

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TROUTDALE AND  
MULTNOMAH COUNTY**

**BEAVER CREEK CULVERT REPLACEMENT PROJECT**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made and entered into pursuant to ORS 190.010 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 collectively as “Parties”.

**RECITALS**

- A. SE Stark Street is a county road under the County’s jurisdiction. Stark Street crosses Beaver Creek within the limits City’s jurisdiction. The County maintains an existing box culvert over Beaver Creek 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 authorize and memorialize City’s financial contribution to the Project and County’s commitment to City utilities impacted by the Project.
- D. City agrees to provide a financial contribution of \$100,000 to the County for this Project.
- E. A construction conflict has been identified with the City’s existing water and sanitary sewer mains in SE Stark Street resulting from the Project. This conflict requires that City’s utility mains located within the Project Area be temporarily removed during construction and restored upon Project completion. Also, temporary removal of the sewer main necessitates construction of a temporary bypass sewer system.
- F. County agrees to reimburse City for costs resulting from City’s temporary removal

of utility mains, construction of a temporary bypass sewer system, and restoration of those utility mains upon completion of the Project; these costs are estimated to cost \$145,000.

**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 190<sup>th</sup> Avenue  
Portland OR 97233  
503-988-0181  
[Riad.alharithi@multco.us](mailto: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. Upon receipt of the money under this Section the County will establish an account to pay for performance of the Project.
5. The liaison for the City under this Agreement will be:

Travis Hultin  
342 SW 4<sup>th</sup> 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, City's payment to the County in full, and County's reimbursement to the City in accordance with this Agreement.
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, 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 equally share the costs of 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**

**MULTNOMAH COUNTY**

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
Deborah Kafoury, Board Chair

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO LEGAL  
SUFFICIENCE FOR THE CITY

APPROVED AS TO LEGAL  
SUFFICIENCY

JENNY MADKOUR, COUNTY ATTORNEY

By \_\_\_\_\_  
Ed Trompke  
City Attorney

By \_\_\_\_\_  
Courtney Lords  
Assistant County Attorney

Exhibit 1 Project Location

