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**Clackamas County**  
[www.clackamas.us](http://www.clackamas.us)



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 23, 2026

BCC Agenda Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of an Intergovernmental Agreement with TriMet for the 82nd Avenue Transit Project Design and Construction Services. No fiscal impact. No County General Funds are involved.**

**Previous Board Action/Review:** Letter of Support Approved for the Project's Locally Preferred Alternative (LPA) on 6/10/2025

**Performance Clackamas:** Strong Infrastructure, Vibrant Economy

**Counsel Review:** Yes

**Procurement Review:** N/A

**Contact Person:** Jeff Owen

**Contact Phone:** 503-349-9369

**EXECUTIVE SUMMARY:** This agreement relates to the design and construction services that will occur within the county right-of-way for the 82<sup>nd</sup> Ave Transit Project implementation. The 82<sup>nd</sup> Ave Transit project is being designed to improve transit service in the 82<sup>nd</sup> Avenue corridor. Within Clackamas County, most of the transit project's construction and implementation will occur within Oregon Department of Transportation (ODOT) right-of-way, with only small portions of county ROW being impacted. This agreement reflects existing processes in place to complete design and prepare for construction. This agreement is being developed alongside other complementary jurisdictional partner agreements and documents each party's understandings and agreements relating to the remaining design and construction phases of the Project. There is no cost to the county above commonly occurring staff coordination and review for similar planning and construction projects.

**RECOMMENDATION:** Staff respectfully recommends BCC approval of this IGA agreement with TriMet for the 82<sup>nd</sup> Ave Transit Project Design and Construction Services.

Respectfully submitted,

*Dan Johnson*

Dan Johnson, Director  
Department of Transportation &  
Development

For Filing Use Only

**INTERGOVERNMENTAL AGREEMENT BETWEEN TRIMET AND CLACKAMAS  
COUNTY FOR 82ND AVENUE TRANSIT PROJECT DESIGN AND CONSTRUCTION  
SERVICES**

Contract Number RC240161ZC – 82nd Avenue Transit Project

THIS 82ND AVENUE TRANSIT PROJECT DESIGN AND CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is between the TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (“TriMet”) and CLACKAMAS COUNTY (“County”), collectively hereinafter referred to as “the Parties” and each a “Party.”

**RECITALS**

1. TriMet is created and operated under ORS Chapter 267 and owns and operates the public mass transit system serving portions of the tri-county area of Multnomah, Washington, and Clackamas counties. The County is a political subdivision of the State of Oregon.
2. Pursuant to ORS Chapter 190, the Parties have the authority to enter into this Agreement.
3. Project partners began planning efforts for the 82nd Avenue Transit Project (“Project”) in 2022 and at that time convened a project steering committee. The committee of key stakeholders and community members, including the County, approved the Locally Preferred Alternative (“LPA”) in January 2025. The LPA then went through the LPA-endorsement process, culminating with Metro Council approval in June 2025. Parallel to the LPA process, on July 23, 2024, the Federal Transit Administration (“FTA”) approved the Project for entry into Small Starts Project Development. At that point, TriMet became the lead for project delivery (design/construction) and public outreach.
4. The Project is currently planned as a 10-mile-long corridor project to improve transit service in the 82nd Avenue corridor, consisting of approximately 68 enhanced stations between Clackamas Town Center in Clackamas County and the Cully Neighborhood in Portland (Multnomah County), as shown in the attached Exhibit A. Final design is expected to be complete in Spring 2027.
5. Within Clackamas County, most of the transit project’s construction and implementation will occur within Oregon Department of Transportation (“ODOT”) right-of-way. In some cases, elements of the Project may require TriMet to use County right-of-way.
6. The Project is, or will be, subject to budgetary limitations imposed by the FTA and finance agreements, and all terms and conditions of the FTA Construction Grant Agreement (“CGA”) will apply to this Agreement.
7. The Parties desire to enter into this Agreement to document each Party’s understandings and agreements relating to the remaining design and construction phases of the Project. The Parties understand that this Agreement may change as issues are identified during construction and closeout of the Project. However, any amendments or modifications to this Agreement will need to comply with the terms of this Agreement.

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

## AGREEMENT

### ARTICLE I – TERM

This Agreement will be effective from May 1, 2026, through April 30, 2031, unless terminated or extended under the provisions of this Agreement.

### ARTICLE II – TRIMET OBLIGATIONS

- A. **Responsibility for the Project.** Except as otherwise provided herein, TriMet shall design, construct, and pay all capital costs for the Project, in accordance with the Project’s funding arrangements and in coordination with the County as outlined herein. In the execution of the design and construction, the Parties shall provide for the public’s health, safety, and welfare by providing the proper construction, reconstruction, and modifications to those existing public facilities in County right-of-way that are affected by the Project.
- B. **Construction Standards for the Project.** TriMet shall use the Clackamas County Roadway Standards for design and construction standards within County right-of-way, which govern detail drawings, construction, design, and erosion and sediment control standards, except as amended and approved by the Road Official or his/her designee, for all portions of the Project located in County right-of-way.
- C. **Plan Development and Anticipated Project Approvals.** TriMet will develop the design and necessary submittals in coordination with County staff. TriMet’s Project Manager, or its designee, shall work with County staff to develop an agreed-upon list of permits and approvals necessary for Project construction.
- D. **Real Property Acquisition/Relocation Assistance.** TriMet shall be responsible for providing any acquisition or relocation assistance required for the Project pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act, and other applicable federal, state, and local laws. For property that will become County right-of-way, TriMet shall use standard County forms, terms, and conditions.
- E. **Easements.** TriMet shall obtain construction and permanent easements from private parties as needed for the Project. Any permanent easements acquired for County facilities shall use standard County forms, terms, and conditions, and shall be reviewed and approved by the appropriate County department.

### ARTICLE III – COUNTY OBLIGATIONS

- A. **Maintaining Project Schedule.** The County agrees to use its best efforts to assist TriMet in maintaining the Project schedule. The Parties agree to make timely responses as appropriate and required to keep the work progressing.
- B. **Project Design Standard.** The completed 60%, 90%, and 100% drawings, together with TriMet responses to County comments and other work products developed after the date of this Agreement,

are anticipated to be the design from which the Project is constructed.

- C. **Coordination of County Issues.** County staff will coordinate comments from all County departments and assist in resolution of all Project issues raised by any County departments. When the drawings are at 90%, TriMet shall submit plans for work within County right-of-way through the online permitting system, Development Direct. County staff and TriMet will use the online permitting system to receive comments and issue permits.
- D. **Review Requirements for New Development.** Once the Project receives National Environmental Policy Act (“NEPA”) concurrence from the FTA, and to the extent permitted by law, the County will use its regulatory powers to preserve the design and function of the Project through review of proposed development adjacent thereto.

#### ARTICLE IV – JOINT OBLIGATIONS

- A. **Relocations in Right-of-Way.** Where the Parties agree that the Project requires relocation of utility facilities within County right-of-way, the County shall use its legal authority to require their relocation at no cost to the County or the Project. However, where the Parties do not agree, or where the County lacks the legal authority to require such relocation, TriMet shall be responsible for relocating the utility facilities as necessary to align with the Project plans, including any costs associated therewith. The County will review and approve any proposed utility relocations in County right-of-way via utility permit. The Project plans and specifications shall include all relocations necessary to conform utility facilities to the Project. The County shall endeavor to conduct this relocation work in accordance with the construction phasing/scheduling plan for the Project.
- B. **Permits and Approvals.** The County is specifically not obligating itself or any other agency with respect to any discretionary or regulatory action, including but not limited to zoning, variance, dedications, vacations, plan reviews, issuance of permits, code compliance, or any other governmental approvals or regulatory actions which may be required or authorized.
  - 1. **Obtaining Permits.** When work is required in County right-of-way or on private property within Clackamas County, TriMet will be responsible for managing the process of obtaining all necessary County permits for the Project, whether through its consultants or construction contractors. Utility companies will be required to independently submit and obtain the appropriate utility permits. All permits must comply with applicable County standards and requirements. Certain permits may be issued as a result of land use, design review, building permit processes, or other actions involving private property, such as encroachment or access permits. For work within ODOT right-of-way, TriMet will coordinate directly with ODOT to fulfill all permitting requirements.
  - 2. **Issuance of Construction Permit.** TriMet is required to submit plan sets for construction permits. It will be reviewed by the existing County processes.
  - 3. **Payment for Permits.** During the design and construction of the Project, the County will provide services related to permits and land use approvals. Costs for these services, including staff time and application fees, will be paid by TriMet through direct compensation to the County. TriMet will continue to coordinate with County staff to develop a permit matrix and approach that is both cost-effective and efficient to implement for the Project.

- C. **Inspection.** The County will assign different inspectors for each of the construction permits needed. TriMet may have staff on-site during scheduled inspections. County inspectors also have the right to visit the Project for unscheduled inspections throughout the Project construction.
  
- D. **Continuing Control.** To satisfy the continuing control requirements of the FTA as set forth in 49 U.S.C. § 5307(c)(1)(b), the Parties agree that, upon completion of construction and acceptance by either the County or ODOT, ownership and maintenance of, or jurisdiction over, right-of-way and roadway improvements acquired for the Project, including travel lanes, sidewalks, traffic and pedestrian signals, and stormwater improvements, will be transferred to the appropriate roadway authority. TriMet will own and maintain station infrastructure including platforms, shelters, benches, fare-collection equipment, markings, and signage, including advance signage related to the station. TriMet will also be responsible for debris removal at the station area. Subject to the terms of this agreement, the County agrees to take no action that would interfere with TriMet’s continuing control of the Project structures, equipment, or facilities, provided that TriMet will be subject to the County’s roadway authority and permit process with respect to construction and maintenance. Should the County desire future changes to Project elements under TriMet’s continuing control, the Parties will coordinate implementation of such changes. Such changes may not interfere with the originally authorized transit purpose, interfere with the federal interest, or require the transfer or disposition of Project elements under TriMet’s continuing control. The Parties acknowledge that any changes to Project elements under TriMet’s continuing control may be subject to FTA approval.
  
- E. **Maintenance Agreement.** If applicable, the County, TriMet, and other relevant parties shall in good faith negotiate a maintenance agreement developed by TriMet, which will define each Party’s maintenance responsibilities for the Project. In general, the maintenance agreement will specify that each Party is responsible for maintaining the components of the Project that it owns or over which it has jurisdiction. The Parties agree to discuss the necessity of a maintenance agreement and, if deemed necessary, shall execute it by the conclusion of Project construction. During all phases of construction, TriMet and/or its contractors shall be responsible for ongoing maintenance and adherence to safety standards at all work sites related to the Project.

ARTICLE V – GENERAL PROVISIONS

- A. **Liability.** Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, each Party agrees to indemnify, hold harmless, and defend the other Party and its officers, employees, and agents from and against all claims, suits, actions, damages, losses, and all expenses and costs incidental to the investigation and defense thereof, including reasonable attorney’s fees, resulting from or arising out of the acts of the other Party and its officers, employees, and agents under this Agreement. Each Party’s indemnification obligations under this Section shall survive termination of this Agreement.
  
- B. **Interest of Members of Congress.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
  
- C. **Interest of Public Officials.** No member, officer, or employee of either Party during his or her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
  
- D. **Equal Employment Opportunity.** In connection with the execution of this Agreement, neither Party shall discriminate against any employee or applicant for employment because of race, religion, color,

sex, age, or natural origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; raise or pay or other forms of compensation; and selection for training, including apprenticeship.

**E. Termination.**

1. The Parties, by mutual written agreement, may terminate this Agreement at any time. In the event of such termination, TriMet shall pay any County costs that are owed under this Agreement, including any costs necessarily incurred by the County in terminating its work or the work of others under contract to the County. The County shall promptly submit its termination claim to be paid by TriMet.
2. Either Party may terminate this Agreement in the event of a breach of the Agreement by the other Party. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within thirty (30) days of the notice, then the Party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

**F. Audit and Inspection of Records.** The County shall permit the authorized representatives of TriMet, the United States Department of Transportation, and the Comptroller General of the United States to inspect and audit data and records of the County relating to its performance under this Agreement. TriMet shall be responsible for all auditing costs incurred by TriMet to conduct its audits under this Agreement.

**G. Documents.** All records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with this Project shall become public property. Nothing herein shall prevent the County from retaining original design drawings and providing reproducible copies to TriMet.

**H. Successors; No Assignment.** The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties. The rights and obligations of each Party under this Agreement may not be assigned in whole or in part without the prior written consent of the other Party.

**I. Choice of Law; Place of Enforcement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**J. Waivers.** No waiver by either Party of any provision of this Agreement shall be of any force or effect unless in writing. Except as otherwise provided herein, no waiver made by a Party with respect to the performance, or manner or time thereof, or obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver or a waiver by the other Party not joining in such waiver, and no such waiver shall be construed to be a continuing waiver.

**K. No Third Party Beneficiaries.** The Parties intend that the rights, obligations, and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third party beneficiaries to this Agreement, either express or implied.

**L. Severability/Survivability.** If any clause, sentence, or portion of the terms and conditions of this

Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. All provisions concerning indemnity survive the termination of this Agreement for any cause.

- M. **Interpretation of Agreement.** This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision.
- N. **Integration; Modification; Administrative Changes.** This Agreement includes the entire agreement between the Parties on the subject matter contained in this Agreement and supersedes any and all prior or contemporaneous written or oral understandings, representations, or communications of every kind. No course of dealing between the Parties and no usage of trade will be relevant to supplement any term used in this Agreement. This Agreement may only be modified in writing by a modification that has been signed by individuals authorized to bind each of the Parties contractually. The Parties shall not make changes to this Agreement through the issuance of permits, approvals, or other administrative requirements or processes.
- O. **Compliance with Law.** The parties recognize that funds provided by the FTA will be used to pay for a portion of the Project. Each Party agrees to comply with all local, state, and federal laws and regulations and fully understands and agrees to comply with all applicable requirements governing the work of the FTA and contractors.
- P. **Federal Funding Limitation.** This Agreement is subject to all provisions prescribed for third-party contracts by the CGA.
- Q. **No Partnership.** Each Party is an independent contractor with regard to the other Party. Neither Party is an agent or employee of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth beneath their names below.

CLACKAMAS COUNTY

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF OREGON

\_\_\_\_\_  
Craig Roberts, Chair  
Board of County Commissioners

\_\_\_\_\_  
Jesse Stemmler, Interim Project Director  
82nd Avenue Transit Project

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

  
\_\_\_\_\_  
Assistant County Counsel

\_\_\_\_\_  
TriMet Deputy General Counsel

4/9/2026  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date