RESOLUTION NO. 2376

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND MULTNOMAH COUNTY FOR THE BEAVER CREEK CULVERT PROJECT

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Multnomah County is preparing to commence work on the Beaver Creek Culvert Project (AKA Stark Street Culvert Project) within the City of Troutdale

2. The City and Multnomah County are long-term partners in promoting the health, vitality, functionality, and habitat value of Beaver Creek. This project will further that goal by enabling fish passage and improving the hydraulic performance of the culvert.

3. Construction of the Beaver Creek Culvert project will additionally enable future improvements to SE Stark Street that have been desired by the City and County for many years

4. Recognizing the mutual benefits of this project to the County and City, for several years the City and County have planned for the City to make a cost-sharing contribution of $100,000 to the cost of the project

5. The City's Capital Improvement Plan has for several years reflected a City contribution of $100,000 to culvert projects on Beaver Creek (Project #SD-S27).

6. The County intends to reimburse the City for the City's cost to operate a temporary sanitary sewer bypass system that will be necessary during construction of the culvert project.

7. The City and County have negotiated the terms of an IGA to enable the City's contribution to the project, and to provide for the County reimbursement to the City for temporary sanitary sewer bypass operations

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

Section 1. The City Manager is authorized to execute an intergovernmental agreement with Multnomah County, substantially in conformance with Attachment A.

Section 2. This Resolution is effective upon adoption.

YEAS: 7
NAYS: 0
ABSTAINED: 0

Casey Ryan

Casey Ryan, Mayor

5/24/2017

Date

Sarah Skroch

Sarah Skroch, City Recorder
Adopted: May 23, 2017

ATTACHMENT A

Multnomah County Contract #4400002953

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TROUTDALE AND MULTNOMAH COUNTY

PAYMENT FOR BEAVER CREEK CULVERT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the City of Troutdale, hereinafter referred to as "City", acting by and through its elected officials, and Multnomah County, hereinafter referred to as "County", acting by and through its elected officials, all herein referred to individual or collectively as "Party" or "Parties".

RECITALS

A. SE Stark Street is a county road under the County's jurisdiction. Stark Street crosses Beaver Creek within the limits of the City. The County maintains an existing box culvert at this crossing. The existing culvert is nearing the end of its useful life and needs to be upgraded and replaced.

B. The Parties desire to replace the existing culvert at Stark Street with a new culvert to allow for improved fish passage, additional capacity, and lengthening of the culvert to accommodate future improvements to SE Stark Street (hereafter, "the Project"). This Agreement is only applicable to the Project area as described in the attached Exhibit 1 (the "Project Area").

C. The purpose of this Agreement is to provide a portion of the funding for the design and construction of the Project.

D. A construction conflict has been identified with the City's existing water and sanitary sewer mains in SE Stark Street. This conflict requires that the City's utility mains located within the Project Area be temporarily removed during construction, and then restored upon completion of Project construction. Temporary removal of the sewer main necessitates a temporary bypass sewer system.

E. Pursuant to ORS 190.010, the Parties wish to enter into this Agreement to provide for City payment of One Hundred Thousand Dollars ($100,000) to the County for construction of the Project, and to define the respective roles and responsibilities of the Parties for execution of the temporary bypass sewer system.

NOW THEREFORE, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. The above Recitals are incorporated into this Agreement.

2. The County will prepare a Project design, perform ROW acquisition services, obtain all necessary permits, licenses or other written authorizations, and oversee Project construction by a properly selected and licensed contractor, including replacing the City's sanitary sewer line and water main with modern pipe material in the same alignments, or alternative alignment acceptable to the City.

3. The City will hire a consultant, and ultimately a contractor, to prepare, oversee, manage and execute the bypass sewer system plan to eliminate the sanitary sewer conflict during construction. The County will reimburse the City for actual costs incurred for this work.

4. The liaison for the County under this Agreement will be:

   Riad Alharithi, P.E.
   Multnomah County Road Engineering Manager
   1602 SE 190th Avenue
   Portland OR 97233
   503-988-0181
   Riad.alharithi@multco.us.

4. The County shall invoice the City within 30 days following award of the construction contract. Within 30 days of receiving the County's invoice, the City shall provide One Hundred Thousand Dollars ($100,000) for use by the County to cover a portion of costs incurred for this Project.

5. The liaison for the City under this Agreement will be:

   Travis Hultin
   342 SW 4th Street
   Troutdale, OR 97060
   503-674-7241
   travis.hultin@troutdaleoregon.gov

6. The Parties may terminate this Agreement by mutual written consent 30 days prior to the solicitation for a construction contractor. If this Agreement is terminated as provided herein, the Parties shall be responsible for their own

costs incurred prior to termination; and any unspent or otherwise non-obligated funds in the County's possession shall be refunded to the City.

7. This Agreement shall become effective on the date all required signatures are obtained and shall terminate upon completion of the Project and City's payment to the County in full and the County's reimbursement to the City.

8. 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.

9. In 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.

10. This Agreement and attached exhibit constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

11. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

12. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, 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.

13. 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.

14. 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 valid.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF TROUTDALE

By_____
City Manager

Date_____

APPROVED AS TO LEGAL SUFFICIENCE FOR THE CITY

By_____
Ed Trompke
City Attorney

MULTNOMAH COUNTY

By_____
Deborah Kafoury, Board Chair

Date_____

APPROVED AS TO LEGAL SUFFICIENCY

JENNY MADKOUR, COUNTY ATTORNEY

By_____
Courtney Lords
Assistant County Attorney
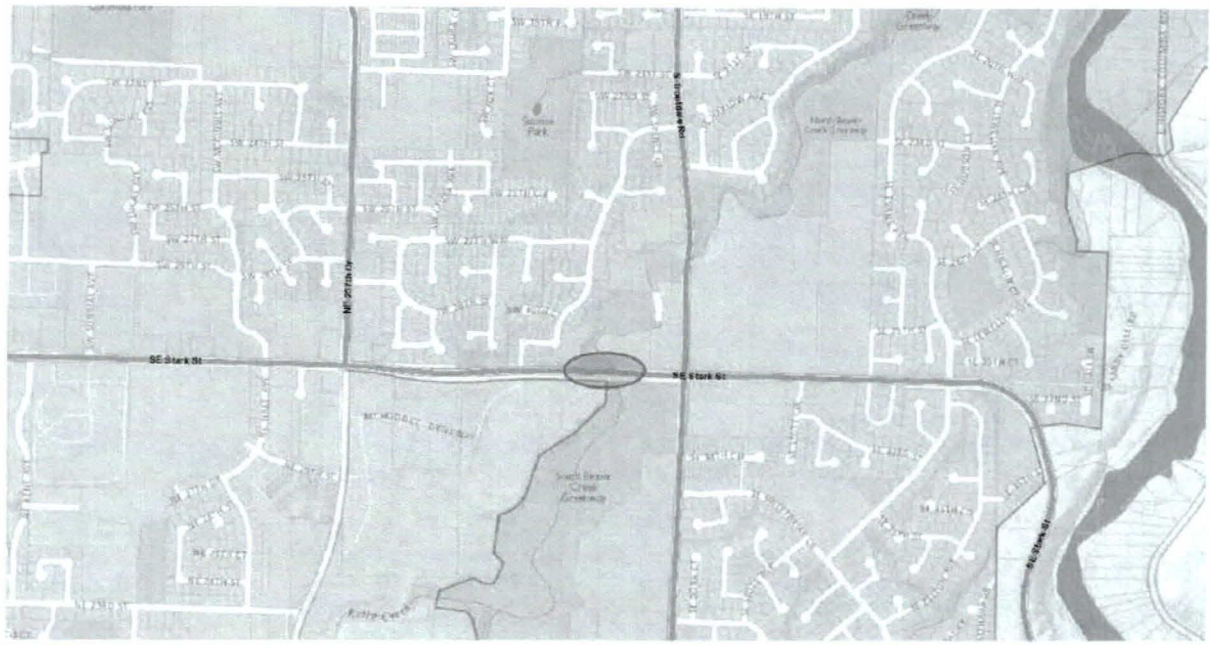
Exhibit 1 Project Location