

INTERAGENCY MEMORANDUM OF UNDERSTANDING STATION CAMP PROJECT

NATIONAL PARKS SERVICE
and
WASHINGTON STATE HISTORICAL SOCIETY
and
WASHINGTON STATE PARKS AND RECREATION
and
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
and
WASHINGTON STATE DEPARTMENT OF GENERAL ADMINISTRATION

THIS IS A MEMORANDUM OF UNDERSTANDING (MOU) among the Washington State Department of Transportation (WSDOT), National Parks Service (NPS), Washington State Parks and Recreation (WSPRC), and Washington State Historical Society (WSHS) and Washington State Department of General Administration (GA). This MOU outlines the parties' intent with respect to the acquisition and disposition of property for the Station Camp Project (PROJECT).

WHEREAS, Station Camp was the western terminus of the Lewis and Clark Expedition and was considered to be the location of the end of their voyage by the expedition members; and

WHEREAS, Station Camp is located adjacent to SR101 in Pacific County, and the parties desire to realign the state highway and construct a commemorative park on land that is presently privately owned; and

WHEREAS, WSHS wishes to facilitate the construction of the PROJECT by providing funding; and

WHEREAS, WSHS is willing to be responsible for the construction and administration of the park portion of the PROJECT until such time as the park is transferred to WSPRC; and

WHEREAS, WSPRC is willing to facilitate the PROJECT by transferring certain park property to the WSDOT for the realignment of SR 101 and by accepting ownership of the completed park until it can transfer the park to the NPS; and

WHEREAS GA is willing to facilitate the acquisition of the private property needed for the PROJECT on behalf of WSHS; and

WHEREAS, WSDOT is willing to relocate US 101 for the construction of the park because such realignment will benefit the safety of the traveling public and integrity of the highway; and

WHEREAS, NPS is willing to acquire ownership of the completed park should it obtain authority to accept ownership and operate the new park; and

WHEREAS, the activities contemplated by this MOU shall be conducted in a manner that supports the spirit of cooperation among the agencies throughout the term of the PROJECT; and

WHEREAS, the parties now desire to identify certain activities that will be performed by the cooperating agencies,

NOW THEREFORE, in the furtherance of the foregoing and mutual public benefits to be derived therefrom, it is agreed as follows:

1. GA, on behalf of WSHS and in compliance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended in 1987 (49 CFR Part 24), agrees to act as lead negotiator in all property acquisitions with property owners, including the acquisition of all reversionary rights to the existing US 101 alignment in the vicinity of the PROJECT, and agrees to manage any relocation benefits due the owner(s) and/or tenant(s).
2. WSDOT, assuming that GA has reached an agreement on terms for the purchase of the property and reversionary rights, agrees to prepare the necessary purchase documents and deeds for the transfer of the property and property rights. WSDOT also agrees to relocate US 101 from its present alignment onto a portion of the property acquired; provided that said property is acquired in fee by Quit Claim/Statutory Warranty deed and transferred to WSDOT prior to bid advertisement; and provided further that sufficient funding is available for the highway relocation project. WSDOT also agrees to quitclaim US 101's current right of way to WSHS after WSDOT constructs the realignment of US 101 and it is open to the traveling public and only after WSDOT has complied with its rules and regulations for the disposal of right of way not needed for highway purposes. WSDOT also agrees to convey property outside of existing alignment as shown in Exhibit F.
3. WSHS agrees to purchase and take title to the property and reversionary rights as negotiated for by GA. WSHS also agrees to transfer a portion of the property acquired and needed for the relocation of a portion of US 101 to the WSDOT by Quit Claim/Statutory Warranty deed prior to WSDOT advertisement for bid for the highway realignment project. WSHS agrees to construct the park portion of the PROJECT.
4. WSPRC agrees to transfer fee ownership of all of the existing park property as shown in Exhibit E, to WSDOT by Governor's QUIT CLAIM DEED as required right of way for the relocation of US 101 (Exhibit D). WSPRC further agrees to accept the transfer of ownership of Completed new park property (Exhibit B) from WSHS and/or GA subject to final inspection and written approval from WSPRC, and to transfer ownership of the Completed park to the NPS should NPS obtain authority to acquire the park. However, if NPS has received authority to accept the transfer of the Completed park prior to completion of the park, WSHS, once park is completed, shall transfer directly to NPS and not to WSPRC.

5. Attached hereto and made a part hereof are the exhibits following:

Exhibit A: Shaded area represents the property to be acquired for the PROJECT.

Exhibit B: Shaded area represents the portion of the PROJECT development between the current US 101 alignment and the proposed highway right of way.

Exhibit C: Shaded area represents the current location of US 101 and the area for which reversionary property rights are to be acquired.

Exhibit D: Shaded area represents the new alignment for US 101 and balance of un-shaded area represents the parameters of the finished PROJECT.

Exhibit E: Shaded area represents the existing state park to be conveyed to WSDOT for the construction of the new US 101 alignment.

Exhibit F: Area to be conveyed by WSDOT to WSPRC after construction of new highway alignment.

6. The parties agree to conduct all activities and perform all obligations in good faith and to work with one another to accomplish the goal of completing the Station Camp PROJECT.

7. This MOU will be terminated should any party be prevented from fulfilling its obligations as outlined herein.

8. Termination of this MOU shall not prejudice any rights or obligations accrued to the parties prior to termination. In the event of termination, all parties agree to review the costs and reimburse accordingly those funds not expended. The parties also agree to provide for the disbursement of non-monetary assets as appropriate.

9. No liability shall attach to any party to this MOU by reason of entering into this MOU, except as expressly provided herein.

10. The parties agree that contractual agreements between agencies will be necessary to implement the provisions of this MOU.

SIGNED AND ACCEPTED:

NATIONAL PARKS SERVICE (NPS)

Rick Wagner, Realty Officer
Columbia Cascade Land Resources Program Center
National Parks Service
909 First Avenue
Seattle, WA 98104-1060

WASHINGTON STATE HISTORICAL SOCIETY (WSHS)

David Nicandri, Director
Washington State Historical Society
1911 Pacific Avenue
Tacoma, WA 98402
1-888-238-4373

WASHINGTON STATE PARKS AND RECREATION (WSPR)

Rex Derr, Director
Washington State Parks and Recreation Commission
P.O. Box 42650
Olympia, WA 98504-2650
360-902-8680

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)

Gerald L. Gallinger, Director of Real Estate Services
Washington State Department of Transportation
Signing on behalf of WSDOT pursuant to his delegated authority for Real Estate Services
PO Box 47338
Olympia, WA 98504-7338

**WASHINGTON STATE DEPARTMENT OF GENERAL ADMINISTRATION
(GA)**

Mark Lahaie, Real Estate Services Manager
Washington State Department of General Administration
Real Estate Services
PO Box 41015
Olympia, WA 98504-1015

Exhibit "B"

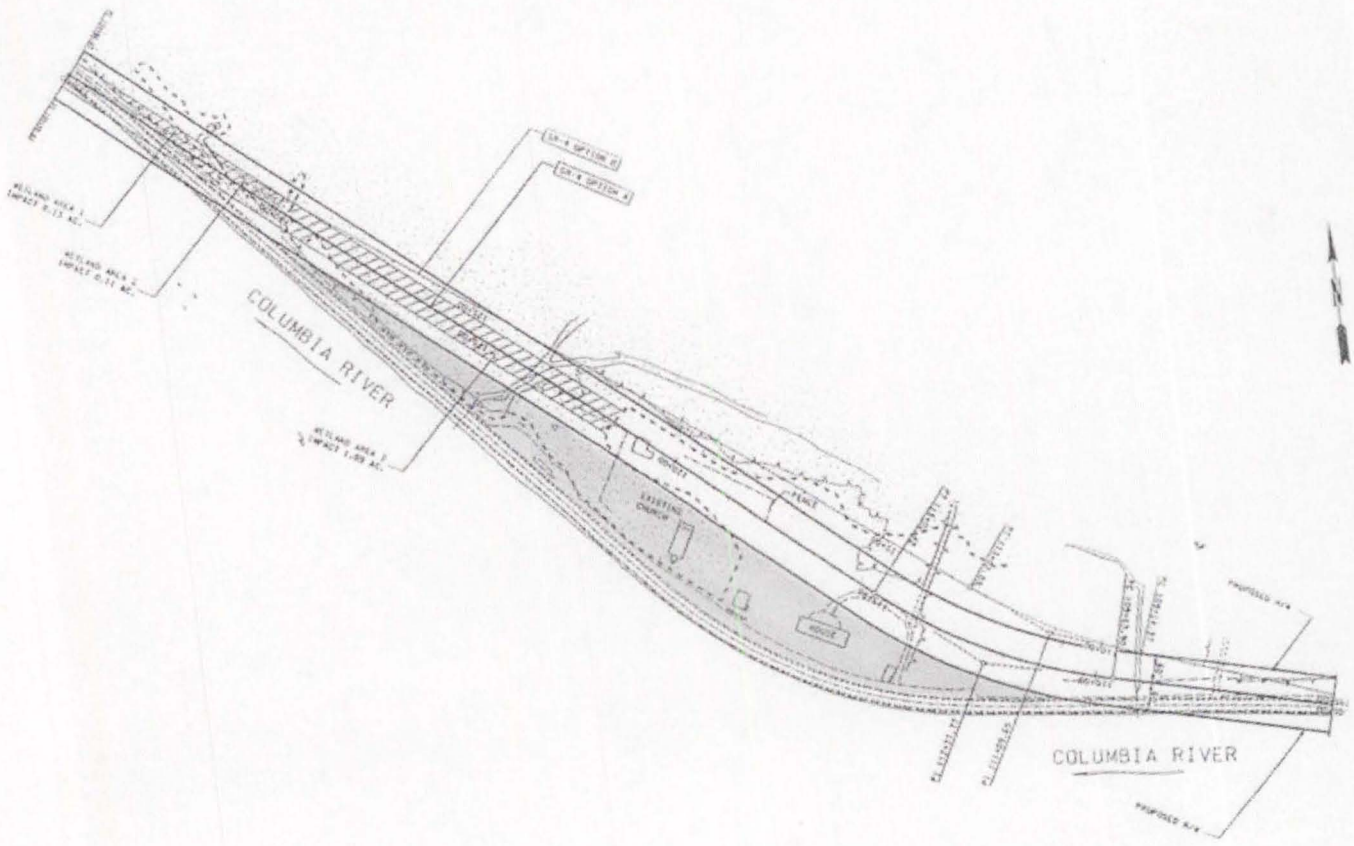


Exhibit "C"

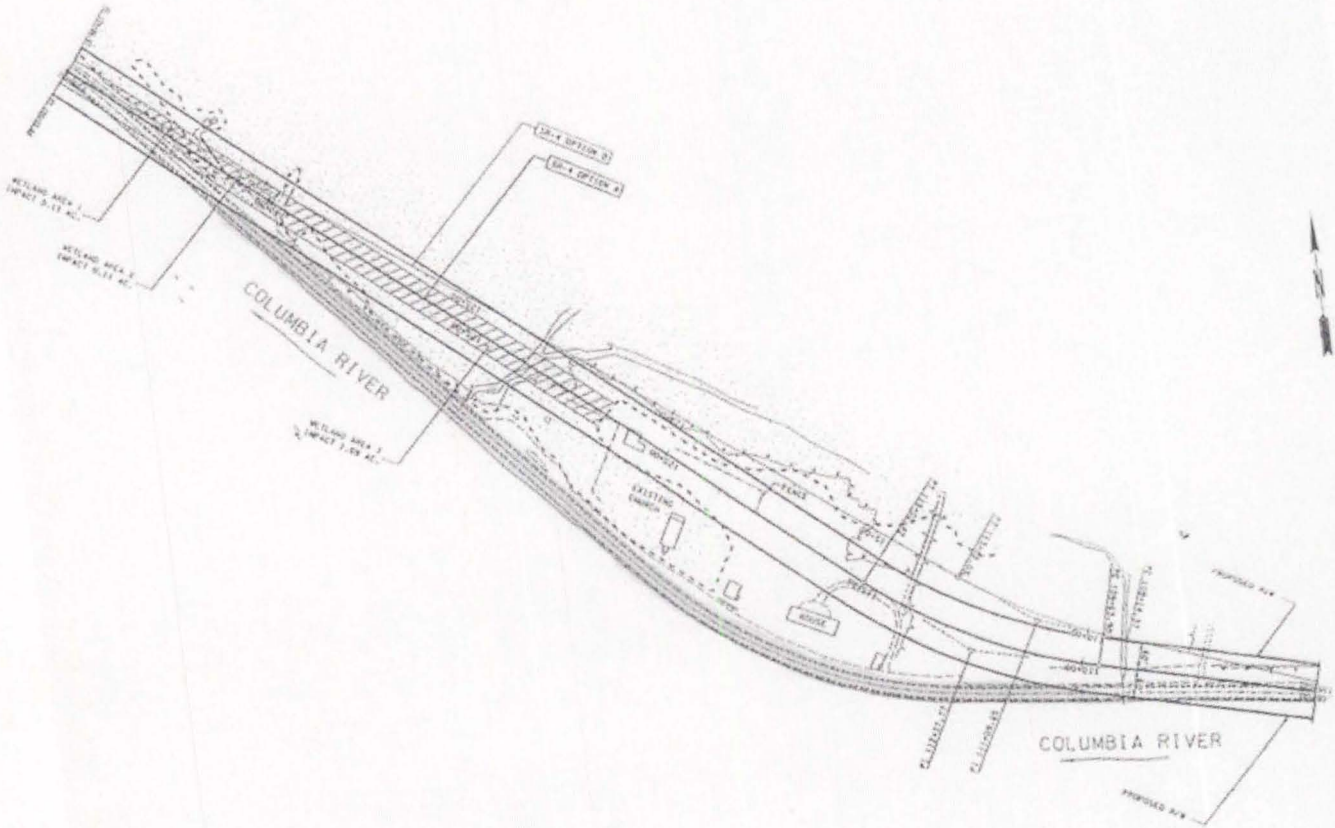


Exhibit "E"

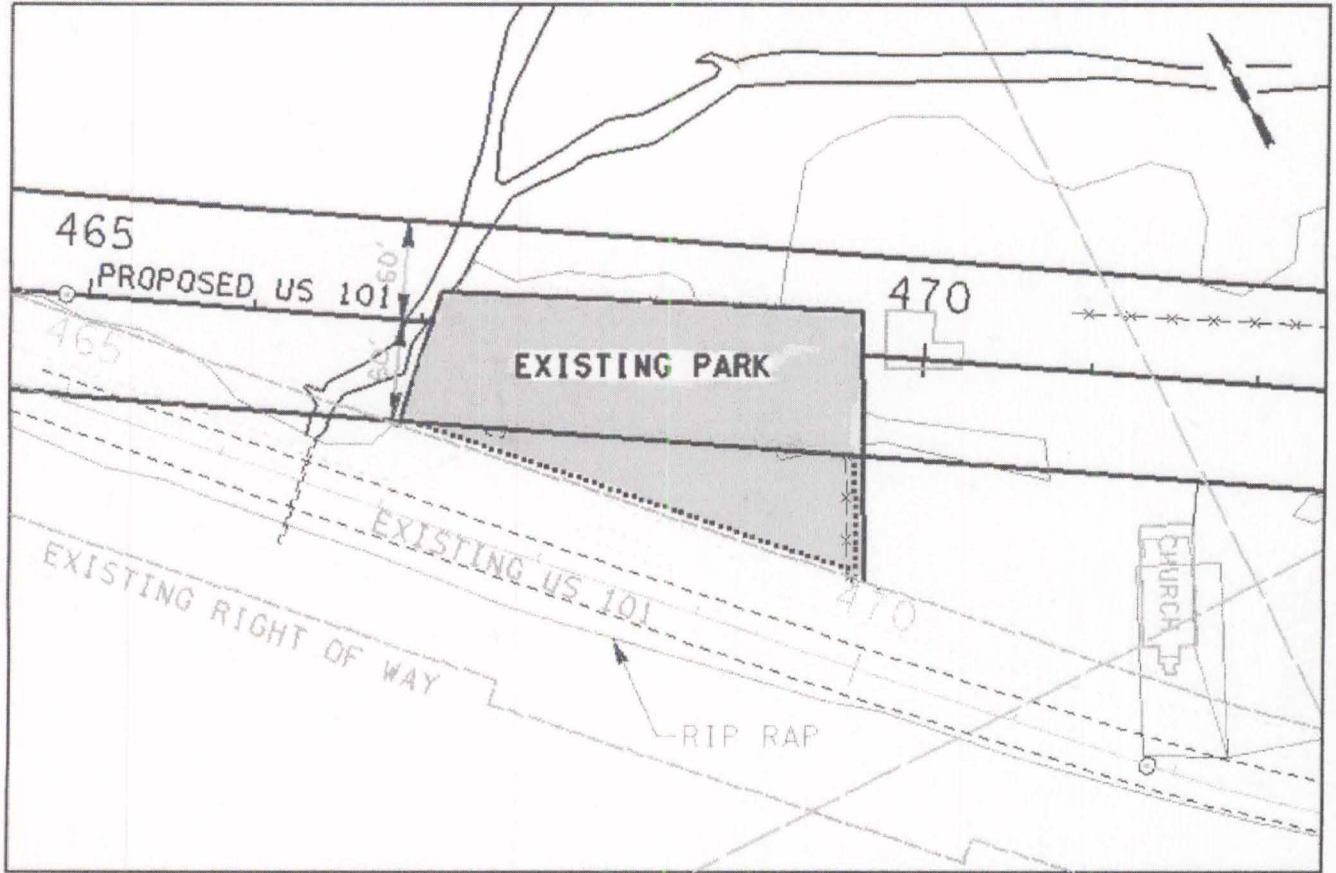
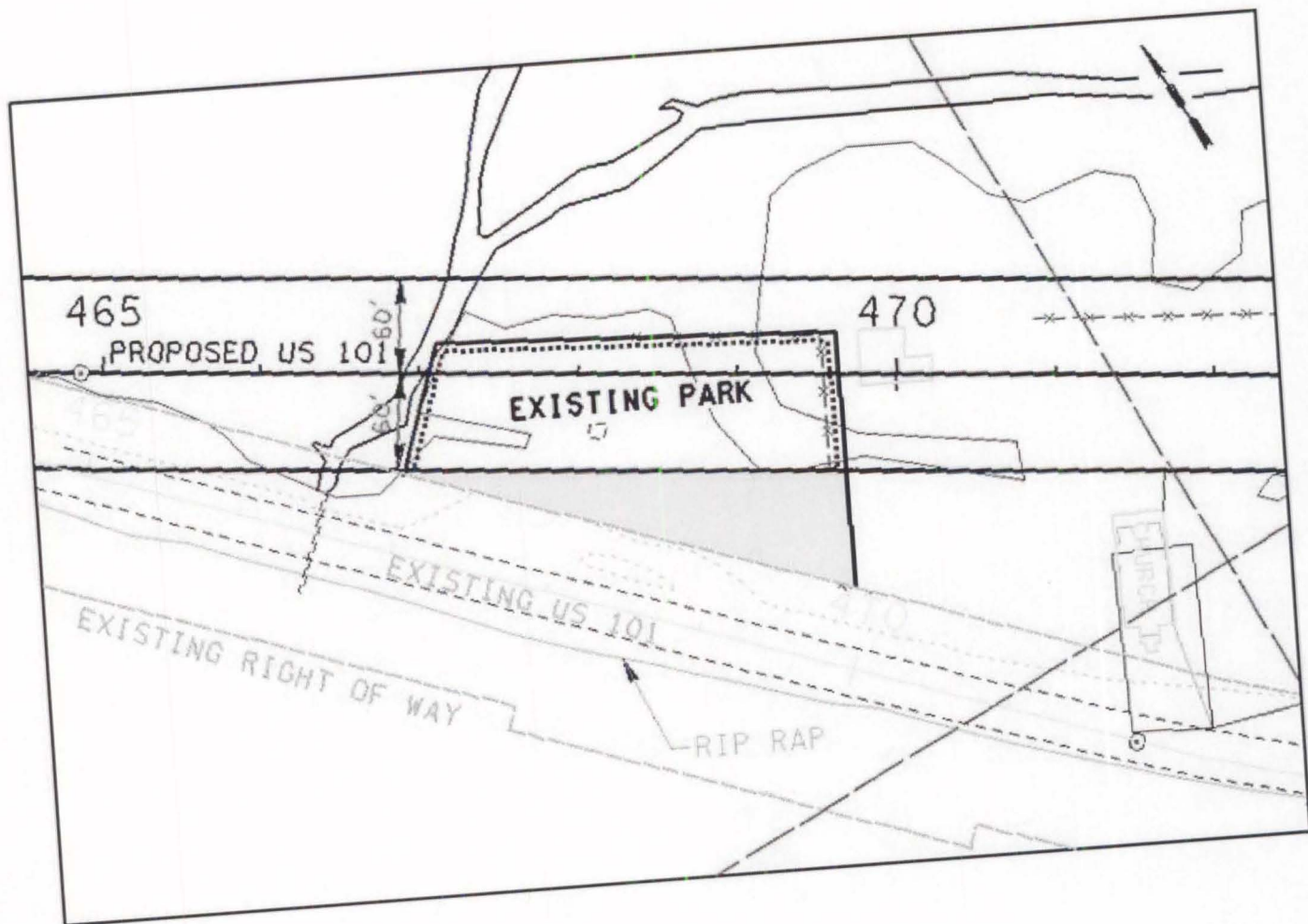


Exhibit "F"



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DRAFT 4-14-04

INTERAGENCY MEMORANDUM OF UNDERSTANDING COLUMBIA RIVER CROSSING PROJECT Pre-EIS Phase

THIS IS A MEMORANDUM OF UNDERSTANDING (MOU) between the Oregon Department of Transportation (“ODOT”), an agency of the State of Oregon, and the Washington State Department of Transportation (“WSDOT”), an agency of the State of Washington. This MOU outlines the parties’ intent with respect to the necessary short-term pre-EIS activities for the Columbia River Crossing (Project).

WHEREAS, the Interstate 5 Bridge (“Existing Bridge”) provides a critical interstate infrastructure connection between the states of Oregon and Washington;

WHEREAS, the Existing Bridge was initially opened in 1917 and doubled in size in 1958 and has reached its useful life and is presently operating at over-capacity with 125,000 vehicles each day with 44% projected growth in usage by the 2020;

WHEREAS the Existing Bridge is a lift-span bridge which interrupts traffic when raised and exceeds its design capacity resulting in significant traffic congestion and delays which have a negative impact on the economy of both Oregon and Washington;

WHEREAS, the Bi-State Portland/Vancouver I-5 Transportation and Trade Partnership Task Force has recommended that the Existing Bridge will need to be replaced or supplemented due to overcapacity and traffic interruptions when in lifted position; and

WHEREAS, the replacement or supplementation of the Existing Bridge will require a coordinated and integrated approach to the pre-EIS activities and the parties now desire to identify certain activities that will be performed by the cooperating agencies;

NOW THEREFORE, in the furtherance of the foregoing and mutual public benefits to be derived therefore, it is agreed as follows:

1. Pre-EIS Work Activities. ODOT and WSDOT agree to the pre-EIS work activities described in Exhibit “A”.
2. Decision Making Process. For the pre-EIS phase of this Project, ODOT and WSDOT agree to the decision making process illustrated in Exhibit “B”.
3. Joint Subcommittee Leadership. ODOT and WSDOT agree to report to the Joint Subcommittee through established processes. The purpose of the Subcommittee is to ensure that the efforts of the two state transportation departments in planning for improvements to the crossings of the Columbia River are well coordinated, that maximum value is obtained from the federal grants received for project planning, and that public officials and citizens in both states are kept abreast of progress.
4. Project Leadership. ODOT and WSDOT will provide the project managers for the Project. These project managers will work out of the project office.

5. Senior Leadership. ODOT and WSDOT each will designate a senior member from their department to provide oversight for this Project and the implementation of this Agreement. These designated representatives will resolve any disagreements between the parties and provide guidance to the project leaders and staff at the project office. These individuals will serve as the liaisons for the Project with their respective departments and other agencies and departments of their state and with the legislature for their state.
6. Consultant Management. In order to conduct the necessary work activities for the pre-EIS and EIS phases of the Project, ODOT and WSDOT agree to retain the services of professional consultants. Both ODOT and WSDOT agree to commit the necessary staff resources to manage the consultants and to define and implement necessary performance measures.
7. Integrated Team. ODOT and WSDOT will dedicate resources and staff to create a single integrated organization for the Project. The staff from ODOT and WSDOT will be co-located in a single office. ODOT and WSDOT will share the cost for such office on an equal basis. The project office will be responsible for developing protocols for the media, public outreach, project information, project website to be utilized by and applicable to each department and for managing any consultants or development companies retained with respect to the Project.
8. Expedited Project Delivery. Due to the critical need for this Project, both ODOT and WSDOT are committed to implementing this Project on an expedited basis as compared to most traditional approaches to project delivery. ODOT and WSDOT agree that there will be single procurement instituted by one or the other department or by bi-state agency for each aspect of the Project with ODOT and WSDOT each involved in the development of the procurement and participating in the procurement process including the selection panel.
9. Environmental Approvals. ODOT and WSDOT agree to seek any federal and state environmental approvals required for the Project including, but not limited to, those required under the National Environmental Protection Act and the State Environmental Policy Act. To implement this action, ODOT and WSDOT agree to procure the services of an environmental consultant to develop the environmental impact statement no later than January 2005.
10. Funding. ODOT will initially dedicate \$3.9M and WSDOT will initially dedicate \$3M for the Project which amounts will be used for pre-EIS work activities. ODOT and WSDOT each agree to work collectively and separately to identify and obtain the additional funding necessary to implement the EIS phase of the Project.
11. Good Faith Effort. The parties agree to conduct all activities and perform all obligations in good faith and to work with one another to accomplish the goal of completing the Project.
12. Termination. This MOU will be terminated should any party be prevented from fulfilling its obligations as outlined herein. Termination of this MOU will not prejudice any rights or obligations accrued to the parties prior to termination. In the event of termination, all parties agree to review the costs and reimburse accordingly those funds not expended.

The parties also agree to provide for the disbursement of non-monetary assets as appropriate.

13. Liability. No liability will attach to any party to this MOU by reason of entering into this MOU, except as expressly provided herein.
14. Implementation. The parties agree that contractual agreements between agencies will be necessary to implement the provisions of this MOU.

SIGNED AND ACCEPTED:

Oregon Department of Transportation

Washington State Department of
Transportation