

**INTERGOVERNMENTAL AGREEMENT FOR THE  
MANAGEMENT OF THE WILLAMETTE SHORE LINE RIGHT-  
OF-WAY**

**AMENDMENT  
NO. 2**

This AMENDMENT NO. 2 to the Intergovernmental Agreement for the Management of the Willamette Shore Line Right-of-Way ("Amendment") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF PORTLAND, OREGON ("Portland"), METRO ("Metro"), the CITY OF LAKE OSWEGO, OREGON ("Lake Oswego"), the TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON ("TriMet"), and the OREGON DEPARTMENT OF TRANSPORTATION ("ODOT") collectively, the Willamette Shore Line Consortium (the "Consortium").

**RECITALS**

1. In June 1988, Portland, Metro, Lake Oswego, Clackamas County, and Multnomah County, Oregon entered into an Intergovernmental Agreement to Purchase of the Jefferson Street Rail Line (the "Purchase IGA") for the purpose of owning and preserving the Jefferson Street Rail Line, also known as the Willamette Shore Trolley Line (the "Right-of-Way") for public mass transit use.
2. In November 1994, Portland, Metro, Lake Oswego, Multnomah County, Clackamas County and TriMet entered into an Intergovernmental Agreement for the Management of the Willamette Shore Line Right-of-Way (the "Management IGA") for the overall management and governance of the Right-of-Way, and to formally establish the Willamette Shoreline Right of Way Consortium ("Consortium"). The Oregon Department of Transportation was a named party in the Management IGA, but did not execute it.
3. In July 2003, the Consortium members entered into an Intergovernmental Agreement for Maintenance and Funding of the Willamette Shore Line Right-of-Way (the "Maintenance and Funding IGA"). The Maintenance and Funding IGA supplemented and amended the Purchase IGA and the Management IGA to provide a mechanism to simplify the expenditure approval process and delegate authority to specific Consortium members for specific expenditures, and designated TriMet as "Agent" for the Right-of-Way, with responsibility for negotiating and executing real property agreements relating to the Right-of-Way and working with local jurisdictions concerning public improvement projects that may impact the Right-of-Way.
4. By letter dated March 2, 2004, Multnomah County voluntarily and unilaterally concluded its participation in the Consortium.
5. In August 2010, the Consortium entered into Amendment No. 1 to the Management

IGA, acknowledging the departure of Multnomah County, ratifying the Management IGA and extending it to August of 2020. Although the Consortium intended to extend the Management IGA, it expired in August 3, 2020.

6. By letter dated March 7, 2013, Clackamas County voluntarily and unilaterally concluded its participation in the Consortium.
7. Although the Consortium intended to extend the Maintenance and Funding IGA, it expired July 1, 2013. By concurrently entering into Amendment No. 1 to the Maintenance and Funding IGA, the Consortium expects to retroactively extend the Maintenance and Funding IGA to October 31, 2031, and provide for automatic renewals.
8. The Consortium now wishes to acknowledge the departure of Clackamas County and retroactively extend the Management IGA to October 31, 2031, consistent with Amendment No. 1 to the Maintenance and Funding IGA, and to provide for the automatic renewal of the Management IGA every ten years unless terminated in writing.

#### **AMENDMENT TO THE MANAGEMENT IGA**

1. In recognition of Clackamas County's March 7, 2013 letter formally withdrawing from its membership in the Consortium, the remaining participating jurisdictions (Portland, Metro, Lake Oswego, TriMet and ODOT) hereby re-constitute themselves as the Consortium.
2. The Term of the Management IGA, as amended and supplemented by the Purchase IGA and the Maintenance and Funding IGA, is hereby retroactively extended to October 31, 2031, or until such earlier date that the Portland to Lake Oswego Streetcar Project commences revenue service on the Right-of-Way. The term shall automatically renew for 10-year terms coterminous with the Maintenance and Funding IGA upon the expiration of each preceding term, unless a majority of the remaining members of the Consortium provide 60 days' notice prior to expiration of their intent not to renew.
3. Nothing in the Management IGA or this Amendment may be construed in contravention of the terms of the Maintenance and Funding IGA. To the extent any provision of the Management IGA or this Amendment conflicts with the Maintenance and Funding IGA, the latter governs.

IN WITNESS WHEREOF, the parties have executed this Amendment effective for the dates noted herein.

CITY OF PORTLAND, OREGON

Approved as to Form:

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

CITY OF LAKE OSWEGO, OREGON

By: 

Title: City Manager

Approved as to Form:



METRO

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF OREGON

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

OREGON DEPARTMENT  
OF TRANSPORTATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

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