

RESOLUTION NO. 1831

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY FOR A WATERLINE IMPROVEMENT PROJECT ON THE HISTORIC COLUMBIA RIVER HIGHWAY AT THE BEAVER CREEK BRIDGE

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Multnomah County is in the process of restoring the bridge on the Historic Columbia River Highway over Beaver Creek. Part of the bridge restoration work includes relocating a City waterline suspended from the bridge.
2. The City has a project to replace the existing waterline from Kibling Avenue to Glenn Otto Park with a larger line. This includes the area within the limits of the bridge project.
3. To avoid interference and disputes, it is desirable to have the City waterline work within the bridge project limits accomplished by the County's bridge contractor.
4. The Intergovernmental Agreement authorized by this Resolution will provide for such work.

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 for a waterline improvement project on the Historic Columbia River Highway at the Beaver Creek Bridge.

Section 2. This resolution is effective immediately upon adoption.

YEAS: 7

NAYS: 0

ABSTAINED: 0


Paul A. Thalhofer, Mayor

August 24, 2006
Date


Debbie Stickney, City Recorder

Adopted: August 22, 2006

**INTERGOVERNMENTAL AGREEMENT NO. 0607046
FOR WATER LINE IMPROVEMENT PROJECT ON THE HISTORIC COLUMBIA RIVER
HIGHWAY AT THE BEAVER CREEK BRIDGE**

This Intergovernmental Agreement ("Agreement") is made and entered into by the CITY OF TROUTDALE, a city of the State of Oregon ("City"), and the COUNTY OF MULTNOMAH, a political subdivision of the State of Oregon ("County") to contract for the replacement of the City's water line at and near the Beaver Creek Bridge on the Historic Columbia River Highway in Troutdale. The City 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. The Historic Columbia River Highway at this location is a County road under the County's jurisdiction and is identified as a "Major Collector" under the County's Transportation Plan. The County is currently rehabilitating the bridge over Beaver Creek. A portion of the County's work is relocating Troutdale's water line suspended under the Beaver Creek Bridge and reconnecting the new pipe with the existing waterline east and west of the bridge.
- C. The City needs to improve the capacity of its existing water line connecting to the Beaver Creek Crossing at this location by increasing its size. The City desires to do this in such a way as to reduce the cost to its citizens, avoid cutting into a newly constructed road section within a year of construction, and to minimize disruption of traffic and business.
- D. The City has identified funds for the water line improvements and can make them available to the County.
- E. The County has received and reviewed engineering plans for the waterline improvements from the City and found the water line work to be compatible with the Bridge Rehabilitation project.
- F. The County is able to arrange for the actual construction at no additional cost to the County. The costs for this water line improvement can be separately identified and tracked from the costs of the County's project.
- G. The purpose of this Agreement is to provide a mechanism for the City to accomplish its work through coordination with the County's project.

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., the County will arrange and manage a contract for the installation of the needed water line as part of its Beaver Creek Bridge Rehabilitation project.
- 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 draw on these funds to pay for performance of the water line work. Any and all costs the County incurs in the performance of the water line work portion of the Project will be subject to reimbursement from these funds. After the completion of the work done under the Project and the County's final acceptance of that work, the County shall refund to the City any excess remaining of the original \$140,000.00.
4. After completion of the Project and the waterline work, the County will coordinate with the City a mutually acceptable schedule and procedure for the City to conduct maintenance, repair, and renovation as necessary for the new waterline.

B. CITY OF TROUTDALE RESPONSIBILITIES:

1. Within 30 days of the signing of this agreement, the City shall provide \$140,000 to County for use by the County to cover all costs incurred by the County to construct and install the water line.
2. By August 22, 2006, the City shall provide the County a written confirmation signed by the City's head procurement official establishing that the contracting for the work with the County as provided herein complies with applicable laws and City purchasing rules.
3. The City shall provide consulting engineering and inspection services for the water line installation to the County during the project.
4. The liaison for the City shall be James E. Galloway (or his designee), at the City of Troutdale, 342 SW 4th Street, Troutdale OR 97060-2099.
5. Upon completion of the water line construction and installation, the City will be responsible for the operation and maintenance of the water line pursuant to the schedule and procedure as provided at Section II. A. 4. above.

C. JOINT RESPONSIBILITIES:

The parties' representatives shall meet within one week of the execution of this agreement to finalize engineering and construction sequencing plans. During construction, should the City and the County agree in writing to changes in the field that increase the cost of the waterline installation above \$140,000, the City shall pay the County for those additional agreed costs. The County will not change the design or construction of this water line without the City's written consent.

D. EARLY TERMINATION:

The parties may terminate this Agreement by mutual written consent five (5) days prior to the issuance of the County's construction contract. 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.

E. 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.

F. 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.

G. 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.

H. INDEMNIFICATION:

Subject to the conditions and limitations 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.

I. INSURANCE:

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

J. ADHERENCE TO LAW:

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

K. 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)

L. 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.

M. 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 contract with its public works contractor for the actual water line installation.

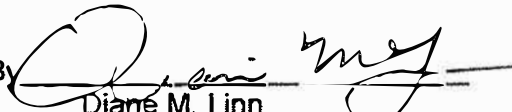
N. ENTIRETY OF AGREEMENT:

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.

O. 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 M. Linn
Title Multnomah County Chair

Date: 08.17.06


Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By 
John S. Thomas, Deputy County Attorney

Date: 8/10/06

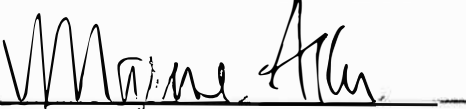
CITY OF TROUTDALE

By 
Title Mayor

Date: August 24, 2006

Approved as to form:

CITY ATTORNEY FOR
CITY OF TROUTDALE, OREGON


Marnie Allen, City Attorney

Date: 8/23/06

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C2 DATE 08.17.06
DEBORAH L. BOGSTAD, BOARD CLERK