

RESOLUTION NO. 1827

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY AND THE SANDY DRAINAGE IMPROVEMENT COMPANY FOR A DRAINAGE IMPROVEMENT PROJECT ON NE MARINE DRIVE

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Property on the south side of Marine Drive along Arata Creek is subject to possible flooding due to inadequate crossing capacity at Marine Drive.
2. The three jurisdictions involved (Multnomah County, the Sandy Drainage Improvement Company, and the City of Troutdale) have collaborated to devise a means to install a second culvert crossing Marine Drive.
3. The Intergovernmental Agreement authorized by this Resolution implements that plan.

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

Section 1. The City Council approves and authorizes the Mayor to sign the attached Intergovernmental Agreement with Multnomah County and the Sandy Drainage Improvement Company for a drainage improvement on NE Marine Drive.

Section 2. This resolution is effective immediately upon adoption.

YEAS: 7
NAYS: 0
ABSTAINED: 0


Paul A. Thalhofer, Mayor

June 28, 2006
Date


Debbie Stickney, City Recorder

Adopted: June 27, 2006

**INTERGOVERNMENTAL AGREEMENT NO. 0405170
FOR DRAINAGE IMPROVEMENT PROJECT ON NE MARINE DRIVE AT ARATA CREEK
BETWEEN THE CITY OF TROUTDALE, THE SANDY DRAINAGE IMPROVEMENT
COMPANY, AND MULTNOMAH COUNTY**

This Intergovernmental Agreement ("Agreement") is made and entered into by the CITY OF TROUTDALE, a city of the State of Oregon ("City"), the SANDY DRAINAGE IMPROVEMENT COMPANY; ("Sandy"), an Oregon Non-Profit Improvement District which is a special purpose Government; and the COUNTY OF MULTNOMAH, a political subdivision of the State of Oregon ("County") to contract for the provision of certain culvert improvement services on NE Marine Drive. The City, Sandy, and County are collectively referred to as "the Parties."

I. RECITALS:

- A. The Parties are authorized under the provisions of ORS 190.003 to 190.030 to enter into intergovernmental agreements for the performance of any or all functions that a party to the agreement has authority to perform.
- B. NE Marine Drive is a county road under the County's jurisdiction and is identified as a "Major Collector" under the County's Transportation Plan. Marine Drive crosses Arata Creek within the limits of City of Troutdale (the "Crossing"). The County maintains an existing 48" culvert at the Crossing. This existing culvert needs to be upgraded.
- C. The Parties wish to improve the drainage at the Crossing by installing an additional culvert at the Crossing.
- D. The purpose of this Agreement is to provide for the design and construction of a second culvert at the Crossing.

THE PARTIES AGREE AS FOLLOWS:

II. TERMS AND CONDITIONS:

A. MULTNOMAH COUNTY RESPONSIBILITIES:

- 1. Provided the County receives from Troutdale the requisite funds under Section II. B. and all applicable permits, licenses, and/or authorizations are obtained by Sandy as required under Section II C., the County will design, advertise, award, and manage a contract for the installation of an additional culvert into the Arata Creek at the Crossing ("Culvert Contract.").
- 2. The liaison for the County under this Agreement will be Robert Maestre (or his designee), at: Multnomah County, 1600 SE 190th Ave., Portland OR 97233.
- 3. Upon receipt of the money under Section II. B.1, the County will establish a fund to pay for performance of the Culvert Contract. After the completion of the work done under the Culvert Contract and the County's final acceptance of that work, the County shall refund to City any excess remaining in this fund.
- 4. The County shall not be responsible for any costs incurred by any other Party related to securing permits for work to be performed under the Culvert Contract.

5. Upon completion of construction, the County will maintain the existing culvert and the new culvert.

B. CITY OF TROUTDALE RESPONSIBILITIES:

1. Within 30 days of the advertisement for bids, the City shall provide \$100,000 to County for use by the County to cover all costs incurred by the County to construct and install the new culvert at the Crossing.
2. The liaison for the City shall be James E. Galloway (or his designee), at City of Troutdale, 342 SW 4th Street, Troutdale OR 97060-2099.

C. SANDY DRAINAGE IMPROVEMENT COMPANY RESPONSIBILITIES:

1. Sandy will be responsible for obtaining all necessary permits, licenses, public easements, or similar written authorizations as required under the applicable federal, state or local laws, and codes or regulations to enable the County to perform the work under the Culvert Contract as set forth under Section A.
2. Sandy will perform all testing, monitoring, sampling, reporting, or other related tasks required under the applicable local, state or federal laws, codes and regulations in the vicinity of the Crossing (collectively referred to as "in-stream work") to enable the County to perform its work under the proposed Culvert Contract as set forth under Section A.
3. Sandy's in-stream work will address the viability of following proposals consistent with the direction provided by the applicable regulatory agencies:
 - a. Increasing flood storage capacity within Arata Creek south of Marine Drive;
 - b. Benching Arata Creek both north and south of Marine Drive as necessary in order to facilitate the functioning of the new culvert.
4. Sandy shall assume all its costs for the performance of its tasks under this Section.
5. The liaison for Sandy shall be Dave Hendricks (or his designee), at Sandy Drainage Improvement Company, 1880 NE Elrod Drive, Portland OR 97211-1810.

D. JOINT RESPONSIBILITIES:

The parties' representatives shall meet within 30 days of the effective date of this Agreement to develop a mutually acceptable plan and the further assignment of responsibilities for the provision of notice to the community regarding the proposed construction.

E. EARLY TERMINATION:

The parties may terminate this agreement by mutual written consent 30 days prior to the solicitation for a construction firm. If this Agreement is terminated as provided herein, the parties shall be responsible for their own costs; and any unspent or otherwise non-obligated funds in the County's possession as provided under Section II. B herein, shall be refunded to the City.

F. DISPUTE RESOLUTION:

In the case of a dispute under this Agreement, the Parties shall attempt to resolve the dispute informally. If the dispute cannot be resolved through this process, the Parties shall submit their dispute to intergovernmental arbitration pursuant to ORS 190.710 through 190.800. Each of the Parties shall bear its own expense of attorney fees and arbitration.

G. AMENDMENT:

This Agreement may be amended by mutual written agreement of the Parties. Amendments shall be valid only when reduced to writing, approved as required and signed.

H. TERM:

This Agreement shall be effective upon the date that it has been executed by all Parties and shall remain in effect for two years from that date.

I. INDEMNIFICATION:

Subject to the conditions and limitation of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each Party shall indemnify, defend, and hold harmless each of the other Parties from and against all liability, loss, and costs arising out of or resulting from acts of that Party, its officers, employees, and agents in the performance of this agreement.

J. INSURANCE:

Each Party shall each be responsible for providing worker's compensation insurance as required by law. No Party shall be required to provide or show proof of any other insurance coverage.

K. ADHERENCE TO LAW:

Each Party shall comply with all federal, state, and local laws and ordinances applicable to this agreement.

L. NON-DISCRIMINATION:

Each Party shall comply with all requirements of federal and state civil rights and rehabilitations statutes and local nondiscrimination ordinances. (See MCC 15.340-15.347)

M. ACCESS TO RECORDS:

Each Party shall have access to the books, documents and other records of the others which are related to this Agreement for the purpose of examination, copying and audits, unless otherwise limited by law.

N. SUBCONTRACTS AND ASSIGNMENTS:

No Party will subcontract or assign any part of this Agreement without the written consent of the other Parties, except that the County may subcontract or assign services under this Agreement with the consultant(s) awarded the contract to perform the Culvert Work.

O. PROPERTY OF THE COUNTY:

In the event of termination of this Contract, all files and documents of any kind related to the scope of work set forth in this Agreement shall be transferred back to the County. The County shall only pay the actual costs of the transfer.

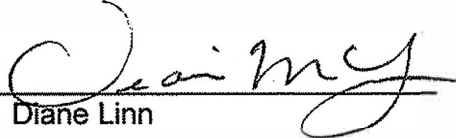
P. ENTIRETY OF AGREEMENT:

This Agreement constitutes the entire Agreement between the Parties. No waiver, consent, modification, or changes of the terms of the Agreement shall bind either party unless made in writing and signed by all Parties.

Q. SEVERABILITY:

The Parties agree that if any terms or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be constructed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

MULTNOMAH COUNTY, OREGON

By 
Diane Linn

Title Chair
Board of County Commissioners

Date: 6.1.06

CITY OF TROUTDALE

By 

Title Mayor

Date: June 28, 2006

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By 
Assistant County Attorney

Date: 5/9/06

Approved as to form:



Date: June 28, 2006

SANDY DRAINAGE IMPROVEMENT COMPANY

By: 

Title: EXECUTIVE DIRECTOR

Date: 6/9/06

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-3 DATE 06.01.06

DEBORAH L. BOGSTAD, BOARD CLERK