

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Check all that apply

<input checked="" type="checkbox"/> County Attorney email approval attached	Contract Number: <u>4710000404</u>
<input type="checkbox"/> Retro Memo attached	Amendment Number: <u>1</u>
<input type="checkbox"/> Proof of insurance attached	Vendor Number: <u>12052</u>
<input type="checkbox"/> EEO Exhibit 5 attached (contracts over \$75,000)	Date: <u>07/8/2011</u>
<input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Non-Financial Agreement <input type="checkbox"/> Inter-Departmental	

CAF Purpose

New Contract Renewal Date Change Funding Change Service Change

Department: <u>Community Services</u>	Division/Program: <u>Land Use and Transportation</u>
Originator: <u>Brian Vincent</u>	Phone: <u>988-5050 x29642</u> Mail Stop: <u>#425/2nd</u>
Contact: <u>Cathy Kramer</u>	Phone: <u>988-5050 x22589</u> Mail Stop: <u>#425/2nd</u>

Contract/Amendment Procurement Details

Procurement No.(s): <u>461301f</u>	Effective Date: _____	End Date: _____
Exemption or Citation No.(s): _____	Effective Date: _____	End Date: _____
Check all that apply to contractor: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF State Cert No.: _____ <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> N/A		

Contractor: <u>Oregon Dept. of Transportation -- Region 1</u>	
Address: <u>123 NW Flanders St.</u>	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
City/State/Zip: <u>Portland OR 97209-4037</u>	<input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Telephone: <u>(503) 731-8433 (Eileen Breedlove)</u>	<input type="checkbox"/> Quarterly \$ _____ <input type="checkbox"/> Other
	<input type="checkbox"/> Other \$ _____ N/A

Contract Effect Date: <u>06/08/95</u>	Term Date: <u>07/31/2011</u>	
Amend Effect Date: <u>08/01/11</u>	New Term Date: <u>06/30/2021</u>	<input type="checkbox"/> Price Agreement or Requirements Funding Information:
Original Contract Amount: \$ _____	Original PA/Requirements Amt: \$ _____	
Total Amount Previous Amend: \$ _____	Total Amount Previous Amend: \$ _____	
Amount of Amendment: \$ _____	Requirements Amount Amend: \$ _____	
Total Amount of Agreement: \$ <u>0</u>	Total Amount of PA/Requirements: \$ _____	

Required Signatures

Dept Director or Designee:  Date: _____

County Chair: _____ Date: _____

Vendor Contact Information

Changed from Previous CAF

Name: <u>Eileen Breedlove</u>	Title: <u>Project Manager</u>	email: <u>eileen.p.breedlove@odot.state.or.us</u>
Name: _____	Title: _____	email: _____
Name: _____	Title: _____	email: _____

Contract/Amendment Description Or Comments:

Amendment No. 1 to the ODOT Cooperative Improvement and Abandonment Agreement No. 12082/SW Canyon Court, in connection with the Westside Light Rail Contract. The amendment aligns road jurisdiction authority as a result of an annexation of roads to the City of Portland. The County's Contract number for the original 1995 IGA is 302195. A non-financial agreement (NFA) for Amendment No. 1 has been entered into the County's SAP tracking system. There are no costs to the County in connection with this Agreement.



Non-Financial Agreement

Vendor Address

OREGON STATE DEPT OF TRANSPORTATION
123 NW FLANDERS ST
PORTLAND OR 97209-4037

Information

Contract Number 4710000404
Date 08/01/2011
Vendor No. 12052
Contact/Phone Land Use & Trans / X26798
Validity Period: 08/01/2011 - 06/30/2021
Minority Indicator: Not Identified

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>IGA-w ODOT re SW Canyon Ct Maintenance</p> <p>Plant: F030 Community Service Requirements Tracking Number: 461301F <i>Amendment No. 1 to 1995 Intergovernmental Agreement concerning jurisdiction and maintenance of portions of SW Canyon Court and surrounding roads in connection with the Westside Light Rail Contract. The original County IGA number was 302195. The ODOT IGA number is 12082.</i> Effective dates: 08/01/2011 - 06/30/2021 There is no specific termination date for this NFA/IGA. DCS Contact: Brian Vincent, PE, County Engineer, 988-5050 x29642 (DCS Admin Contact: Cathey Kramer x22589)</p>			\$ 0.0000

----- Forwarded message -----

From: Matthew RYAN <matthew.o.ryan@multco.us>

Date: Thu, Jul 7, 2011 at 2:34 PM

Subject: Fwd: Amendment #1 to Canyon Court IGA

To: Brian VINCENT <brian.s.vincent@multco.us>, Cathey KRAMER <cathey.m.kramer@multco.us>

Brian,

With all that is said below on May 13th as the caveat, **the attached IGA has been reviewed and is approved for submission to BCC for its consideration.** Thanks.

Brian,

Back in late November I tweaked this IGA at Paragraph 11 of the "County Obligations" Section to read as follows (underlined is new):

ODOT acquired fee title to certain real property underlying those certain roads constructed or reconstructed by ODOT within the County jurisdiction area. ODOT certifies that said real property is free of any preexisting hazardous material or waste release. County shall accept the transfer of road jurisdiction authority from ODOT over the real property obtained or purchased on behalf of the County. No "excess" right of way which may have been acquired by ODOT will be transferred. Transfer of road jurisdiction authority will be by separate Relinquishment Deed. Should the land cease to be used for public roadway, all right, title and interest to the land will automatically revert to ODOT.

Now the relevant Paragraph is 12 of the "County Obligations" Section and it reads as follows:

County shall accept all right, title and interest in the "operating" right of way obtained or purchased on behalf of the County. ODOT acquired fee title to the land underlying certain roads constructed or reconstructed by ODOT within County jurisdiction, and will pass that title to County for use as public roadway. No "excess" right of way which may have been acquired by ODOT will be transferred. Transfer of operating right of way will be by separate Relinquishment Deed. Should the land cease to be used for public roadway, title to the land will automatically revert to ODOT.

ODOT deleted the hazardous material reference. The language ODOT regarding conveyance uses is internally inconsistent, one normally doesn't take "all right, title and interest" in something less than the whole fee title, that language is usually in a quitclaim deed which can transfer title. But then the language is limited by next few words: "...in the "operating" right of way." The next sentence continues the confusion by the saying the ODOT "...will pass title for use as a public roadway." Again "title" usually means fee, inserting word "use" in turn limits the conveyance to a road purpose right. The conclusion is I think we don't get fee simple, but we also don't get any assurances the land is clean environmentally. This could be a problem if we undertook a project and the land were contaminated and our actions exacerbated existing conditions on the site.

I just needed to explain the differences between what we proposed and ODOT's response. Anyway I understand you are willing to go forward, considering that it isn't much property involved and we aren't planning any projects that might disrupt the soil. The ODOT language isn't illegal it just presents more risk to the County, but most likely that risk is low. Thanks. (Matthew O. Ryan)