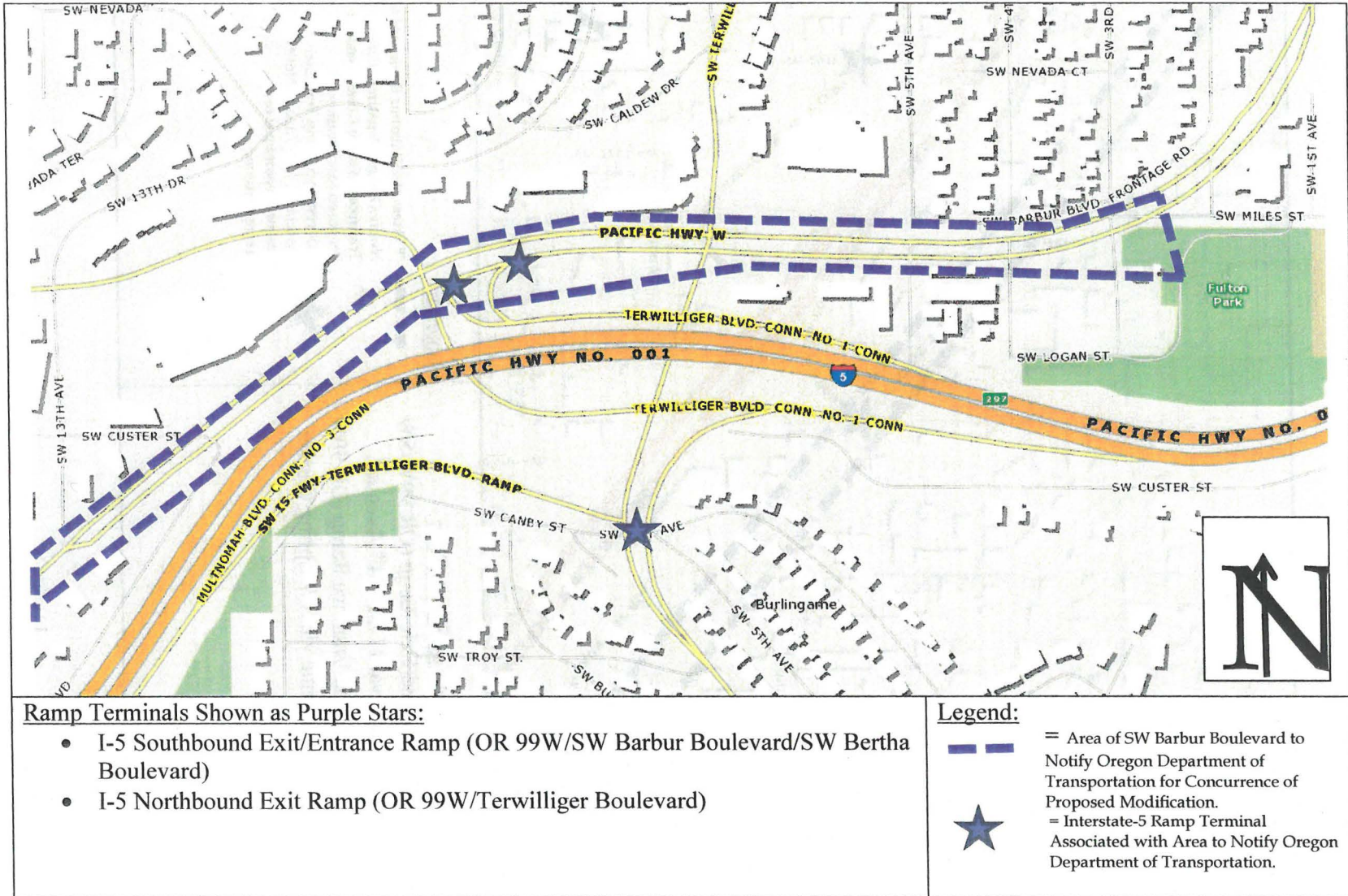


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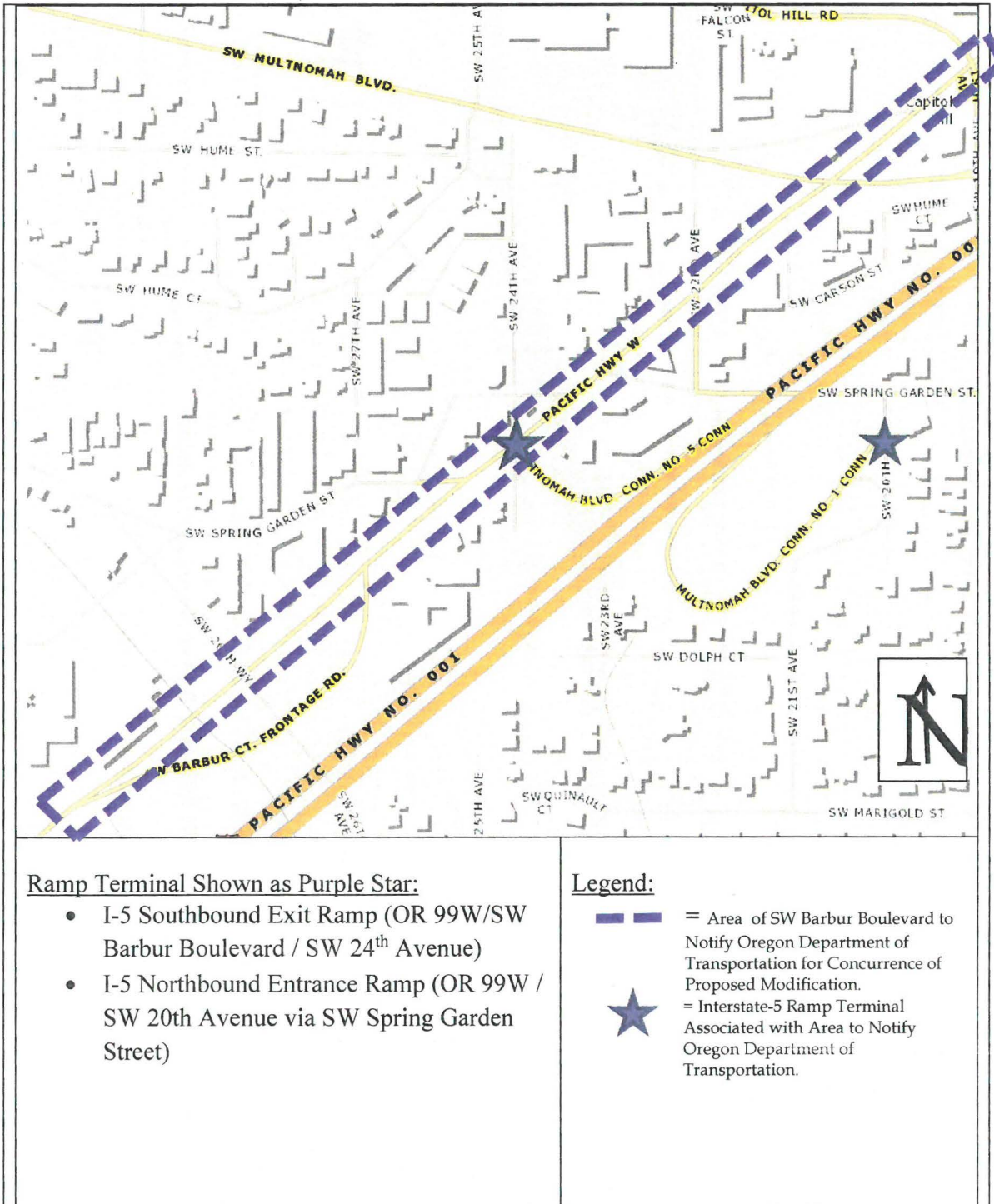
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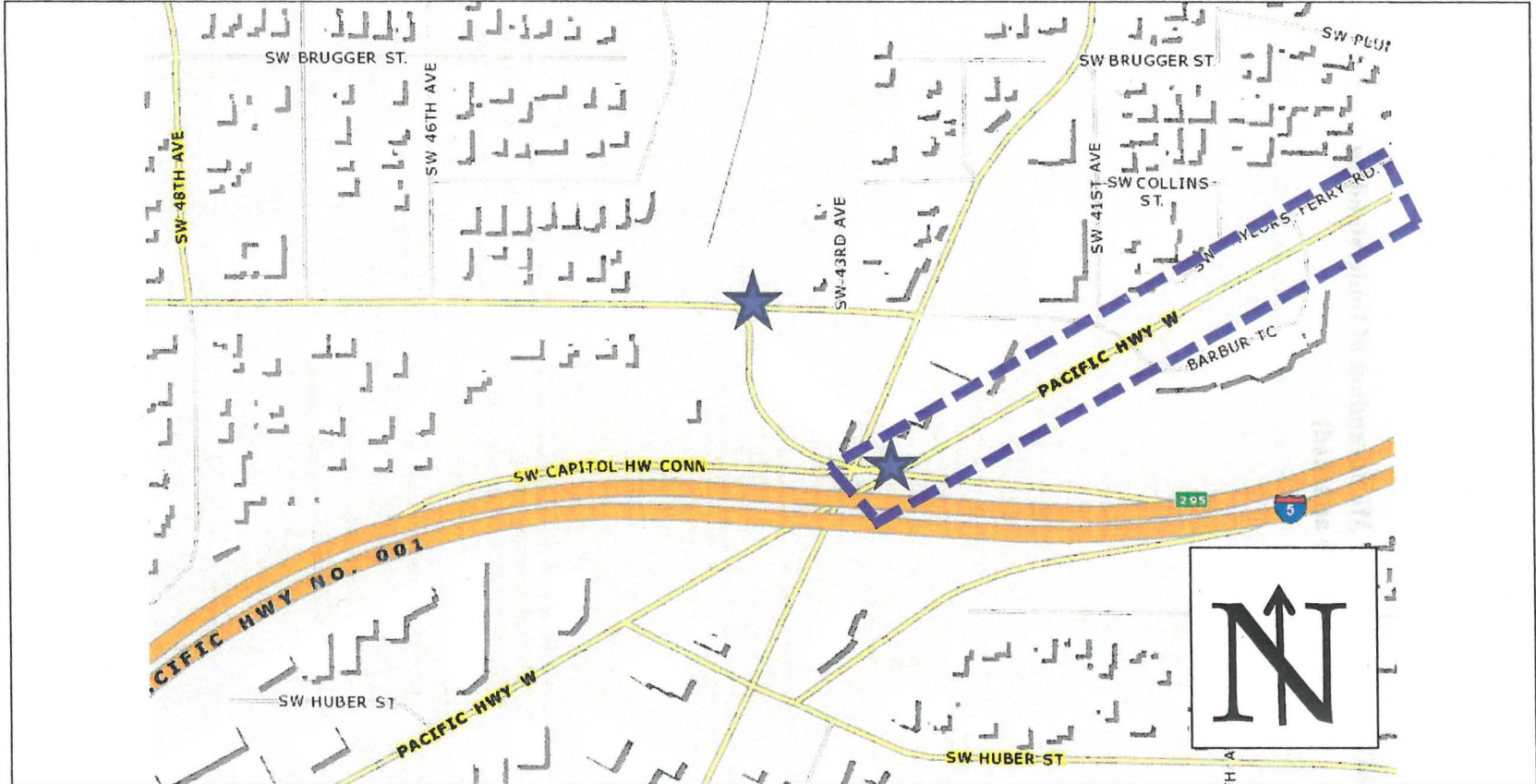
**EXHIBIT C - Areas of Concurrence For Transfer Units**



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Ramp Terminal Shown as Purple Star:

- I-5 Southbound Exit Ramp (OR 99W / SW Taylors Ferry Road)
- I-5 Southbound Entrance Ramp (OR99W / SW Barbur Boulevard / SW Capitol Highway)
- I-5 Northbound Entrance Ramp (OR 99W / SW Huber St)

Legend:

-  = Area of SW Barbur Boulevard to Notify Oregon Department of Transportation for Concurrence of Proposed Modification.
-  = Interstate-5 Ramp Terminal Associated with Area to Notify Oregon Department of Transportation.

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**EXHIBIT D – Stormwater Memorandum of Understanding  
(see attached)**

EXHIBIT D – Stormwater Memorandum  
of Understanding

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Document No. 32236  
JT 841

SWC-0651  
CP:5624.PD:301.005

**Memorandum of Understanding for the Southwest Corridor Light Rail Project State Route  
OR 99W Jurisdictional Transfer Stormwater Infrastructure**

This Memorandum of Understanding ("MOU") is between the City of Portland (City), by and through its Bureau of Transportation (PBOT) and Bureau of Environmental Services (BES); the Oregon Department of Transportation (ODOT), by and through its Region 1 office; and Tri-County Metropolitan Transportation District of Oregon (TriMet). As a result of the Southwest Corridor Light Rail Project (SWC), SW Barbur Boulevard will be transferred from ODOT to City. The purpose of this MOU is to facilitate the jurisdictional transfer of Barbur Boulevard by identifying stormwater infrastructure responsibilities in SW Barbur Boulevard.

**Recitals**

- A. All parties have a mutual goal to complete the jurisdictional transfer of SW Barbur Boulevard from ODOT to City to facilitate the development of the Southwest Corridor Light Rail Project (the SWC Project).
- B. All parties recognize that the SWC Project and resulting project development process, including a jurisdictional transfer of SW Barbur Boulevard, will necessitate locating and identifying existing stormwater infrastructure, and performing a capacity-and-condition assessment. It is also necessary to identify maintenance and ownership responsibilities for stormwater infrastructure serving SW Barbur Boulevard, including systems downstream to an outfall or point of connection to drainage systems not transferred.
- C. All parties acknowledge that additional information must be gathered and reviewed after this MOU is executed and that such information may necessitate modifications to this MOU. Modifications may also be necessitated by revisions to the SWC Project alignment.
- D. ODOT is responsible for stormwater runoff generated from I-5.
- E. PBOT/BES will be responsible for stormwater runoff generated from the transferred portions of SW Barbur Blvd.
- F. TriMet will comply with the City of Portland Bureau of Environmental Services Stormwater Management Manual (SWMM) for SWC design and construction.
- G. TriMet and BES will work collaboratively to define systems needing improvement and what constitutes a betterment. BES will contribute financially for betterments.
- H. The parties to this MOU acknowledge that current maintenance and ownership responsibilities of stormwater infrastructure in Barbur are divided between City and ODOT. Ownership and maintenance of stormwater infrastructure in Barbur shall be identified in a stormwater asset inventory (sample asset inventory is attached as Exhibit A).

**Understandings**

1. For the purposes of this MOU, stormwater infrastructure is defined as all surface and subsurface stormwater systems, stream management systems, and combined sewer systems but does not include groundwater management systems.
2. The process of compiling information related to stormwater infrastructure in Barbur will be led by TriMet. Ongoing coordination by all parties will be required. Ongoing coordination includes the following:
  - Providing TriMet with known data on system conditions
  - Providing as-built data where available
  - Attending meetings to discuss existing infrastructure
3. The parties agree that additional information will be prepared at the following milestones:

Description of Information Provided	Responsible Party	SWC Milestone Associated
First draft of asset inventory. First draft shall include location, depth, size, type, material, and condition of existing stormwater infrastructure. Condition column only includes conditions previously documented.	TriMet	15% design – Approx. January 2019
Completion of a capacity-and-condition assessment of all stormwater infrastructure based on field investigations.	City of Portland, BES	30% design – Approx. January 2021
Completion of asset inventory. Final draft shall include everything in first draft plus ownership and maintenance responsibilities for each piece of stormwater infrastructure.	TriMet (with input from City of Portland and ODOT)	30% design – Approx. January 2021
Drawings showing all known existing stormwater infrastructure in Barbur and Naito (limited to project footprint)	TriMet	30% design – Approx. January 2021
Preliminary design including new and reconstructed infrastructure in Barbur. Preliminary design shall include locations of new stormwater facilities.	TriMet	30% design – Approx. January 2021
Final design including new and reconstructed infrastructure in Barbur	TriMet	100% design

4. The parties acknowledge that maintenance issues have been previously identified as shown in Exhibit B. The parties agree that additional work is required to define the cause and/or extent of the issues. The parties agree to work collaboratively to find solutions to each of the known issues identified in the map included as Exhibit B.
5. The parties agree to evaluate designed stormwater system upgrades, repairs, replacements, and rehabilitation at 30% plans and develop an agreement for stormwater infrastructure transfer and maintenance at that time
6. City agrees that responsibility for responding to hazardous materials spills, including notification of the appropriate authorities and clean-up, will transfer with the roadway.

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7. State agrees that all operation and maintenance responsibility, including but not limited to spill response, notification, and clean-up, will remain with ODOT until the jurisdictional transfer is completed.

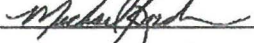
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Each party represents that it has the authority to enter into this MOU, which is a statement of the intentions of the parties. Each signatory represents that they have been authorized by that party to execute and deliver this MOU.


**Portland Bureau of Environmental Services (BES)**

By:   
Title: DIRECTOR, BES  
Date: 10/5/18


**Portland Bureau of Transportation (PBOT)**

By:   
Title: PBOT Interim Director  
Date: 10/5/18

**Oregon Department of Transportation (ODOT)**

By:   
Title: PI Manager  
Date: 9/24/2018

**Tri-County Metropolitan Transportation District of Oregon (TriMet)**

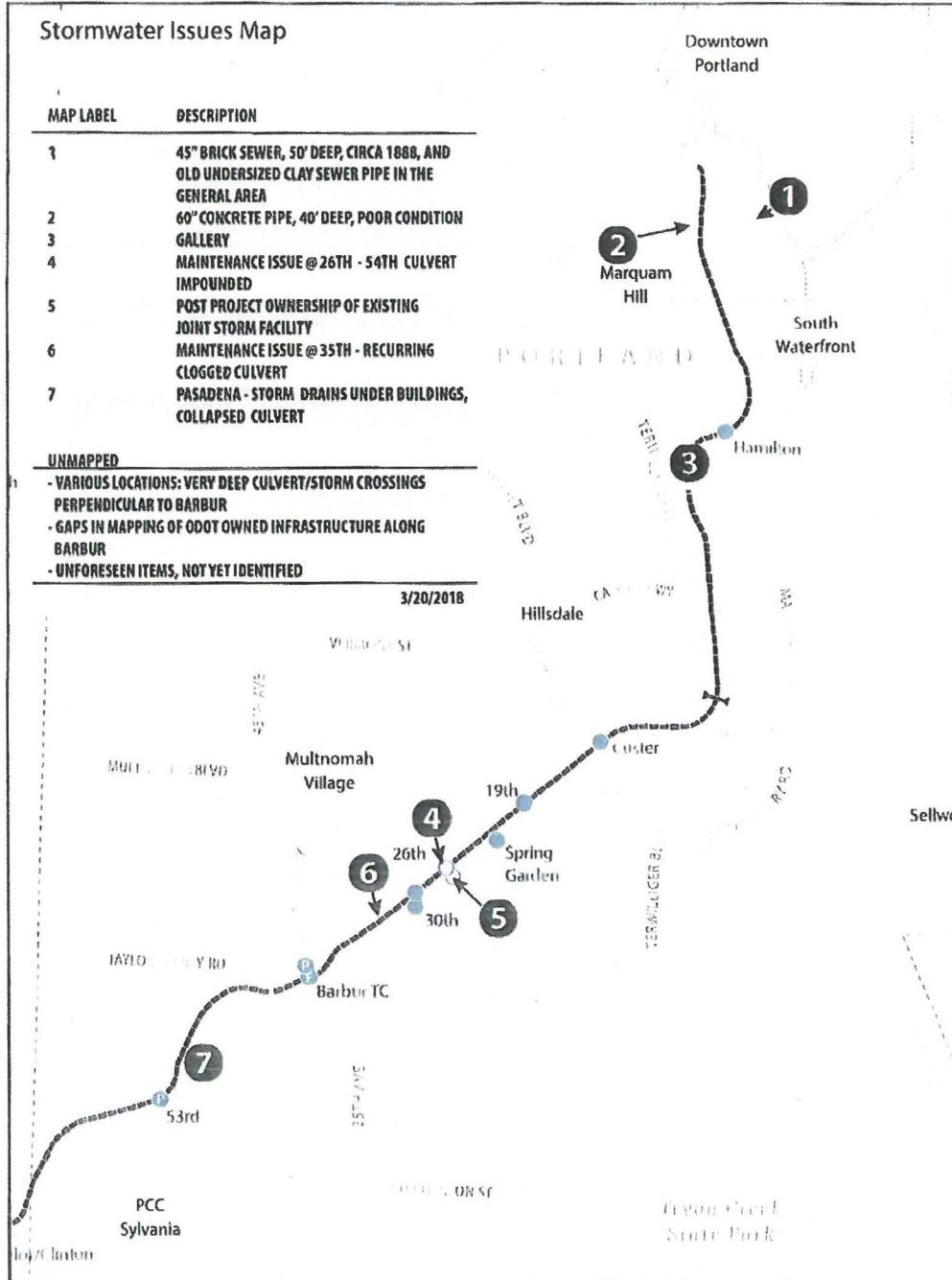
By:   
Title: EXECUTIVE DIRECTOR  
Date: SEPT 14, 2018



UNITID	CURRENT OWNER	FUTURE OWNER	SERVSTAT	FROM DEPTH	TO DEPTH	SRVY LEN	PIPE SIZE	PIPE SHAPE	MATERIAL	JobNo	SYSTEM	DETAIL SYMBOL	CONDITION
ADF926 APV525			IN	0.00	2.00	134	12	CIRC	CSP		STORM	STORM GRAVITY MAIN	
ACH544 ACH455	BES		IN	10.50	10.50	350	12	CIRC	CSP	1360	STORM	STORM GRAVITY MAIN	
APK517 APK535	PARK		IN	0.00	0.00	102	4	CIRC	UNSPEC		STORM	STORM FRENCH DRAIN	
ACN138 ACM938	UNKN		IN	3.00	0.00	40	0	CIRC	UNSPEC		STORM	STORM GRAVITY MAIN	
ABV658 ABV659	BES		IN	8.20	7.50	86	10	CIRC	CSP	20155	SEWER	COMBINED GRAVITY MAIN	
ACS829 ACS883	BES		IN	7.50	6.00	231	8	CIRC	CSP	1780	SEWER	COMBINED GRAVITY MAIN	
AQC223 AQC220	ODOT		IN	0.00	0.00	220	12	CIRC	UNSPEC	12V-271	STORM	STORM GRAVITY MAIN	
ACM939 ACM943	BES	ABAN		0.00	0.00	67	12	CIRC	CSP		STORM	ABANDONED MAIN	
ACH543 ACH456	BES		IN	9.50	10.50	110	10	CIRC	CSP	1360	STORM	STORM GRAVITY MAIN	
AQT419 ABU784	ODOT		IN	0.00	0.00	25	8	CIRC	UNSPEC	03V-366	STORM	STORM GRAVITY MAIN	
ACX751 ACX753			IN	3.80	2.00	40	12	CIRC	CMP		STORM	STORM GRAVITY MAIN	
APM939 ACC788	BES		IN	2.50	0.00	267	8	CIRC	VARIES	20169	SEWER	COMBINED GRAVITY MAIN	
ACM938 ACM935	BES		IN	8.00	0.00	336	10	CIRC	CSP	1360	SEWER	COMBINED GRAVITY MAIN	
ABY752 ABY751	BES		IN	14.00	18.50	59	12	CIRC	CSP	BOM	SEWER	COMBINED GRAVITY MAIN	
ACS830 ACS818	BES		IN	7.10	9.80	200	8	CIRC	CSP	1360	SEWER	COMBINED GRAVITY MAIN	
ACS807 ACS795	BES		IN	6.10	6.00	260	12	CIRC	CSP	861	SEWER	COMBINED GRAVITY MAIN	
APN888 APN887	ODOT		IN	0.00	0.00	30	12	CIRC	HP		STORM	STORM CULVERT (GENERIC)	
AQR008 AQR009	BES	CNS		15.70	19.50	25.28	30	CIRC	HP	EP9225	SEWER	COMBINED GRAVITY MAIN	
AQC476 AQC477	ODOT		IN	0.00	0.00	273.5	12	CIRC	UNSPEC		STORM	STORM GRAVITY MAIN	
AQF622 AQF623	ODOT		IN	0.00	0.00	259	21	CIRC	UNSPEC	06V-103	STORM	STORM GRAVITY MAIN	
ABY680 ABY681	BES		IN	0.00	11.00	120	12	CIRC	CSP	20155	SEWER	COMBINED GRAVITY MAIN	
APJ018 APJ019	ODOT		IN	0.00	0.00	70	12	CIRC	CSP		STORM	STORM GRAVITY MAIN	
ACC771 ACC946			IN	0.00	6.00		8	CIRC	CSP		STORM	STORM GRAVITY MAIN	
ABU827 ABU780	BES		IN	16.80	12.80		27	CIRC	CSP	08V-008	SEWER	COMBINED GRAVITY MAIN	
ACC792 ACC791			IN	0.00	0.00	15	8	CIRC	CSP		STORM	STORM GRAVITY MAIN	
AQC189 AQC190	ODOT		IN	0.00	0.00	175	12	CIRC	CSP	05V-535	STORM	STORM GRAVITY MAIN	
ACS615 ACS616	BES		IN	6.00	0.00	200	8	CIRC	CSP	1360	STORM	STORM GRAVITY MAIN	
ACC790 ACC789			IN	0.00	0.00	20	8	CIRC	CSP		STORM	STORM GRAVITY MAIN	
AQA579 AQA580	ODOT		IN	0.00	0.00	160	12	CIRC	UNSPEC	16V-001	STORM	STORM GRAVITY MAIN	
ANM760 ANM759	ODOT		IN	0.00	0.00	195	12	CIRC	CSP		STORM	STORM GRAVITY MAIN	
ACC858 ACC857	BES		IN	5.20	4.50	270	8	CIRC	CSP	1360	STORM	STORM GRAVITY MAIN	
ACC774 ACC773	BES		IN	0.00	0.00	51	8	CIRC	CSP	1360	STORM	STORM GRAVITY MAIN	
ANV104 AQM792	UNKN		IN	0.00	0.00	57	12	CIRC	CSP		STORM	STORM GRAVITY MAIN	
ARB644 ABUS14	BES	ABAN		0.00	0.00	220	12	CIRC	VSP	20207	STORM	ABANDONED STORM MAINS	
AQN062 AQN063	ODOT		IN	0.00	0.00	127	12	CIRC	CSP		STORM	STORM GRAVITY MAIN	
ACC775 ACC770	BES		IN	38.50	38.50	90	12	CIRC	CSP	20169	SEWER	COMBINED GRAVITY MAIN	
AQC191 AQC192	ODOT		IN	0.00	0.00	132	12	CIRC	CSP	05V-535	STORM	STORM GRAVITY MAIN	
ADJ030 AQB300	ODOT		IN	0.00	0.00	209	0	CIRC	UNSPEC	16V-001	STORM	STORM GRAVITY MAIN	
AQB997 AQB884	ODOT		IN	0.00	0.00	127	12	CIRC	CSP	05V-535	STORM	STORM GRAVITY MAIN	
AQR008 ACM951	BES	TBAB		0.00	0.00	243	30	RCTP	CSP	851	SEWER	COMBINED GRAVITY MAIN	
AQN066 ARB018	ODOT		IN	0.00	0.00	38	12	CIRC	UNSPEC	46V-141	STORM	STORM GRAVITY MAIN	
APQ126 APQ041	ODOT		IN	0.00	0.00	144	12	CIRC	UNSPEC	08V-008	STORM	STORM GRAVITY MAIN	
ABUS31 ABUS32	BES		IN	10.50	12.30	40	12	CIRC	VSP	20173	STORM	STORM GRAVITY MAIN	
ACS572 ACS570			IN	12.40	50.00	86	24	CIRC	CSP	2489	STORM	STORM GRAVITY MAIN	
ADC352 ADC520	BES		IN	0.00	0.00	65	8	CIRC	CSP		STORM	STORM GRAVITY MAIN	

Memorandum of Understanding for the Southwest Corridor Light Rail Project Hwy 99 Jurisdictional Transfer Stormwater Infrastructure

EXHIBIT B



Memorandum of Understanding for the Southwest Corridor Light Rail Project Hwy 99 Jurisdictional Transfer Stormwater Infrastructure



189254

City/State  
Agreement No. 32236  
JT 841

**EXHIBIT E- Unit B  
Transfer Document**

**Acceptance of Jurisdictional Transfer  
& Quitclaim of Active Right of Way**

**Mile point 1.97 – 6.19  
Pacific Highway West (OR 99W)  
Multnomah County**

The Parties agree that signing this Agreement and Acceptance page serves as an indication of approval, pursuant to ORS 93.808, of the following conveyances from the State to the City of Portland. All right, title, and interest, including jurisdiction, maintenance and control, of milepoints of the Pacific Highway West Highway, state highway No. 99W in Multnomah County, Oregon, and the state highway system, in Unit B, described in Exhibit A and shown on Exhibit A attached hereto and by this reference made a part hereof, shall be conveyed to City of Portland as a portions of its Portland City road system as long as needed for the service of persons living thereon or for a community served thereby.

Accepted By:

City of Portland by and through its elected officials

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_