INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PORTLAND AND TRIMET FOR MAINTENANCE OF DIVISION TRANSIT PROJECT FACILITIES

TriMet Contract No	. GC240819SRI
City Contract No.	

THIS MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), a mass transit district, and the CITY OF PORTLAND ("City") (each a "Party" and collectively the "Parties") on this the 26th day of June, 2024 (the "Effective Date").

RECITALS

- 1. Pursuant to ORS Chapter 190, the Parties have the authority to enter into this Agreement.
- 2. TriMet and the City were partners in constructing the Division Transit Project (the "Project") from downtown Gresham to downtown Portland, as shown on Exhibit A. Capitalized terms used in this Agreement shall be defined either within this Agreement or in Exhibit B. Exhibit A and Exhibit B are attached hereto and incorporated herein by this reference.
- 3. Construction of the Project began in January 2020 and was substantially complete in June 2022. The Project became fully operational in September 2022.
- 4. The Parties now desire to describe and agree to their respective permanent Maintenance responsibilities in public right-of-way ("ROW") affected by the Project.

NOW, THEREFORE, the Parties hereto desire to further define the maintenance responsibilities for the portions of the Project located within the limits of the City of Portland.

ARTICLE I DIVISION OF MAINTENANCE RESPONSIBILITY

- A. <u>Definitions</u>. Except as otherwise stated, all capitalized terms have the meaning described in Exhibit B.
- B. General Maintenance and Repair Responsibilities. In general, TriMet's Maintenance responsibilities include transit-specific improvements and Project features located within the Transit Way. The City shall generally be responsible for all non-highway, local Street right-of-way features outside of the Transit Way, except as otherwise provided herein and as shown in Exhibit C (Asset Table) and Exhibit D (Platform Maintenance Diagrams), which is attached hereto and incorporated herein by this reference. Exhibit C sets forth a list of Project-constructed assets

requiring Maintenance, and further sets forth the Party responsible for specific Maintenance obligations. The Parties agree to perform or cause to be performed the Maintenance responsibilities set forth in Exhibits C & D, as further elaborated in this Agreement. Except as expressly set forth in this Agreement, the Parties have no intention to transfer any City or private party Maintenance obligation to TriMet, or any TriMet Maintenance obligation to City.

- C. <u>Parties' Maintenance Responsibilities</u>. Each Party's specific Maintenance responsibilities are set out in Exhibits C & D. Each Party shall perform all Maintenance work associated with a Project-constructed asset set out in these exhibits for which that Party is responsible.
 - a. <u>TriMet's Maintenance Responsibilities</u>. Unless otherwise set out in Exhibit C & D, TriMet's Maintenance responsibilities generally include any infrastructure built on TriMet-owned property, plus bus platform surfaces and elements in the Transit Way. These platform elements include:
 - Shelters, furnishings, and platform amenities
 - Below-grade platform structural foundations
 - Platform electrical/communications cabinets and conduit
 - Platform lighting, railings, bollards, station markers & all platform signage, tactile pavers/strips, and curb paint
 - Green thermoplastic bike lane demarcation on platforms east of 76th Ave. Parties agree that the use of MMA based paint is an acceptable material when performing maintenance of the referenced thermoplastic.
 - All other pavement markings including the following: "wait behind line" text, "look" text with directional arrow, and bicycle/wheelchair graphics at loading areas. This also includes transit-specific traffic control devices at each platform for TriMet bus travel, including signage, striping, and markings. If the device is located in ROW, TriMet must comply with Article I, Paragraph L of this Agreement when planning and performing the required maintenance.
- D. <u>City's Responsibilities</u>. Unless otherwise set out in Exhibits C & D, the City shall continue to have full Maintenance responsibility for public street elements, including, but not limited to the following:
 - a. Pedestrian crossing islands constructed as part of the Project ("Islands") within the City Right of Way.
 - b. Concrete bus pads in the City Right of Way.
 - c. Protected bike lane infrastructure in the City Right of Way.
 - d. Traffic and transit signals in the City of Portland Right of Way.
 - e. Roadway lighting in the City of Portland Right of Way.
 - f. Betterments constructed for the City, as set forth in the DTP Fiber Betterment Agreement referenced in Article I, Paragraph M of this Agreement;
 - g. Roadway traffic control devices for City streets, including signage, striping, and markings (all devices regulated via the Manual of Uniform Traffic Control Devices). If the device is located

- on a bus platform, the City must comply with Article I, Paragraph L of this Agreement when planning and performing the required maintenance.
- E. <u>Retaining Walls on Private Property</u>. Retaining walls built on private property as part of the Project will be the responsibility of the APO, unless otherwise noted in Exhibits C & D.
- F. <u>Sidewalks, Planter Strips, and Street Trees</u>. Sidewalks, Planter Strips, and Street Trees are the responsibility of the APO, as set out in City Code Sec. 11, unless otherwise noted in Exhibit C & D.
- G. <u>Establishment Period Maintenance of Landscaping Installed by the Project</u>. TriMet shall maintain all Landscaping and all irrigation systems installed to irrigate Landscaping during the period which shall begin upon TriMet's final acceptance of the Landscaping in accordance with the applicable construction contract and shall continue for two years thereafter (the "Establishment Period"). Following the Establishment Period, the Parties shall abandon such systems in place without further obligation for Maintenance responsibility, except as otherwise provided for in Article I, Paragraph J of this Agreement or Exhibit C.
- H. <u>Stormwater Treatment Facilities</u>. The City of Portland has responsibility for all Stormwater Treatment Facilities installed by the Project and located within the City Right of Way, as set forth in Exhibit C.
- I. <u>Long-Term Maintenance of Landscaping Installed by the Project</u>. At the conclusion of the Establishment Period, the Landscape Maintenance responsibility for all Landscape features installed for the Project will be in accordance with responsibilities shown on Exhibit C.
- J. Traffic Signals. Traffic Signals shall be maintained as set forth in Exhibit C.
- K. Cooperation for Facilities.
 - a. General Cooperation for Facilities. In the event either Party engages in any Maintenance action that impacts Project bus service, Roadway operation, transit signal priority (TSP), or any of the other Party's operating facilities, the applicable Party agrees to perform the Maintenance work as expeditiously as reasonably possible so as to minimize the impact to the public and each other Party's operating facilities. This coordination includes any planned or unplanned disruption to the TSP system.
 - b. Water Main at transit stations with Design Exceptions approved for locating transit structures above the 32" supply line (this condition exists at stations located at SE 30th, 34th, 43rd and 51st and SE Division).
 - 1. <u>Planned Maintenance</u>: If PWB needs to perform planned maintenance on their subsurface 32" supply line and TriMet-owned structures or transit infrastructure and

Fxhibit A

amenities are in the way, PWB will acquire necessary permissions for "disruption of TriMet service" at no cost to PWB and notify TriMet two weeks in advance. TriMet will temporarily remove above grade facilities so PWB can work. If this work requires the removal of the electrical/com cabinet, additional time and coordination will be required. This includes coordination with PGE, and their equipment on the platform. While TriMet will be responsible for the related cost of platform restoration, all below-grade work will require more extensive coordination. This includes, but is not limited to, the terms of who will be performing the work, and the related duration/schedule. Upon completion of work, PWB will notify TriMet and TriMet will re-install their facilities. Removal and reinstallation of TriMet-owned structures will be at TriMet's expense. In this case, TriMet structures include the concrete bus pad installed to facilitate bus movement on city right-of-way. TriMet will be responsible for restoring the concrete bus pad or bus platforms when PWB needs to access the water main (at locations noted in this section) that cross underneath them or excavate for maintenance of water meters. Note: at the time of this agreement there is no planned maintenance. However, the supply line could last for decades to come, and planned maintenance at some point is likely.

- 2. <u>Emergency</u>: In case of an emergency which requires PWB to remove TriMet structures to access water pipes, PWB shall make every attempt to coordinate and schedule the required work with TriMet. PWB will do what is necessary to make repairs. Any damage to TriMet structures will be repaired at TriMet's expense.
- 3. <u>Catastrophic failure</u>: in case of a catastrophic failure of a water main that results in significant damage to the improvements in the area, including TriMet structures, PWB will work with TriMet on an agreement of shared replacement expense. This will not absolve external parties from responsibility if it is determined they are the cause of the failure.
- c. <u>Snow and Ice Response.</u> The City will follow their then-current official policy and Snow and Ice Response Plan for snow and ice removal on public streets and bike lanes within the City Right of Way.
- L. <u>Other Maintenance Agreements</u>. The Parties have entered into other agreements related to the DTP Project, as follows:
 - DTP Design and Construction IGA, GC1800831LE
 - DTP Fiber Betterment Agreement, GC210817LE
 - PBOT TriMet IGA for TSP, including maintenance obligations associated with TSP hardware and software, still underdevelopment as of 10/25/24

These agreements are listed here for ease of reference but are separate agreements that are governed by their own terms. In the event of a conflict between the terms of this Agreement and another agreement between the Parties with respect to Maintenance of Project facilities, this Agreement shall govern.

- M. Access to City ROW. TriMet personnel must not use City ROW in a way that restricts the use of the ROW without City permission, except in emergency situations. Required access to any City structures or restriction of City ROW or features of shared responsibility within City ROW must be coordinated with City to assure the safety of personnel and the travelling public. Any restriction of City ROW by TriMet or third parties acting for TriMet must be coordinated through the City's permit process.
- N. <u>Financial Reimbursement for Extraordinary Maintenance Conditions</u>. Each Party agrees to make every reasonable effort to accommodate the other in the accomplishment of Maintenance activities contemplated by this Agreement. In the event both Parties agree that work to be performed is extraordinary and subject to the availability and appropriation of funds, the Maintenance Operations Group Manager for the Bureau of Transportation of the City of Portland and the TriMet Facilities Maintenance Manager may negotiate reasonable reimbursement for such extraordinary work. This paragraph is not intended to entitle either Party to payment from the other for performing its obligations under this Agreement.
- O. <u>Party Representatives</u>. The representatives of the Parties for routine correspondence and notices related to the obligations set forth in this Agreement are:

If to TriMet:

Manager, Maintenance of Way Ruby Junction Rail Operations Center 2222 N.W. Eleven-Mile Avenue Gresham, OR 97030 (503) 962-8150

If to City:

PBOT Group Director, Maintenance Operations City of Portland 2929 N. Kerby Portland, OR 97227 503.823.1700

Routine correspondence or notices must be made in a manner designed to provide notice as soon as possible under the circumstances, whether verbal or written. The Parties' representatives shall use good faith efforts to confirm verbal notice or communication with subsequent written communication.

ARTICLE II GENERAL PROVISIONS

- A. <u>Indemnification</u>. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, each Party ("Indemnitor") shall indemnify and hold the other Party ("Indemnitee") and Indemnitee's agents, directors, officers, and employees, harmless from all liability, claim, loss, cost, or expense arising out of negligent actions or inactions by the Indemnitor under this Agreement.
- B. <u>Duration of Agreement</u>. This Agreement shall be in full force and effect as of the Effective Date until terminated as provided by law.
- C. <u>Laws of Oregon</u>. This Agreement shall be governed by the laws of the State of Oregon as required by ORS Chapter 279, all relevant provisions of which shall be included in public contracts.
- D. <u>Audit and Inspection of Records</u>. The City and TriMet shall maintain cost records relating to any reimbursable work by either Party under this Agreement. All costs entitled to reimbursement under this Agreement shall be allowable costs under the applicable Federal Transit Administration cost principles and guidelines for private parties. The City and TriMet shall maintain adequate records and shall permit authorized representatives of each Party hereto, the U.S. Department of Transportation, or the Comptroller General of the United States to inspect and audit all work, books, accounts, and other data relating to this Agreement.
- E. <u>Adherence to Law</u>. The City and TriMet shall adhere to all applicable laws governing their respective relationships with employees, including, but not limited to, laws, rules, regulations, and policies concerning workers' compensation and minimum and prevailing wage requirements.
- F. <u>Successors and Assigns</u>. The interests, rights, and benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors and assigns of the Parties hereto.
- G. Modification of Agreement. No waiver, consent, modification, change, or amendment to the terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Any waiver, consent, modification, change, or amendment shall be effective for the specific purposes described and set forth in writing and signed by an authorized representative of each Party. However, minor changes to Project features in the City Right of Way or the addition of minor features to be maintained under this Agreement can be agreed upon by the Party Representatives and authorized by City Encroachment Permit.
- H. <u>Notice</u>. All notices provided for hereunder shall be in writing and sufficient if deposited in U.S. mail, or if sent by facsimile with electronic confirmation to a fax number provided by the respective Parties. If sent via mail, the notice shall be addressed to the Parties as set forth below,

or to such representatives and addresses as the Parties may designate by written notice to the other Party:

If to TriMet:

Legal Department 101 SW Main Street, Suite 700 Portland, OR 97204 Fax No. 503-962-3095

If to the City of Portland:

City Attorney City of Portland 1221 SW Fourth Avenue, Room 430 Portland, OR 97204 Fax No. 503-823-3089

- I. <u>Severability</u>. If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court to be invalid or unenforceable, the remainder of this Agreement and the application of those terms and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- J. <u>No Partnership</u>. Nothing in this Agreement, nor any acts of the Parties hereto, shall be deemed or construed by the Parties hereto, or any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the Parties to this Agreement.
- K. <u>No Third-Party Beneficiaries</u>. The Parties have identified third parties named in this Agreement. However, such parties, and any other party, are not intended to be third-party beneficiaries to this Agreement.
- L. <u>Dispute Resolution</u>. Any dispute between the Parties relating to interpretation or enforcement of this Agreement shall be resolved in accordance with the provisions of this Paragraph.
 - a. <u>Authorized Representatives</u>. If a controversy, dispute, or claim should arise, the Party Representatives, as set forth in Paragraph P of this Agreement, shall meet at least once to attempt to resolve the dispute. Either Party Representative may request the other to meet within 14 days, at a mutually agreed time and place.
 - b. <u>Senior Executives</u>. If the matter has not been resolved within 20 days of their first meeting, the Party Representatives shall refer the matter to senior department or bureau executives, who shall have authority to settle the dispute ("Senior Executives"). The Senior Executives shall

meet within 14 days of the end of the 20-day period referred to in this paragraph. If the Senior Executives agree that it will be useful, they may prepare and exchange memoranda stating the issues in dispute and their positions, summarizing the negotiations that have taken place and attaching relevant documents.

c. <u>Mediation/Litigation</u>. If the matter has not been resolved within 30 days of the meeting of the Senior Executives, the Parties will attempt in good faith to resolve the controversy or claim by mediation. If the Parties cannot agree on the timing or procedure of the mediation or the mediator within 30 days after the meeting of the Senior Executives, either Party shall have the right to seek any legal remedies available to the aggrieved Party.

This Agreement may be executed in several counterparts (electronic 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.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement effective as of the Effective Date set forth in the first paragraph of this Agreement.

CITY OF PORTLAND

TRI-COUNTY METROPOLITAN

Counsel for TriMet

OREGON	
By:	By:
Sean Batty	Name:
Executive Director, Engineering & Construction	
Date:	Date:
Approved as to Form	Approved as to Form
For TriMet	For City of Portland

City Attorney

Exhibit List

Exhibit A – Project Alignment Exhibit B – Abbreviations and Definitions

Exhibit C –DTP Asset Table

Exhibit D – Platform Maintenance Diagrams

EXHIBIT A

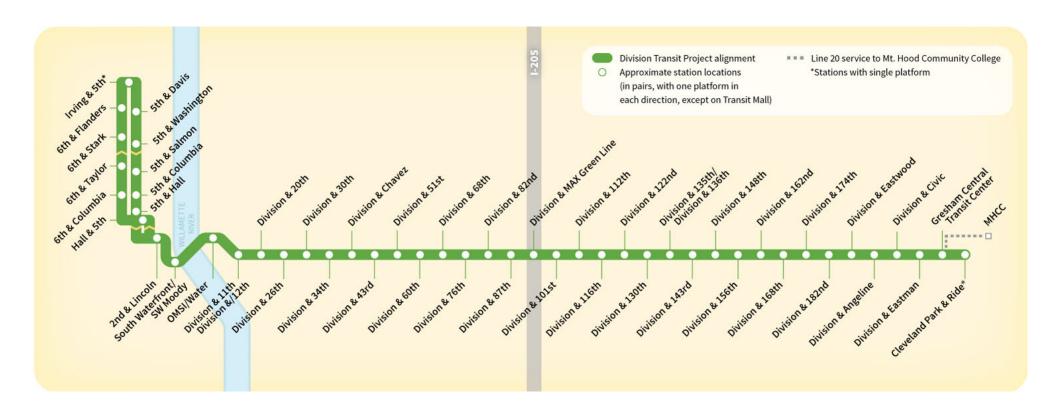


Exhibit B

DIVISION TRANSIT PROJECT ABBREVIATIONS AND DEFINITIONS

I. <u>Abbreviations</u> – The following abbreviations or phrases shall have the meanings assigned below:

BES City of Portland Bureau of Environmental Services

PWB City of Portland Water Bureau

APO Abutting Property Owner

ROW Right of Way

PBOT City of Portland, Bureau of Transportation

ODOT Oregon Department of Transportation

Parks City of Portland, Bureau of Parks and Recreation

II. <u>Definitions</u> – The following terms when capitalized in the Agreement will have the meanings assigned below:

Betterment – Construction work that was not part of the Project scope but was constructed at the same time as the Project by a Project construction contractor. Betterment work was performed by a Project contractor under contract with TriMet and paid for by an entity other than TriMet.

City Right of Way – The areas operated and maintained by the City in accordance with City code.

Extraordinary Maintenance Condition — means any maintenance condition whether emergency or non-emergency that results in unexpected, non-routine labor or material cost to the affected Party which cannot be remedied in the normal maintenance schedule and that creates an unreasonable risk if left to the ordinary maintenance schedule.

General Maintenance and Repair – The activities required to keep and maintain the described facility in good operating conditions, including any activity associated with the division of responsibilities set forth below in this Agreement related to upkeep and repair of damage due to any cause other than Extraordinary Maintenance Condition.

Highway – The portion of ODOT Right of Way, which is defined as the areas operated and maintained by ODOT in accordance with law, reserved for public vehicular travel.

Inspection – refers to visual examination and/or testing of materials and conditions to ensure the longevity, safe operation, and functional integrity of Project features.

Landscape and Landscaping – refers to all areas where plant materials were installed as part of the Project, including irrigation equipment, EXCEPT, any areas where plant materials or irrigation equipment were installed solely as permit-required wetland or other environmental mitigation, or solely as permit-required erosion control.

Bus Rapid Transit (BRT) – refers to high capacity (FX) bus-based public transportation system.

Maintenance – refers to any activity necessary to maintain Project features in good operating condition, including any activity associated with ordinary upkeep, litter or graffiti removal, and repair of physical damage due to any cause.

Project – The Division Transit Project is a high-capacity transit service along the Division Street corridor between downtown Portland and Gresham. The Project is approximately 15 miles long and includes 42 stations and 83 platforms. Of the 83 platforms, 69 are within the City of Portland and 14 are within the City of Gresham, as further illustrated on Exhibit A.

Roadway – The portion of City ROW reserved for public vehicular travel.

Sidewalk Area – The area adjacent to a Street identified for pedestrians and generally identified by a concrete pathway.

Station – An area typically defined as a coupling of two bus platforms that are positioned in the right of way to serve eastbound and westbound transit service.

Platform – The area within the public right of way or Sidewalk Area identified as a stop for transit patrons to board and deboard BRT buses.

Street – The area within the public right-of-way that is identified for vehicular traffic and controlled by traffic control signals and signs.

Transit Vehicles - Light Rail vehicles, buses, or other passenger conveyances used by TriMet in the provision of transit service.

Transit Way – means property used for operation of bus transit or property shared by Light Rail and buses, within the City ROW, ODOT ROW, or TriMet-owned ROW.

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EXHIBIT C

Traffic Signal Cabinet Location	Cabinet Serial Number	Controller Serial Number	Date Signal Placed in Service (where applicable)
11th	518684	21-02-36-ATC00286	
12th		21-02-36-ATC00280	
Orange St	519435	21-02-36-ATC00284	
17th	518687	21-02-36-ATC00281	
20th		21-02-36-ATC00288	
26th	518693	21-02-36-ATC00027	
28th	518686	21-02-33-ATC00282	
34th	503781	20-10-36-ATC-00736	
Cesar Chavez	503782	20-10-36-ATC-00746	
50th		20-08-36-ATC-00688	
52nd	503464	20-08-36-ATC00687	
57th	503784	20-08-36-ATC00686	
60th		20-08-36-ATC00689	
71st	507035	20-08-36-ATC0685	
76th	503779	20-05-36-ATC00260	
82nd		21-02-36-ATC00052	
87th		21-02-36-ATC0052	
92nd		21-02-36-ATC00025	
101st	518690	21-02-36-ATC00029	
115th	518689	21-02-36-ATC00026	
117th	518692	21-02-36-ATC00028	
119th	518691	21-02-36-ACT-00030	
122nd	507454	20-10-36-ATC00747	
130th			
135th	498212	20-10-36-ATC20744	
142nd	435058	20-06-36-ATC00569	
145th	435053	20-06-36-ATC00567	
148th	507455	20-06-36-ATC00568	
152nd		21-02-36-ATC00283	
162nd	507456	20-10-36-ATC00143	
168th	498216	20-10-36-ATC00748	
174th		20-10-36-ATC00742	
Eastwood	500836	21-02-36-ATC00043	
Angeline	504028	20-06-36-ATC-00570	

