

RESOLUTION NO. CCLXX (270)

A RESOLUTION APPROVING AND AUTHORIZING MUTUAL AID CONTRACT WITH CLACKAMAS COUNTY TO MOVE, RELOCATE, IMPROVE AND MAINTAIN A HISTORIC BUILDING, I.E., CANBY RAILROAD DEPOT.

WHEREAS, the Canby Railroad Depot is a historic building and was declared to be one by Council Resolution No. CCLII (252), adopted October 25, 1978; and

WHEREAS, Clackamas County, acting through its Department of Human Resources, Housing and Community Development Division, has applied for and received funds from the United States Department of Housing and Urban Development for assistance to the City and the moving and improving of said building; and

WHEREAS, an agreement is required between the County and the City for the allocation and expenditure of funds and for the future maintenance of said building for public use; and

WHEREAS, a proposed agreement has been prepared by the County and reviewed and approved by the City, acting by and through its common council, and a copy of the proposed agreement is attached hereto entitled "AGREEMENT" and further identified as EXHIBIT "A";
NOW, THEREFORE, IT IS HEREBY

RESOLVED that:

(1) The proposed agreement between Clackamas County and the City of Canby, according to the attached EXHIBIT "A", is approved and the Mayor, attested by the City Recorder, are hereby authorized and directed to execute and deliver said agreement on behalf of

the City of Canby, and in as many counterparts as may be required.

ADOPTED by the Canby City Council at a *Regular* meeting thereof this 15 day of August, 1979.

Robt E Rapp
Robt. E. Rapp, Mayor

ATTEST:

Harold A Wyman
Harold A. Wyman, City Recorder

AGREEMENT

This Agreement is entered into between Clackamas County (County) and the City of Canby. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of the Agreement are as follows:

1. The City of Canby is to acquire the structure known as the Canby Railroad Depot at the corner of North Grant and Northwest First Street.

2. The City desires to move and improve the building, preserving its historical integrity.

3. The County, acting through its Department of Human Resources, Housing and Community Development Division, has applied for and received funds from the United States Department of Housing and Urban Development for assistance to the City and the moving and improvement of the Building.

4. The City desires to operate and maintain the historic structure for public use.

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The County will apply project funds in an amount not to exceed \$42,900 to move and preserve the Structure by appropriately bidding and contracting for its movement and preservation, such as transporting, painting, installation of water line, and building rehabilitation.

The County and City will jointly determine the improvements to be made, and in the event not all improvements

EXHIBIT "A"

can be made with the project funds, the County and City will determine the priority of the improvements.

2. The parties agree to facilitate the movement and rehabilitation of the Structure.

To the extent allowed by applicable law, the City will initiate and apply for land use and development approvals and permits necessary, convenient or desirable for the transporting and rehabilitation, including building permits.

Upon completion of construction, the City will accept the improvements to the Structure.

3. The City will maintain the Structure and the improvements to the Structure for their useful life. The City will maintain the Structure for public use.

4. The parties will comply with all applicable local, state and federal ordinances, statutes, laws and regulations.

5. This Agreement and the obligations of the parties hereunder shall terminate upon the first happening of the following events:

- a. Expiration of the period of useful life of the rehabilitated Structure.
 - b. Agreement of the parties.
 - c. Notice by City to County of its desire to terminate the Agreement. This notice will terminate the Agreement without further obligation of the parties only in the event it is given by the party desiring to terminate and received by the County prior to County's awarding of construction contracts.
 - d. Notice by the County to the City of its desire to terminate the Agreement. This notice will
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terminate the Agreement without further obligation of the parties and in the event it is given by the County and received by the City prior to the completion of construction.

Adopted by the City of Canby:

August 15, 1979

Date _____

Adopted by the County of Clackamas, Oregon:

Date _____

BOARD OF COUNTY COMMISSIONERS

CITY OF CANBY

Chairman

By

Robert E. Ryan

Commissioner

Title City of Canby Mayor

Commissioner