MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF OREGON, THE CITY OF TROUTDALE AND THE PORT OF PORTLAND

I-84: TROUTDALE INTERCHANGE PROJECT

This Memorandum of Understanding (MOU) is made and entered into by and between the State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "ODOT", and the Port of Portland, acting by and through its Executive Director, hereinafter referred to as "Port"; and the City of Troutdale, hereinafter referred to as "City"; collectively referred to as "Partners". The I:84 Troutdale Interchange Project as funded through the Jobs and Transportation Act of 2009 and will hereinafter be referred to as "Project"

Purpose

The purpose of this Memorandum of Understanding is to memorialize the intentions of the Partners for their collaborative work on the Project. ODOT, the City and the Port have worked to obtain funding for the Troutdale interchange to improve safety in the vicinity of the I-84: Troutdale interchange and improve freight access to and from I-84 to the industrial lands to the North of the Troutdale interchange. This work will include improvements to the I-84: Troutdale interchange to preserve or improve capacity as well as maintain safety and improve access to and from the industrial area to the north

Project Elements and Project Development Strategy

The Project subject to this MOU consists of needed improvements that have been identified and developed through previous planning work adopted by the City of Troutdale, as well as traffic analysis of the interchange and the other connected roadways. Interchange improvement components associated with the project as referenced in this MOU include:

1. widening the eastbound off ramp at the interchange to accommodate additional turn lanes, additional storage and adding a third through lane to South Frontage Road;
2. adding intersection improvements at the northeast quadrant of the interchange to improve operations at the ramp terminal and provide storage ;
3. widening the Marine Drive under crossing to five lanes for two-way traffic and improve vertical clearance and improving the intersection in the NW quadrant of the interchange to improve operations and add storage

The current preliminary cost estimate (planning level) for these components is approximately $31.5 million (estimate as of March 2010 shown inflated to 2013 dollars).

Due to the current funding deficit, all components of the project can not be funded through construction. The Partners agree to begin developing the entire project. At the time we reach approximately 30% design, or DAP (Design Acceptance Package) we intend to reconvene the Partners to compare project cost estimates to the amount of secured funding. At that time we intend to begin developing Project components #1-2 for rapid delivery and construction, with the intended bid let for components #1-2 occurring in 2011. Concurrently, we intend to continue to design of Project component #3 (above) and evaluate the connecting roadway needs. The partners intend to review funding needs and next steps for project development as they determine at that time.

Project Management

The Partners intend to participate jointly in planning refinement, the environmental permitting process, as well as construction oversight for the Project improvements identified above, including an Interchange Area Management Plan (IAMP) for any significant improvements at the interchange.

The City, the Port and ODOT will all be given opportunity to participate in the development of the Project.

Funding

The Partners intend that construction of the Project will be funded through multiple sources. Funding priority will be the following:

1. EB exit ramp and 3rd lane on South Frontage Rd;
2. NE intersection improvements;
3. 2 way Marine Dr under-crossing and NW intersection improvements

In 2009 the Oregon Legislature allocated $24,000,000 in House Bill 2001, the Oregon Jobs and Transportation Act (JTA). Federal earmark funds jointly requested by ODOT and the Port as part of the next surface transportation reauthorization will also be used to fund the project. A combined request of $28,000,000 in federal earmark funds has been submitted for improvements at the interchange and nearby local roads. The actual amount to be received is not known at this time. Should funding be made available from the earmark request or through the transfer of funds to the project by the Port of Portland, the Partners intend to work together to apply funding types to each project element as appropriate. Project development funds available for the interchange include approximately $500,000 allocated in the 2008-2010 STIP (Key 15185).

Table 1: Funding Source Summary (as of March 2010)

Funding Source	**Funding Amount**	**Funding Type**	**Status**
JTA earmark	$24M	State	Secured
STIP	$500k	State and Federal Earmark	Secured
TOTAL	Approx. $24.5M		
Pending Federal Reauthorization Request	$28M	Federal	Unknown

If funding does not materialize as anticipated above, or if unforeseen events increase the cost of construction, the Partners intend to diligently work together in good faith in a cooperative effort to find funding to cover the deficit or to reduce the work scope to eliminate the deficit, or both.

Should additional funding become available beyond those funds necessary for completing project elements 1, 2, and 3 as identified above, or should the partners determine that

element 3 is not feasible or no longer a desired component of the Project, the Port of Portland in coordination with the City of Troutdale intend to pursue development of local roadways providing access to and from the industrial property north including:

1. Improving Graham Road
2. Extending Swigert Way to Graham Road
3. Widening and signalizing Sundial Road.

It is recognized by the Partners that the obligations described in this MOU are an expression of intent only and the MOU is non-binding. Therefore, by signing this MOU, the Partners acknowledge to the others that they are expressing their mutual intent to work together in the manner described. It is also understood by all Partners that subsequent Cooperative Improvement Agreements may be necessary to address funding from other sources other than ODOT's or impacts to other facilities prior to utilizing funds or impacting said facilities.

This MOU may be executed in counterparts (facsimile or otherwise) which when taken together shall constitute one document for the Partners, notwithstanding that all Partners are not signatories to the same counterpart. All copies of this MOU so executed shall constitute an original.

PORT OF PORTLAND

By: _____
Bill Wyatt
Executive Director

Date: 4-2-10

OREGON DEPARTMENT OF TRANSPORTATION

By: _____
Jason Tell
Region 1 Manager

Date: 4/2/10

CITY OF TROUTDALE

By: _____
Mayor Jim Kight

Date: 3-25-10