

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Check all that apply

☒ County Attorney email approval attached

☐ Retro Memo attached

☐ Proof of insurance attached

☐ EEO Exhibit 5 attached (contracts over \$75,000)

☐ Expenditure ☐ Revenue ☒ Non-Financial Agreement

Contract Number: 4710000404

Amendment Number: 1

Vendor Number: 12052

Date: 07/8/2011

☐ Inter-Departmental

CAF Purpose

☐ New Contract ☒ Renewal ☐ Date Change ☐ Funding Change ☐ Service Change

Department: Community Services

Division/Program: Land Use and Transportation

Originator: Brian Vincent

Phone: 988-5050 x29642

Mail Stop: #425/2nd

Contact: Cathey Kramer

Phone: 988-5050 x22589

Mail Stop: #425/2nd

Contract/Amendment Procurement Details

Procurement No.(s): 461301f

Effective Date:

End Date:

Exemption or Citation No.(s):

Effective Date:

End Date:

Check all that apply to contractor: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert No.: ☐ Non-Profit ☒ N/A

Contractor: Oregon Dept. of Transportation -- Region 1

Address: 123 NW Flanders St.

City/State/Zip: Portland OR 97209-4037

Telephone: (503) 731-8433 (Eileen Breedlove)

☐ Lump Sum

\$

☐ Due on Receipt

☐ Monthly

\$

☐ Net 30

☐ Quarterly

\$

☐ Other

☐ Other

\$

N/A

Contract Effect Date: 06/08/95

Term Date: 07/31/2011

Amend Effect Date: 08/01/11

New Term Date: 06/30/2021

Original Contract Amount:

\$

☐ Price Agreement or Requirements Funding Information:

Original PA/Requirements Amt:

\$

Total Amount Previous Amend:

\$

Total Amount Previous Amend:

\$

Amount of Amendment:

\$

Requirements Amount Amend:

\$

Total Amount of Agreement:

\$ 0

Total Amount of PA/Requirements:

\$

Required Signatures

Dept Director or Designee:

Date:

County Chair:

Date:

Vendor Contact Information

☒ Changed from Previous CAF

Name: Eileen Breedlove

Title: Project Manager

email: eileen.p.breedlove@odot.state.or.us

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> <i>Effective dates: 08/01/2011 - 06/30/2021</i> <i>There is no specific termination date for this NFA/IGA.</i> <i>DCS Contact: Brian Vincent, PE, County Engineer, 988-5050 x29642</i> <i>(DCS Admin Contact: Cathey Kramer x22589)</i></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)