

RESOLUTION NO. 1532

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH TRI-MET AND THE MID-COUNTY LIGHTING DISTRICT FOR STREETLIGHT INSTALLATION AT BUS LAYOVER ON SE 2ND STREET AT DORA AVENUE

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. On March 14, 2000, the City Council selected the north side of SE 2nd Street just east of Dora Avenue as the preferred interim location for the layover of Bus Line 24.
2. During that selection process, a concern was raised regarding the adequacy of street lighting in the area. Tri-Met agreed to study the matter and install additional street lighting if necessary.
3. Tri-Met studied the lighting in the selected area and determined that another streetlight was needed. However, the cost of installing a new street light was considerably more than Tri-Met anticipated due to the City's policy of undergrounding all new utility lines.
4. City staff recommends that the City share with Tri-Met the cost of installation if the City will not be responsible for ongoing maintenance, operation, or repair costs.
5. In the proposed Memorandum of Understanding the Mid-County Lighting District assumes the maintenance and operation costs of the new streetlight.

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

That the City Council approves the Memorandum of Understanding, which is attached hereto and made a part hereof, with Tri-Met and the Mid-County Lighting District for streetlight installation at the bus layover on SE 2nd Street at Dora Avenue.

YEAS: 5
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor

Dated: 11-15-00


Debbie Stickney, City Recorder

Adopted: 11-14-00

**TRI-MET
CITY OF TROUTDALE,
AND MID-COUNTY SERVICE DISTRICT NO. 14
MEMORANDUM OF UNDERSTANDING
For Streetlight Installation at
Bus Layover on SE 2nd Street at Dora Avenue**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the CITY OF TROUTDALE (CITY), a municipal government organized under the laws of the State of Oregon, the MID-COUNTY SERVICE DISTRICT NO. 14 (MID-COUNTY), a special service district within Multnomah County and the TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TRI-MET), a mass transit district organized under the laws of the State of Oregon.

RECITALS

WHEREAS, the parties desire to accomplish the installation and operation of an overhead streetlight Project ("Project") located on SE 2nd Street east of Dora Avenue in Troutdale to improve ambient light levels as shown on Exhibit A attached hereto; and

WHEREAS, the Project includes the construction (installation), operation and maintenance of one 30-foot gray fiberglass pole with 6-foot mast arm, one 100-watt HPS bulb with a flat fixture lens cobra head, and the underground conduit and junction box necessary to connect to a PGE transformer; and

WHEREAS, the purpose of this MOU is to memorialize the terms and conditions of each parties' obligations with respect to this Project.

OBLIGATIONS OF THE PARTIES

A. TRI-MET Obligations:

1. Tri-Met shall be responsible for the design and construction phase of the Project. The parties understand that the design shall be provided by Portland General Electric (PGE) and also in part by Tri-Met personnel, and that, pursuant to Tri-Met procurement procedures, Tri-Met will award a contract for the construction services to PGE.
2. Tri-Met or PGE shall provide plans and specifications for construction of the Project prior to commencement of the construction work. Tri-Met will provide the City with the opportunity to review final plans and specifications prior to approval by Tri-Met and construction of work. Tri-Met will require PGE to secure all necessary permits to work within the City's right-of-way.
3. Tri-Met, at its expense, shall administer construction contracts and manage construction work associated with this Project.
4. Tri-Met shall pay the Project construction costs to PGE and shall be entitled to reimbursement of 50% of those costs from the City as provided in this MOU. "Construction costs" shall include only those costs paid directly to PGE and shall include any necessary permits billed by PGE.
5. Upon completion of construction, Tri-Met shall provide City and Mid-County written notice of such completion, and an itemized statement of the Project costs.

B. CITY Obligations:

1. The City shall reimburse Tri-Met for 50% of the Project construction costs. The City shall pay Tri-Met within 30 days upon receipt and approval of invoice. The City will not reimburse Tri-Met for any costs related to the preparation of plans and specifications for the project.
2. The City agrees that upon completion of construction of the Project, Mid-County will become the sole owner of the Project.
3. City agrees to take no action that would interfere with the operation of the Project for the life of the Project as defined at C (2) below, including Mid-County's obligations assumed hereunder.

C. MID-COUNTY Obligations:

1. Upon receipt of Tri-Met's written notice of completion of construction, Mid-County shall become the sole owner of the Project and assumes all responsibility for the Project, including operation and maintenance.
2. Mid-County shall pay all operation and maintenance costs for the life of the Project which shall be until: (a) Tri-Met removes its bus stop and layover area from 2nd Street east of Dora Avenue; or (b) Tri-Met provides written notice that it is discontinuing the Project; or (c) this Agreement is mutually terminated by written agreement of the parties; or (d) Mid-County chooses to completely remove the Project after November 1, 2010.

Operation and maintenance costs shall include costs to power and maintain streetlight per applicable PGE Schedule B, other applicable tariff or the applicable direct access power costs. Mid-County shall provide written authorization and billing information to PGE for such payments and shall provide Tri-Met with a copy of this authorization.

3. Unless the Project is terminated as provided at C (2), Mid-County shall be obligated to repair or replace the Project if damaged or destroyed unless the damage or destruction is (a) subject to any construction contractor warranties for the Project; or (b) caused by the design or construction of the Project; or (c) caused by Tri-Met's negligent operation of its vehicles.
- D. To the extent allowed by law and up to the limits of liability of the Oregon Tort Claims Act, Tri-Met, the City and Mid-County shall each hold harmless, defend and indemnify the other party(ies), their directors, officers, employees and agents, from any claims, damages, expenses or loss arising out of the negligence or other fault in the performance or non-performance of obligations assumed by the indemnifying party under this Agreement.
- E. The interests, rights and benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors and assigns of the parties hereto.
- F. Nothing in this Agreement, nor any acts of the parties hereto, shall be deemed or construed by the parties, or any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the parties to this Agreement. No persons or entities shall be deemed to be third-party beneficiaries of this Agreement unless specifically designated in this Agreement as intended third-party beneficiaries.

- G. This MOU shall be effective November 1, 2000 and remain in effect until expiration of the Project as provided for at C (2) above.
- H. The parties agree that all routine correspondence and notices with regard to the obligations of this Agreement shall be provided to the Project Managers designated for this Project below:

If to TRI-MET:

If to CITY:

If to MID-COUNTY:

David Zagel
710 NE Holladay Street
Portland, OR 97232
Fax: (503) 962-2281

James Galloway
104 SE Kibling Avenue
Troutdale, OR 97060-2099
Fax: (503) 667-6403

Randy Shannon
600 SE 190th Avenue
Portland, OR 97233
Fax: (503) 988-3321

Any notice required or permitted under this Agreement shall be in writing and deemed effective if deposited in the U.S. mail certified return receipt, hand delivered or transmitted by facsimile with a successful confirmation.

This MOU constitutes a legally binding agreement among the parties or their successors and constitutes the entire agreement between the parties, superseding any prior discussions or agreements regarding the same subject. Any waiver, consent, modification, amendment or change to the terms of this MOU must be in writing and signed by the authorized representatives of each party to be effective and binding. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON

By: Neil McFarlane

Neil McFarlane
Executive Director
Capital Projects & Facilities Division

CITY OF TROUTDALE

By: Paul Thalofer

Paul Thalofer
Mayor

MID-COUNTY
SERVICE DISTRICT NO. 14

By: Beverly Stein

Name: Beverly Stein
Title: Multnomah County Chair

APPROVED AS TO FORM:

By: [Signature]

Legal Department

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # R-3 DATE 03/08/01
DEB BOGSTAD, BOARD CLERK

REVIEWED:
THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

BY: [Signature]
ASSISTANT COUNTY ATTORNEY

DATE February 27, 2001

NEW STLT POLE #00006
S*

INSTALL 1-30' GRAY FIBERGLASS POLE
(SET 7' FP-FC)
INSTALL 1-100W HSP FLAT LENS
INSTALL 129' OF #10 CU STREETLIGHT WIRE
FROM TRANSFORMER #47529-25 TO
NEW POLE AND JUNCTION BOX

NOTE: JEFF MILLER TO TRENCH,
INSTALL 2" PVC CONDUIT
AND 'ONE' 13' X 24' JUNCTION BOX
CONTACT: JEFF MILLER AT 209-0822
ONE WEEK BEFORE GOING OUT



STREETLIGHT LEGEND

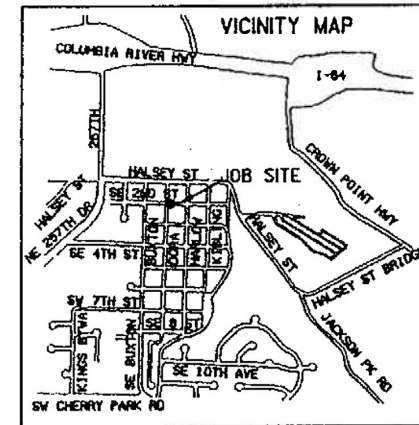
NEW FACILITIES TO BE INSTALLED


(UNLESS OTHERWISE SPECIFIED)

- INSTALL 1-#10 CU-TX ST LT WIRE
IN CUSTOMER 2" SCH 40 PVC CONDUIT
- FOR RUNS OF 100' OR LESS
- USE 1" PVC CONDUIT
- FOR RUNS OVER 100'
- USE 2" PVC CONDUIT
- INSTALL J-BOX ADJACENT TO POLE
TO TERMINATE CONDUIT
- USE 1" PVC CONDUIT FROM J-BOX TO POLE

ADD ONE
SCH: 91
OPTION: B
LC: 34
PC: 62
LUM: 110
REF: 000
M.A.: 6'
B.C.: 54210

- CUSTOMER INSTALLED STREETLIGHT JUNCTION BOX
-  INSTALL STREETLIGHT
-  INSTALL STREETLIGHT POLE



 PGE GRESHAM LINE CREW CENTER 105 E BURBIDE ST GRESHAM, OR 97030	JOB NO. 170641	DATE 9/15/00	SECTIONS A13-25C	SCALE 1"=60'
	CIRCUIT FAIRVIEW - TROUTDALE ISKV			SIZE 11x17
	TITLE MID COUNTY - TRIMET			
	LOCATION 2ND AND DORA ST IN TROUTDALE			
DESCRIPTION INSTALL ONE OPT 'B' STREETLIGHT & POLE				SHEET 1 OF 1
DRAWN BY JIM KRUEGER		PHONE 570-4412	DRAWN BY J.L.Z.	
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WR CHECKLIST		
ITEM	NO	YES
HOLEDIGGER		X
BOOM		X
BACKHOE	DONE	
PCE TRENCH	X	
LOCATES	X	
STAKING	X	
FLAGGING	X	
TREETRM		X
EASEMENT	X	
PERMITS	X	
CUTSHEET	X	
SHUTDOWN	X	

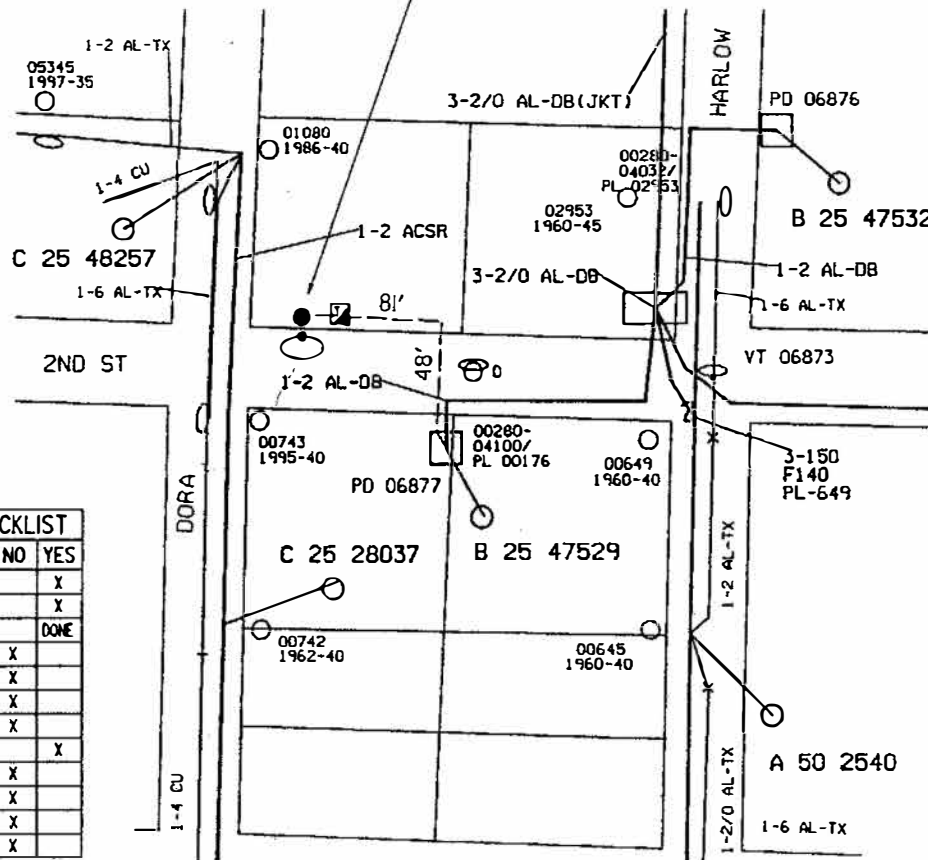


Exhibit A