

RESOLUTION NO. 1254

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY FOR THE REPLACEMENT OF A CULVERT NEAR HARLOW HOUSE

WHEREAS, Multnomah County owns and maintains a culvert in its right-of-way for the Historic Columbia River Highway near the Harlow House; and

WHEREAS, this culvert has been damaged and is in need of replacement; and

WHEREAS, Multnomah County will replace the culvert with one of larger capacity to meet drainage needs in this area; and

WHEREAS, surface water on City property also is conveyed by this culvert to Beaver Creek; and

WHEREAS, concerns about adequate drainage for adjacent properties makes it prudent to also increase the capacity of the pipe on the City's property; and


WHEREAS, efficiency and economy of scale make it advisable to include the City's efforts and the County's efforts in one project; and

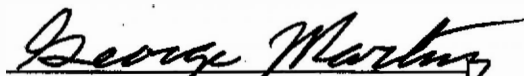
WHEREAS, Multnomah County is agreeable to incorporate the City's work in the County project if the City provides an appropriate easement and funds the additional costs thereof and has proposed an Intergovernmental Agreement to delineate the responsibilities of each party.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

That the Mayor is authorized to enter into an Intergovernmental Agreement, substantially as shown in the attached Exhibit 1, with Multnomah County for the replacement of a culvert near Harlow House.

YEAS: 6
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor
Dated: 7-1-96


George Martinez, City Recorder

Adopted: 6-25-96

INTERGOVERNMENTAL AGREEMENT
FOR REPLACEMENT OF HARLOW HOUSE CULVERT
BETWEEN MULTNOMAH COUNTY AND CITY OF TROUTDALE

This Agreement is entered into on July 30, 1996, between the City of Troutdale, Oregon (City), and Multnomah County, (County), pursuant to the authority granted in ORS Chapter 190.

RECITALS

WHEREAS, the purpose of this Agreement is to detail the responsibilities, compensation and services to be provided by both Multnomah County and the City of Troutdale regarding the replacement of the Culvert under and to the east and west of E Historic Columbia River Highway at the Harlow House.

WHEREAS, the Board of County Commissioners and the Troutdale City Council both recognize the need to replace the Culvert; and

WHEREAS, the City of Troutdale and the County have agreed that it is desirable to place the ownership of the entire culvert under the jurisdiction of the County.

NOW, THEREFORE, the parties do mutually agree as follows:

I. SCOPE OF WORK

A. The County Agrees to perform the following services:

1. Complete project design plans and specifications, prepare contract and bidding documents, and call for bids.
2. Submit construction bids to the City for their approval, if over twenty (20%) of the Engineers estimate, prior to the award of the construction contract.
3. Award the contract for construction of the project and administer the contract.
4. Confer with the City on a regular basis and respond to any inquiries from City personnel in regard to this project.
5. Provide all necessary survey services and preparation of easements.

B. The City hereby agrees to perform the following services:

1. The City will provide a copy of relevant specifications, for the parking lot, upon signing of this agreement.
2. Review and return the bidding documents prior to bid within seven (7) calendar days from date of receipt from the County.
3. The City will obtain any City issued permits that the project requires by July 15, 1996.
4. The City will dedicate a 10 foot wide drainage easement centered, on the culvert, and extending from the west right-of-way line of the Historic Columbia River Highway west to the headwall at the entrance of the culvert and upon completion relinquish control of both the easement and associated storm facilities to the County.

II. TIME OF PERFORMANCE/SCHEDULE

- A. The County shall contact bidders to obtain quotes for the work in July 1996, and award the work by late July. The work shall be completed during August.

III. EFFECTIVE AND TERMINATION DATES

- A. This agreement shall be effective, upon signing, and shall terminate upon payment by the City of Troutdale to the County for all completed work.

IV. COST

- A. The City shall be responsible for all costs for the following work:
 1. All grading, excavating, fill, and paving for the parking lot.
 2. All drainage facilities to drain the parking lot, and Dalton Williams property
 3. All excavation, pipe, backfill and encasement for the culvert west of the Historic Columbia River Highway.
 4. The construction of the headwall at the entrance to the culvert, and trashrack.
 5. Any clearing and landscaping to include reseeding for the areas effected by the work described in Items 1 and 3.

6. For any other incidental work performed west of the Historic Columbia River Highway.

7. Estimated cost for the work described in items 1 through 6 is \$24,700.00

B. The County shall be responsible for all costs for the following work:

1. All work to restore the asphalt surface of the Historic Columbia River Highway

2. All drainage facilities to drain E Historic Columbia River Highway located within the right-of-way or to the east of the right-of-way.

3. All excavation, pipe, backfill and encasement for the culvert from the west right-of-way line of the Historic Columbia River Highway east to the end of the culvert.

4. The rip rap protection at the outfall of the culvert.

5. All clearing and landscaping to include reseeding for the areas affected by the work described in Items 3 and 4.

6. For any other incidental work performed east of the west right-of-way line of the Historic Columbia River Highway.

V. BILLING PROCEDURES AND PAYMENT

A. The County will initially pay the Contractor for the completed work.

B. After the City and the County agree to the quantities, the County will bill the City, for the items in Section IV of City responsibilities, and the City will make payment within 30 days of receiving the bill.

VI AMENDMENT OF AGREEMENT

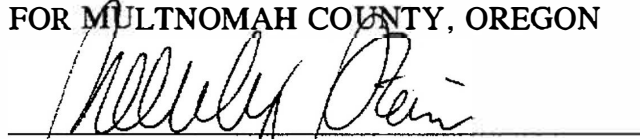
A. The City and the County may amend this agreement from time to time by mutual agreement.

Dated this 30th day of July, 1996

CITY OF TROUTDALE



Paul Thalhof, Mayor

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
For Multnomah County, Oregon


Deputy County Counsel