

ARB10-2

THE CITY OF
PORTLAND



OREGON

DEPARTMENT OF
PUBLIC WORKS

MIKE LINDBERG
COMMISSIONER

OFFICE OF
PUBLIC WORKS
ADMINISTRATOR

621 SW ALDER
PORTLAND, OR 97205

September 18, 1980

TO: Steve Dotterrer, Bureau of Planning
Don Bergstrom, Bureau of Traffic Engineering
Carl Goebel, Water Bureau

FROM: Dave Hill, Engineer IV
Program Management Section

SECTION: City/State Right of Way Agreement for Going Street
Noise Mitigation Project

Enclosed is a copy of a proposed City/State project agreement. I plan to file an ordinance authorizing execution of this agreement September 26, 1980.

If you find problems with this agreement, please call Steve Riddell at 4347 before this date. If the agreement is acceptable, please sign the approval line below and return to 130/725/Riddell.

The signed copies of this transmittal memorandum will be attached to the Bureau file copy of this agreement for future reference and will eliminate the need for advisory signatures on the actual agreement.

STR:mm

Enclosure

APPROVAL

R C Speer

DATE 9-23-80

RELOCATION ASSISTANCE AGREEMENT
N. BASIN AVENUE-PACIFIC HIGHWAY SECTION
N. GOING STREET

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, Highway Division, hereinafter referred to as "State"; and the CITY OF PORTLAND, a municipal corporation within the State of Oregon, acting by and through its designated City Officials, hereinafter referred to as "City".

W I T N E S S E T H :

RECITALS:

1. By authority granted in certain ORS provisions into an Urban System Project Agreement concerning improvement of N. Basin Avenue - Pacific Highway Section of N. Going Street, designated as FAU Route No. 9926, hereinafter referred to as "project". City officials have acted in this matter pursuant to Ordinance No. _____, adopted by its City Council on the _____ day of _____, 1980.
2. City is willing and able to finance its pro rata share of the relocation assistance and all related costs for all expenses incurred by the relocation assistance program.
3. City has entered into an agreement with the Portland Development Commission for services related to right of way acquisition and relocation assistance. Said agreement was approved by City Ordinance Number 149090, passed by City Council on January 3, 1980.
4. City and Portland Development Commission has the staff capable of performing the relocation assistance necessary for the project.
5. City and the State propose to enter into this agreement for the purpose of providing the relocation assistance services necessary for the project. City and State hereby pledge complete cooperation with each other to accomplish these things set forth and agreed upon in this agreement.

NOW THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

CITY OBLIGATIONS

1. City shall submit a relocation plan to assure that adequate housing will be available. Said plan shall have State and Federal Highway Administration approval prior to proceeding with the relocation assistance services being provided for that portion of the project being funded with Federal Highway Administration participation.

2. City will provide all necessary relocation assistance to those persons being displaced by that portion of the project being funded with Federal Highway Administration participation.
3. City shall perform the relocation assistance services in compliance with all provisions and procedures under Federal Aid Highway Program Manual, Volume 7, Chapter 5.
4. City shall report every 30 days to the State on the progress being made in providing the relocation assistances to those persons being displaced by that portion of the project funded with Federal Highway Administration participation.

STATE OBLIGATIONS

1. State shall provide information and advise as necessary to assist City in performing the relocation assistance under this agreement.
2. State shall monitor all work being done under this agreement for compliance with all Federal and State statutes and regulations.

GENERAL PROVISIONS

1. The parties hereto mutually agree and understand that City shall contribute 100 percent of the difference between the actual cost of the project and the amount contributed by the Federal Highway Administration.
2. City shall keep records of its actual costs and expenses incurred in performing the agreed services for the project under this agreement. Said records shall be available to the State and to the Federal Highway Administration at any reasonable time.
3. Department of Transportation Title 49 CFR, Part 21 through Appendix 14, 23 CFR 710.405 (b) and Title VI of Civil Rights Act of 1964, as they may be amended from time to time are hereby incorporated by reference and made a part of this agreement. It is agreed that every City employee and representative engaged in work under this agreement shall perform all official actions in full accord with the spirit and letter of the Constitution and applicable laws, regulations, and policies to assure equality of opportunity for all persons and to avoid even an appearance of discrimination because of race, creed, color, sex or national origin.
4. It is mutually agreed that any change in this agreement must have the approval of the Chief Executive Officer of the City and the Right of Way Manager and Chief Counsel of the Oregon State Highway Division.


IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed on the day and year hereafter written.

The State Highway Engineer, acting under delegated authority from the Oregon Transportation Commission, authorized the Right of Way Manager to approve and execute this contract on behalf of the Commission.

Dated this _____ day of _____, 1980.

APPROVED AS TO FORM:

STATE OF OREGON, by and through
its DEPARTMENT OF TRANSPORTATION,
Highway Division



Ass't. Attorney General
and Counsel

J. B. Boyd, Right of Way Manager

CITY OF PORTLAND, by and through
its City Officials

By _____
Commissioner of Public Works

City Attorney

By _____
City Auditor