

**JURISDICTIONAL TRANSFER AGREEMENT**  
County Line to US 26 Section  
Cornelius Pass Highway, State Highway Number 127  
Milepoints 4.09 to 7.84  
**Washington County**

THIS 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 WASHINGTON COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency", herein each referred to individually as "Party" and collectively as "Parties."

**RECITALS**

1. NW Cornelius Pass Road starting from the Washington County line, mile point 4.09, and ending at Sunset Highway 047 (US26), mile point 7.84 as described in Exhibit A-1 and depicted in Exhibit A-2 (hereafter referred to as "Unit A") is a part of the Agency road system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statute (ORS) 190.110 and 366.290(1), State may select, locate, establish, designate, improve, and maintain out of the Highway Fund a system of state highways within the State, which highways shall be designated by name and by the point of beginning and terminus thereof, and for that purpose may, by mutual agreement with several counties, select county roads or public roads. By Resolution by the Oregon Transportation Commission, State may designate and adopt such roads as state highways. Thereafter, the control, construction, improvement, maintenance and repair of such roads shall be under the jurisdiction of the State.
3. ORS 366.483(3)(d) as amended by House Bill 4059 section 35 (2018) directs Multnomah County and Washington County to transfer jurisdiction of the portion of Cornelius Pass Road beginning where the road intersects with U.S. Highway 30 and ending where the road intersects with U.S. Highway 26 to the State. The counties may transfer portions of the road in phases.
4. A 98.5 foot portion of Unit A shown in Exhibit A-3 and consisting entirely of bridge #671343 over Rock Creek ("Rock Creek Bridge") has been selected for replacement under the Statewide Local Bridge Program. The project to replace the bridge is known as the "Cornelius Pass Road: Rock Creek Bridge project." The State and Agency have entered into a separate Agreement (Agreement No 34070, key number 21880) in which the State has agreed to deliver preliminary engineering work necessary to deliver the Cornelius Pass Road: Rock Creek Bridge project ("Bridge Project"). Once funding becomes available, Agreement No 34070 will be amended so that State will replace

the Rock Creek Bridge on behalf of Agency. Design and replacement of the bridge will be completed as funds become available.

5. The National Highway System (NHS) was adopted by Congress as part of the National Highway System Designation Act of 1995. The Federal Highway Administration (FHWA) administers this program and must approve all changes to the system and is subject to Title 23, Title 49 of the Federal Regulations and all applicable FHWA policies. 23 USC 131 and the Oregon Motorist Information Act, ORS 377.700 to 377.840 and 377.992. Unit A is a part of the NHS, or part of the federal aid primary system in existence on June 1, 1991 or added to the NHS through subsequent federal legislation.
6. Highways that have previously been designated as part of the Federal National Network "NN" or National Highway System "NHS " continue to be subject to the requirements of 23 USC 131 and the Oregon Motorist Information Act, ORS 377.700 to 377.840 and 377.992 after jurisdiction is transferred and State retains authority to enforce those laws. In accordance to those laws, State is required to continue regulating outdoor advertising signs, which includes conducting surveillance along these highways. Oversight is the responsibility of the Outdoor Advertising Sign Program in the State Right of Way Program Management Unit. In addition, highways that have previously been designated as part of the NHS system must retain reasonable access to ramp terminals consistent with CFR 23 Part 658.19.
7. Pursuant to ORS 366.220, State may select, locate, establish, designate, construct, maintain, operate and improve or cause to be constructed, maintained, operated and improved a system of state highways within the state, which highways shall be designated by name and by the point of beginning and terminus thereof. The system of state highways shall include such other highways as may from time to time be selected and adopted by resolution of the commission pursuant to law and all highways adopted and classified as secondary state highways which are subject to and qualified for construction, improvement, betterment and maintenance as are other state highways. State may by a resolution of the commission may classify and reclassify the highways comprising the state highway system as primary and secondary highways. Secondary highways may consist of newly established highways, reclassified primary highways and county roads selected pursuant to ORS 366.290.
8. 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 authority of the Oregon Transportation Commission. US Route designations are administered by the Special Committee on US Route Numbering of the American Association of State Highway and Transportation Officials (AASHTO).

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

**TERMS OF AGREEMENT:**

**1. Transfer of Jurisdiction and Control**

State and Agency agree that on March 1, 2021, and upon approval of a resolution by the Oregon Transportation Commission (OTC), ("Transfer Effective Date") that:

- a. Jurisdiction and control of Unit A as described in Exhibit A-1 and shown in Exhibits A-2 and A-3, attached hereto and by this reference made a part hereof ("Unit A"), shall pass to and vest in State; and State shall control, operate and maintain Unit A as a part of its state highway system subject to the terms of this agreement.
- b. At the time the Bridge Project is deemed complete, in accordance with Agency Obligations paragraph 2, jurisdiction for the Rock Creek Bridge shall pass to and vest in the State and the same shall be added to the state highway system.

**2. Transfer of Property Interests**

State and Agency agree that all property rights, title, interests and access rights in Unit A, including all public infrastructure assets and appurtenances within the transferred right of way subject to the exception listed in Terms of Agreement 4b-4e and excluding those rights reserved below shall be conveyed from Agency to State by recording the Conveyance Documents as set forth in Agency Obligations paragraphs 1 and 2. The State interest in Unit A is subject to the rights of any utilities located within Unit A, including but not limited to the right of the utilities to operate, reconstruct, and maintain their utility facilities.

**3. Highway designation**

At the time of transfer, this section of roadway will be designated State Route OR 127. The new route number (127) will be the same as the new highway number.

**4. Management of Roadway after Transfer**

- a. State and Agency shall continue to work together according to the existing Miscellaneous Contracts & Agreements No. 25914 on Cooperative Signal Timing Operations on State Highways. Any modifications to the Parties' responsibilities for traffic control devices and ITS equipment shall be handled in that agreement or another agreement.
- b. Rock Creek Bridge is excluded from the jurisdictional transfer and will remain in the jurisdiction and control of Agency, except for those maintenance obligations set forth in State Obligations paragraph 3, until the Bridge Project is deemed complete in accordance with Agency Obligations paragraph 2. At that time, State will accept jurisdiction and ownership of Rock Creek Bridge.

- c. The existing Agency communications conduit and associated infrastructure that crosses under the US 26 interchange is excluded from the jurisdictional transfer and will remain under Agency control. (See Exhibit A-4).
- d. The planned Agency communications conduits and associated infrastructure from the US 26 interchange to NE Jacobson Street are excluded from the jurisdictional transfer and will remain under Agency control (See Exhibit A-4).
- e. The planned Fiber Optic infrastructure from NE Jacobson Street to West Union Road will be located within the Traffic Signal System interconnect conduit. The interconnect conduit will be transferred to the State as part of the Traffic Signal System. The Fiber Optic cable will remain under Agency control. (See Exhibit A-4).
- f. Unit A will remain on the NHS and is subject to Title 23, Title 49 of the Federal Regulations and all applicable FHWA policies, 23 USC 131, and the Oregon Motorist Information Act, ORS 377.700 to 377.840 and 377.992.
- g. State will maintain authority to enforce federal NHS regulations and the regulation of outdoor advertising signs.
- h. State shall design any improvements to Unit A to NHS Standards in accordance with 23 CFR 625.

**5. Effective Date**

This Agreement becomes effective on the date all required signatures are obtained. Except as otherwise provided herein, the Agreement terminates upon the recording of the Bridge Conveyance Document or four years from the date this Agreement becomes effective, whichever occurs earlier, unless otherwise extended or renewed by a formal amendment executed between the Parties.

**STATE OBLIGATIONS**

- 1. State shall prepare and present a Jurisdictional Transfer Resolution and amendment to the Oregon Highway Plan to add Unit A to the state highway system (State Highway number 127) ("OTC Resolution"). Jurisdiction, maintenance, and control of Unit A, except for the Rock Creek Bridge, shall pass to and vest with the State starting on the Transfer Effective Date. Jurisdiction, maintenance and control of the Rock Creek Bridge shall pass to and vest with the State upon completion of the Bridge Project and passage of the Transfer Effective Date.
- 2. Starting on the Transfer Effective Date, State will maintain the roadway across all of Unit A, including over the Rock Creek Bridge, but will not maintain the structure of the bridge until the Bridge Project is complete and the Bridge Conveyance Document is recorded. Bridge roadway maintenance shall include only signage, striping and

sweeping, sanding and snow removal, application of deicing materials, asphalt patching and crack sealing, trash and graffiti removal, dead animal and hazardous material removal, and accident and storm damage repairs. State shall maintain all roadside barriers along Unit A including the leading and trailing guardrail, guardrail posts, and the guardrail end pieces near the Rock Creek Bridge. The delineation between guardrail and bridge rail occurs at the joint where the rail transitions from a w-beam to a thrie beam as shown in Exhibit A-3.

3. State shall own and maintain traffic detector loops for signals in Unit A and in the approach roads.
4. State agrees to accept all Agency property rights and interests as described in Exhibits A-1 and shown in Exhibits A-2 and A-3 upon the recording of the Conveyance Documents.
5. State's contact for this Agreement is Ted Miller, 123 NW Flanders Street Portland, OR 97209, 503-731-8559, [Theodore.c.miller@odot.state.or.us](mailto:Theodore.c.miller@odot.state.or.us), or assigned designee upon individual's absence. State shall notify Agency in writing of any contact information changes during the term of this Agreement.

### **AGENCY OBLIGATIONS**

1. On the Transfer Effective Date, Agency shall transfer to State all rights, title, and interest of Unit A, as described on Exhibit A-1 and shown on Exhibit A-2 with the exception of the Rock Creek Bridge as described and shown in Exhibit A-3 by recording a Conveyance Document with the State quitclaiming all such interest ("Unit A Conveyance Document"). Title to Unit A, except for the Rock Creek Bridge, shall pass and vest in State upon recording of the Unit A Transfer Document.
2. Upon issuance of a third note by Agency, confirming that Bridge Project is complete, Agency shall transfer to State all rights, title and interest in the Rock Creek Bridge as described and shown in Exhibit A-3, by recording a Transfer Document with the State quitclaiming all such interest ("Bridge Conveyance Document"). Title to the Rock Creek Bridge shall pass and vest in State upon recording of the Bridge Transfer Document.
3. Agency shall perform structural maintenance of the bridge until the Bridge Project is complete and the Agency has recorded the Bridge Conveyance Document for this section of Unit A. Bridge structure maintenance shall include rehabilitation or replacement of all approach, deck, and structural elements and/or components including the bridge rail. Bridge rail is distinguished from guard rail at the joint where the rail transitions from a w-beam to a thrie beam as shown on Exhibit A-3.
4. Agency represents that for the period of time during which Agency has owned and controlled Unit A Agency has not become aware of any adverse title issues,

encroachments, illegal approaches or driveways, or HAZMAT issues. To the best of Agency's knowledge and belief, no adverse issues describe exist along Unit A. By transfer of ownership of real property under this agreement, neither party is intending to convey any liability it may have for hazardous materials, known or unknown, that may be on the property at the time of the transfer.

5. Agency agrees to furnish State with any maps, records, permits, and other related data available that may be required to administer the operation of Unit A as a part of the state highway system. Agency may fulfill this obligation by providing State with a reference to an online resource maintained by Agency where these materials are available.
6. Agency shall furnish State relevant copies, if available, of its approved curb ramp design exceptions and written orders to close crosswalks closures, and any maps, records, permits, and any other related data that may be required to administer Unit A. Agency may fulfill this obligation by providing State with a reference to an online resource maintained by Agency where these materials are available.
7. Agency shall maintain the pavement surrounding vehicle detector loops installed in county roads approaching Unit A in such a manner as to provide adequate protection for said detector loops.
8. If the OTC approves the OTC Resolution, the rights and obligations of Agency set out in this section of this Agreement shall survive Agreement expiration or termination.
9. Agency's contact for this Agreement is Todd Watkins, Operations Manager, 1400 SW Walnut Street, Hillsboro, OR 97123, 503-846-7650, todd\_watkins@co.washington.or.us, 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.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties. 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 federal or state laws, regulations or guidelines are modified or interpreted in such a way that the duties and performances required under this Agreement are prohibited or if State is prohibited from paying for such work from the planned funding source.
  - d. If OTC fails to adopt a resolution to transfer Unit A from the Agency to State.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
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 ("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.
4. 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 County 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.
5. 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 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 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 Agency had sole liability in the proceeding.

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.
7. All employers, including State and 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. State and County shall ensure that each of its subcontractors complies with these requirements.
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 as amended by the ADA Amendments Act of 2008 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.
10. Agency certifies and represents that the individual(s) signing this Agreement is 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.
11. If Agency fails to maintain facilities in accordance with the terms of this Agreement, State, at its option, may maintain the facility and seek reimbursement from Agency, seek an injunction to enforce the duties and obligations of this Agreement, or take any other action allowed by law. This section of this Agreement shall survive Agreement expiration or termination.
12. 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.
13. This Agreement and attached Exhibits A-1, A-2, A-3, and A-4 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.

**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.

ODOT/Agency  
JT Agreement No. 844

**WASHINGTON COUNTY**, by and through its  
elected officials

DS  
RO  
By DocuSigned by:  
Ruth Osuna Ruth Osuna  
Kathryn Harrington, Chair  
Deputy County Administrator  
Date 12/22/2020 | 12:32 PST

**LEGAL REVIEW APPROVAL**

N/A  
By \_\_\_\_\_  
County Counsel  
Date \_\_\_\_\_

**County Contact:**  
Todd Watkins  
1400 SW Walnut Street  
Hillsboro, OR 97123  
503-846-7650  
Todd\_watkins@co.washington.or.us

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

By \_\_\_\_\_  
Delivery & Operations Division  
Administrator  
Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

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

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

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

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Stacy Posegate  
Assistant Attorney General

Date via email dated November 23, 2020

**State Contact**  
Ted Miller  
123 NW Flanders Street  
Portland, OR 97209  
503-731-8559  
Theodore.c.miller@odot.state.or.us

**WASHINGTON COUNTY**, by and through its  
elected officials

By \_\_\_\_\_  
Kathryn Harrington, Chair

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL**

By \_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

**County Contact:**  
Todd Watkins  
1400 SW Walnut Street  
Hillsboro, OR 97123  
503-846-7650  
Todd\_watkins@co.washington.or.us

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

By Karen Rowe  
Delivery & Operations Division  
Administrator

Date 12/28/2020

**APPROVAL RECOMMENDED**

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

Date 12/14/2020

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

Date 12-12-2020

By Kat Halpenny  
Region 1 Right of Way Manager

Date 12/11/2020

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Stacy Posegate  
Assistant Attorney General

Date via email dated November 23, 2020

**State Contact**  
Ted Miller  
123 NW Flanders Street  
Portland, OR 97209  
503-731-8559  
Theodore.c.miller@odot.state.or.us

**EXHIBIT A-1**

**TRANSFER TO ODOT - UNIT A**

**A PORTION OF NW CORNELIUS PASS ROAD**

All of County Road 2459 and that portion of County Road 1172 lying between the centerline of State Highway 047 (Sunset Highway) and the beginning point of County Road 2459, said point being the Washington and Multnomah County Line. Said road being situated in the Northwest one-quarter of Section 7, T1N, R1W, and in the Northeast, Southeast, and Southwest one-quarters of Section 12, the Northwest one-quarter of Section 13, the Northeast and Southeast one-quarters of Section 14, and the Northeast and Northwest one-quarters of Section 23, T1N, R2W, W.M.

EXHIBIT A-2 – MAP OF UNIT A

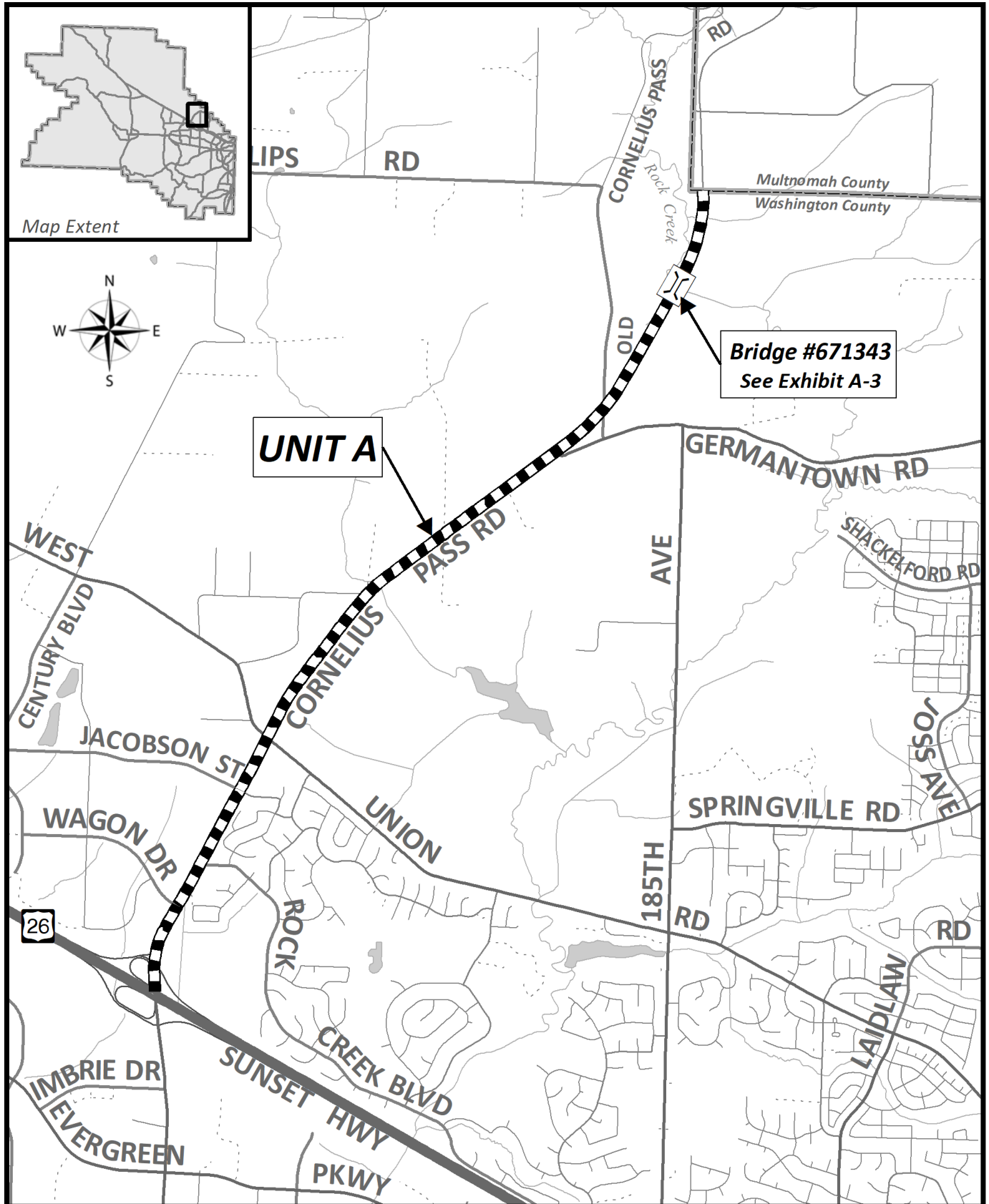
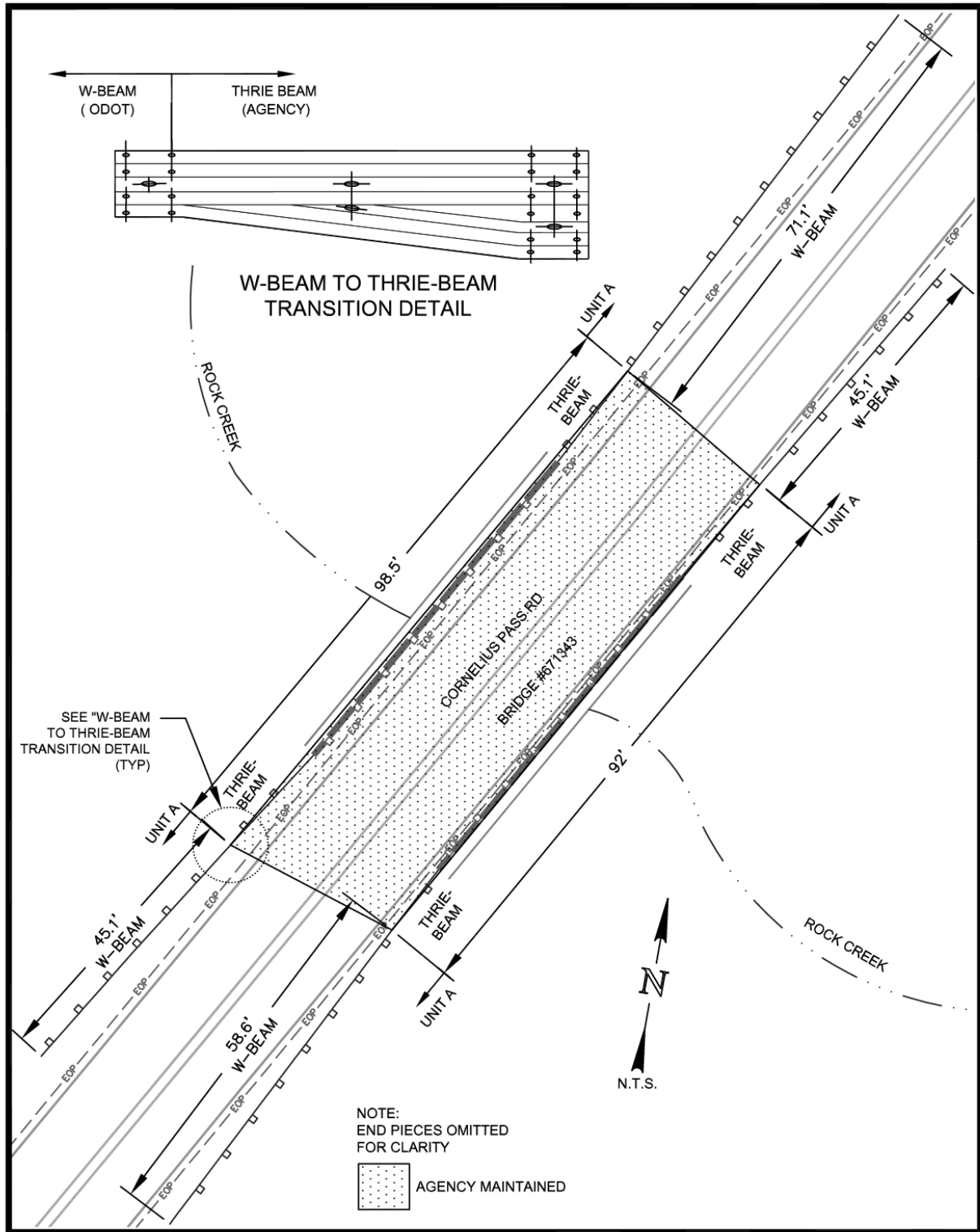


EXHIBIT A-3 – DETAIL OF BRIDGE #671343



**EXHIBIT A-4 – DETAIL OF FIBER OPTIC CABLE**

