

WITHDRAWN

BEFORE THE CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 98-2621  
THE EXECUTIVE OFFICER TO APPROVE )  
AN AMENDMENT TO THE INTERGOVERN- ) Introduced by Mike Burton,  
MENTAL AGREEMENT WITH THE CITY ) Executive Officer  
OF PORTLAND (CONTRACT NO. 920292) )  
TO MANAGE PROPERTIES IN THE TRYON )  
CREEK LINKAGES TARGET AREA. )

WHEREAS, in July 1992, the Metro Council adopted by Resolution No. 92-1637 the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, at the election held on May 16, 1995, the Metro area voters approved the Opens Spaces, Parks and Streams Bond Measure (Measure 26-26) which authorizes Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements; and

WHEREAS, Metro has purchased over 3,100 acres pursuant to Ballot Measure 26-26 and the stated goal of acquiring up to 6,000 acres of open space property throughout the region; and

WHEREAS, Measure 26-26 provided that lands acquired by Metro with the bond funds would be "land banked" with minimal maintenance and no bond funds can be legally used for any operating expenses on these lands; and

WHEREAS, on May 16, 1996, the Metro Council adopted a refinement plan for the Tryon Creek Linkages target area, including a confidential tax-lot-specific map identifying priority properties for acquisition; and

WHEREAS, in July 1996, Metro acquired a 9.6-acre open space property in the Tryon Creek Linkages target area (hereafter "the Foley Property," identified in Exhibit A) with a house on it (hereafter "the Foley House"); and

WHEREAS, on November 13, 1997 the Metro Council adopted resolution 97-2574 which authorized the Executive Officer to execute an intergovernmental agreement (IGA) with the City of Portland (Contract No. 920292) to manage Metro properties, including the Foley Property, in the Tryon Creek Linkages target area; and

WHEREAS, that IGA (Contract No. 920292) set forth management, maintenance, and operation guidelines for the City of Portland, requiring that the properties be managed for passive recreation, pedestrian/bicycle use, and habitat restoration, with the primary goals being the protection of the properties' natural resources, the enhancement and protection of wildlife habitat, and public recreation consistent with these goals; and

WHEREAS, removing the Foley House from the Foley Property is consistent with these management goals; and

WHEREAS, the City of Portland Bureau of Buildings wishes to develop and administer a City contract to demolish and remove the Foley House from the Foley Property, with terms as set forth in an Amendment to the Intergovernmental Agreement, attached as Exhibit B; and

WHEREAS, that IGA Amendment allows the Portland Bureau of Buildings to demolish and remove the Foley House, and for Metro to reimburse the City of Portland for contractor expenses plus a ten percent administrative fee; now therefore

BE IT RESOLVED,

That the Metro Contract Review Board authorizes the Executive Officer to execute the Amendment to the Intergovernmental Agreement with the City of Portland (Contract No. 920292), attached hereto as Exhibit B, wherein the City of Portland Bureau of Buildings will administer the demolition and removal of the Foley House on the Foley Property, identified in Exhibit A.

Adopted by the Metro Contract Review Board this \_\_\_\_\_ day of \_\_\_\_\_,  
1998.

\_\_\_\_\_  
Jon Kvistad, Presiding Officer

Approved as to Form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT****Tryon Creek Watershed Properties**

This Amendment (the "Amendment") is entered into this \_\_\_ day of \_\_\_\_\_, 1998, by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter, located at 600 Northeast Grand Avenue, Portland, Oregon, 97232-2736 ("Metro"), and the City of Portland, located at 1120 S.W. Fifth Avenue, Portland, Oregon 97204 ("the City").

**WITNESSETH:**

WHEREAS, Metro and the City entered into an Intergovernmental Agreement for the Tryon Creek Watershed Properties, (the "Agreement") dated \_\_\_\_\_, to preserve certain Tryon Creek Watershed Properties owned by Metro as open spaces in accordance with the Metro Open Spaces Measure and with the Metro Greenspaces Master Plan, and wherein the City agreed to be responsible for the ongoing management, maintenance, and operation of the Tryon Creek Watershed Properties in accordance with the terms of that Agreement, including all continuing stabilization measures for the Properties;

WHEREAS, the Agreement inadvertently failed to include a provision regarding demolition of the Foley House, a structure on the Foley Property, which is one of the Tryon Creek Watershed Properties subject to the Agreement, which prior to execution of the Agreement Metro had agreed to demolish;

WHEREAS, the City's Bureau of Buildings wishes to develop and administer a City contract to demolish and remove the Foley house from the Foley Property, with reimbursement from Metro as set forth herein;

WHEREAS, Metro and the City wish to amend the Agreement to provide for the demolition of the Foley House;

Now, therefore, the parties agree as follows:

1. The Agreement is hereby amended to provide that the City Bureau of Buildings shall develop and administer a City contract to demolish and remove the Foley House from the Foley Property;

2 Metro agrees to reimburse the City for contractor expenses for the lowest demolition bid, in an amount not to exceed Eight Thousand Nine Hundred Fifty Six Dollars (\$8,956.00), plus a 10% administrative fee, for a total not-to-exceed amount of Nine Thousand Eight Hundred Fifty One Dollars (\$9,851.00);

3. The City shall be fully responsible for obtaining all bids, permits, approvals, authorizations, of whatever kind or nature, related to the demolition of the Foley House, and shall defend, indemnify and save harmless Metro, its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from the demolition of the Foley House or its agreements set forth in this Amendment;

4. Metro will have no further stabilization responsibilities for the Foley property after the house is removed from the site;

5. Seller and Metro hereby ratify and confirm these modifications to the terms of the Agreement. All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth above.

CITY OF PORTLAND

METRO

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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EXHIBIT B

CHANGE ORDER SUMMARY

CHANGE ORDER NO: 2 INITIATION DATE: March 4, 1998

CONTRACT NO: 920292 PROJECT: Tryon Creek Foley Property House Demolition

CONTRACTOR: City of Portland VENDOR #

PROPOSED BY: Greg Wolley, Regional Parks and Greenspaces, Open Spaces Acquisition  
PROJECT MANAGER/DEPARTMENT

FINANCIAL IMPACT

BUDGET CODE/TITLE: 5250-350-02740-X-X-53140-1998, File No. 14.02

Original Contract Sum: \$ 0

Net Change Orders to Date: \$ 0

Contract Sum Prior to this C/O: \$ 0

This Change Order Request: \$ 9,851.00

New Contract Sum, Post C/O: \$ 9,851.00

Fiscal Year 1997 - 98

Appropriation \$

Contract, Paid to Date: \$

Est. Appropriation Remaining: \$

EFFECTIVE DATE(S): Date signed - 6-30-98

REVIEW & APPROVAL:

James Wolley 3/5/98  
DIVISION MANAGER DATE

\_\_\_\_\_  
FISCAL DATE

\_\_\_\_\_  
DEPARTMENT DIRECTOR DATE

\_\_\_\_\_  
BUDGET (MULTI-YEAR ONLY) DATE

\_\_\_\_\_  
DIRECTOR REGIONAL FACILITIES DATE

\_\_\_\_\_  
LEGAL DATE

## Staff Report

### **CONSIDERATION OF RESOLUTION NO. 98-2621 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO APPROVE AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND (CONTRACT NO. 920292) TO MANAGE PROPERTIES IN THE TRYON CREEK LINKAGES TARGET AREA**

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**Date: March 4, 1998**

**Presented by: Charles Ciecko  
Jim Desmond**

#### **PROPOSED ACTION**

Resolution No. 98-2621 requests authorization for the Executive Officer to execute an amendment to the Intergovernmental Agreement (IGA) with the City of Portland (Metro Contract No. 920292), which will allow for the demolition of a house on a Metro open-space property in the Tryon Creek Linkages target area. Approving this resolution would increase the contract by \$9,851.00.

#### **BACKGROUND AND ANALYSIS**

In July of 1996 Metro purchased a 9.6-acre open space property in the Tryon Creek Linkages target area known as the Tree Products Enterprises/Balmer/Foley property (hereafter "the Foley Property"). The Foley Property is one of four properties listed in an intergovernmental agreement with the City of Portland (Contract No. 920292) for the City's management, maintenance, and operation of properties in the Tryon Creek Linkages target area. Resolution No. 97-2574, adopted November 13, 1997, authorized the Executive Officer to execute this agreement.

The staff report for Resolution 97-2574 states under the description of the Tryon Creek Linkages: "Only one of the properties is improved with a residence, and it is anticipated that the house will soon be torn down due to its negative value and dilapidated condition." This house is located on the Foley Property ("the Foley House"). Metro agreed with the City of Portland that Metro would pay to demolish the house as part of ongoing stabilization work on the property.

The IGA did not include specific language for payment of the demolition of the Foley House, although it was understood that Metro would stabilize the property and the City would then be responsible for all future management and operation costs. It was anticipated that Metro would retain a demolition contractor, but upon further examination, it was concluded that it would be a more efficient use of staff time and resources to contract with the City's Derelict Buildings Program.

The house was vacant for over six months, and qualified for the Portland Building Bureau's Derelict Building Program. Under this program, the Buildings Bureau creates and administers demolition contracts to remove houses within its jurisdiction, and is reimbursed for the cost of demolition plus a ten percent administrative fee. The Buildings Bureau has solicited a Request for Bids, has selected the lowest of three bidders, and has hired a contractor for the demolition of the Foley House.

The purpose of the IGA Amendment is to allow Metro to contract with the City of Portland to take responsibility for the demolition of the Foley House.

## **FINDINGS**

Authorization of the Executive Officer's execution of the Tryon Creek Linkages IGA Amendment (Contract No. 920292) is recommended based on the following:

Administration of demolition contracts requires considerable staff time, and detracts from other needed land-based stabilization work. Allowing an agency that has permitting authority and staff which specializes in house demolition work to administer the project is a more efficient approach.

A ten percent administrative fee is reasonable for the services provided, which includes bid procurement, selecting and hiring the contractor, obtaining permits, oversight of demolition, salvage and disposal of materials, and abandonment of the septic tank according to city code requirements.

## **BUDGET IMPACT**

The lowest contracting bid received by the Portland Buildings Bureau for the Foley House demolition was \$8,985.00. This cost, plus reimbursement of the City's administrative expenses, totals \$9,851.00. This includes all permits, demolition, removal, and septic abandonment. This amount would be paid out of Open Spaces bond funds and is within the available Open Spaces Acquisition Division budget for contracted property services for fiscal year 1997-98. Demolition work will be completed in the 1997-1998 fiscal year.

## **Executive Officer's Recommendation**

The Executive Officer recommends adoption of Resolution 98-2621.