

Federal, State, and Local Transportation Agencies'
MEMORANDUM OF UNDERSTANDING:
Completion of Environmental Studies for the
Tri-Met Light Rail Transit Extension to Portland International Airport

This Memorandum of Understanding (MOU) is entered into jointly by the following parties: the Federal Transit Administration (FTA), the Federal Aviation Administration (FAA), and the Federal Highway Administration (FHWA) -- all three of which are agencies of the United States Department of Transportation (USDOT); the Oregon Department of Transportation (ODOT); the Tri-County Metropolitan Transportation District of Oregon (Tri-Met); the Port of Portland ("the Port"), and Metro.

1.0 *Purpose*

The purpose of this MOU is to coordinate and document each party's respective role and responsibilities in implementing actions related to an extension of Tri-Met's Light Rail Transit (LRT) system from the Gateway Station to the Portland International Airport (the "LRT Airport Extension"), necessary to ensure full compliance with the statutory requirements of the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. §§ 4321 et seq., and related statutes, regulations, and orders; and other Federal, State, and local laws, regulations, policies, and procedures applicable to the development of the LRT Airport Extension. This MOU will expire upon completion of the NEPA process for the LRT Airport Extension. Should the proposal for an LRT Airport Extension receive funding and progress to the construction stage, future coordination among the parties will be necessary to eliminate construction scheduling conflicts and minimize delays to the public. This future coordination may lead to the development of additional MOUs.

2.0 *Background*

Preliminary studies have recently been completed on the feasibility of extending Tri-Met's "MAX" light rail transit system from the Gateway Station to the Portland International Airport, a distance of approximately 5.5 miles, and siting up to 4 additional stations in the vicinity of the airport main terminal, the Portland International Center, and possibly the Interstate 205 corridor. The estimated cost of such an extension is in the vicinity of \$130 million, excluding any additional vehicles. At present, the costs are proposed to be funded from the following sources: the Airport segment from Passenger Facility Charges; the Portland International Center segment from private funding from Bechtel, and the I-205 segment from revenue bonds issued from local partners.

The parties to this MOU recognize that this LRT Airport Extension, as a public-private partnership in funding and other aspects, will depend on their collaborative efforts to develop an efficient and timely environmental review and permitting sequence to meet definite project schedules and performance criteria. The parties also recognize that, because there is no proposal for financial assistance from the FTA, this LRT Airport Extension does not constitute an "action" by the FTA within the purview of NEPA. Given, however, that a significant portion of the LRT

Airport Extension is proposed to be funded with Passenger Facility Charges, the use of which requires approval by the FAA, and that the use of various lands for the LRT Airport Extension will require approvals by both the FAA and the FHWA, the parties recognize that the LRT Airport Extension does call for "actions" by the FAA and the FHWA within the purview of NEPA. In view of the FTA's expertise in the development of mass transit, and in the spirit of USDOT interagency cooperation, it has been decided that the FTA will serve as the lead Federal agency for completion of the studies necessary for compliance with NEPA, and the FAA and the FHWA will serve as cooperating agencies in that effort, applying their respective expertise in aviation and highway design and development.

At this time, the parties to this MOU are of the tentative opinion that the preparation of an Environmental Assessment (EA) in accordance with the joint FTA/FHWA environmental rule (23 CFR Part 771) may suffice for compliance with NEPA. The parties recognize, however, that either the public scoping process for an EA or the preparation of an EA may lead them to determine that the LRT Airport Extension is likely to cause significant environmental impacts, triggering the NEPA requirement for preparation of an Environmental Impact Statement (EIS).

3.0 *Roles of the Parties*

A. The FTA is designated as the lead Federal agency, and the FAA and the FHWA are designated as cooperating agencies for purposes of complying with 40 CFR § 1501.5 of the Council on Environmental Quality's *Regulations for Implementing the Procedural Provisions of NEPA*, and related Federal environmental statutes and regulations. The joint FTA/FHWA *Environmental Impact and Related Procedures* (23 CFR Part 771) will be used as the baseline regulation for purposes of ensuring procedural compliance with NEPA. Each cooperating agency's environmental requirements and technical and financial evaluation criteria will be applied as appropriate to ensure that each agency's statutory responsibilities and concerns are addressed in the environmental document. The ensuing document will, to the greatest extent possible, satisfy each agency's environmental and programmatic concerns and be sufficiently detailed to allow each agency to grant necessary permits or fund portions of the proposed LRT Airport Extension. Each of the three USDOT agencies will be responsible for identifying the issues that must be addressed in the environmental document to satisfy its respective statutory and programmatic requirements.

B. At the local level Tri-Met will support the FTA for NEPA analysis, processing, and such other actions as may be necessary to assess the proposed LRT Airport Extension, including but not limited to agency and public involvement, notifications, and coordination with affected agencies and the public.

C. Tri-Met, the local agency responsible for design, construction, and operation of LRT, and the Port, the local agency responsible for operation of the Portland International Airport, will be the local applicants for the necessary local, State, and Federal permits.

D. Metro, as the cognizant Metropolitan Planning Organization (MPO) for the Portland Metropolitan area, will be responsible for ensuring consistency with the Regional Transportation

Plan (RTP), the Transportation Improvement Program (TIP), the Regional Growth Goals and Objectives (RUGGOs), Regional Framework Plan (RFP) and the State (Air Quality) Implementation Plan (SIP).

E. Each agency signatory to this MOU will be responsible for ensuring that all applicable safety issues within its own jurisdiction are properly addressed. Moreover, the FAA will be responsible for coordinating and determining effects of the proposed construction of the LRT Airport Extension and associated facilities on the surrounding airspace of the Portland International Airport. The FAA intends to use the NEPA document, developed pursuant to this MOU, as the base document for satisfying any environmental requirements associated with a Passenger Facility Charge application, should one be submitted for the proposed LRT Airport Extension.

F. The resulting environmental document will be made available to the public when concurrence is received from the cooperating agencies and approval by appropriate officials of the FTA.

G. To ensure that the concerns of each signatory to this MOU are addressed in the environmental document, each party will designate a contact person who has the authority to speak for and represent that party. The contact person will be available, upon adequate notice, to attend and participate in coordination meetings or otherwise provide timely input into the preparation, coordination, and review of the environmental document. Study deliverables will be forwarded as soon as possible to the designated contact persons to allow for an adequate opportunity for review and comment. Quarterly reviews will be forwarded to the contact persons to keep them informed of the status of project development. The parties anticipate that these reports will be prepared either by Tri-Met or Tri-Met's consultants and forwarded by the FTA to the contact persons. The format of these reports will be determined by the FTA in consultation with Tri-Met.

H. To achieve the twin objectives of expeditious project development and maximum private participation in the funding of the LRT Airport Extension, time is of the essence. Accordingly, each USDOT agency agrees to make every effort to complete its review of study deliverables, technical reports, and related material within thirty days of receiving review packages. Comments should be forwarded directly to both Tri-Met and the FTA Regional Office.

4.0 *Conclusion*

In signing this MOU, the undersigned recognize and accept the roles and responsibilities assigned to each party. Each of the parties agrees to pursue maximum cooperation and communication to ensure that the proposal for the LRT Airport Extension fully complies with all applicable Federal and State requirements and minimizes duplication of effort.

Helen M. Knoll

For the Federal Transit Administration
Helen M. Knoll, Regional Administrator

1/22/98

Date

J. Wade Bryant

For the Federal Aviation Administration
J. Wade Bryant, Manager Seattle Airport
District Office

1/29/98

Date

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For the Federal Highway Administration
Hank D. Honeywell, Division Administrator

2/4/98

Date

Tom Walsh

For the Tri-County Metropolitan
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Tom Walsh, General Manager

2/5/98

Date

Mike Thorne

For the Port of Portland
Mike Thorne, Executive Director

3/10/98

Date

Mike Burton

For Metro
Hon. Mike Burton, Executive Officer

3.15.98

Date

Grace Crunican

For the Oregon Department of Transportation
Grace Crunican, Director

3.21.98

Date

