

JOINT MANAGEMENT AGREEMENT BETWEEN
CITY OF ATHENA,
UMATILLA COUNTY, AND THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION

City of Athena City Council Resolution Number 2018-03
Umatilla County Board of Commissioners Resolution Number _____
CTUIR Board of Trustees Resolution Number _____

This Agreement is entered into this 8th day of February, 2018 by the City of Athena an incorporated municipality of the State of Oregon, hereinafter referred to as the "City," Umatilla County, a political subdivision of the State of Oregon, hereinafter referred to as "County," and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian tribe, hereinafter referred to as the "CTUIR," also referred to as the "Partners" for the 3rd Street Bridge Replacement & Restoration Project (herein after the 3rd Street Project").

WHEREAS, 3rd Street, within the City and County crosses Wildhorse Creek, which is an important stream for anadromous steelhead and resident fish species; **AND**

WHEREAS, the current concrete box structure/bridge and associated sill wall do not meet state and federal fish passage standards and are aged; **AND**

WHEREAS, the Partners have cooperatively developed a design to replace the structure with a bridge (hereinafter referred to as the "Bridge"); **AND**

WHEREAS, the Bridge is located at the edge of the City limits so that 3rd Street north of the bridge is within the City limits and south of the bridge is outside the City limits; **AND**

WHEREAS, maintenance of the Bridge follows the jurisdictional boundary so that the City maintains that portion contained within the City limits and the County maintains the southern half of the bridge; **AND**

WHEREAS, the CTUIR and the Umatilla Basin Watershed Council (UBWC) have conducted a feasibility study to determine the most appropriate means to restore fish passage at the Bridge; **AND**

WHEREAS, the feasibility study concluded that the most appropriate means for eliminating the fish passage barrier was to remove all of the current structure, replace the bridge and construct a roughened channel; **AND**

WHEREAS, CTUIR, City, County, Oregon Department of Fish and Wildlife and UBWC are preparing a design for the replacement Bridge and constructing a roughened channel to restore fish passage at this site; **AND**

WHEREAS, the City has passed a resolution supporting the replacement of the bridge; **AND**

WHEREAS, the County supports replacing the bridge; **AND**

WHEREAS, CTUIR and UBWC are raising funds to finance most of the construction costs associated with the Bridge replacement;

WHEREAS, the City and County are authorized to enter into this Agreement with the CTUIR pursuant to ORS 190.110.

NOW THEREFORE, BE IT MUTUALLY AGREED TO BY AND BETWEEN THE COUNTY AND THE CITY:

AGREED, that the parties agree that this Agreement for maintenance and cost-sharing, based on the benefits to each Partner, is necessary to establish the fair and reasonable apportionment of costs and maintenance responsibilities between the County and City; **AND**

AGREED, the City agrees to acquire full ownership of the newly completed 3rd Street bridge and complete any necessary future maintenance, including the street approach from the north; **AND**

AGREED, the City agrees to maintain the approaches to the replacement bridge from the south; **AND**

AGREED, that the Partners agree to diligently pursue the completion of the 3rd Street Project and to provide such support and assistance as necessary to accomplish completion of the project; **AND**

AGREED, that the design and specifications for the 3rd Street Project will be jointly determined by the Partners; **AND**

AGREED, the City will serve as the lead agency and will administer the project design standards in accordance with state and federal requirements; **AND**

AGREED, the CTUIR will assume the lead role in completing the design and performing construction oversight on the project; **AND**

AGREED, the City will coordinate with the Oregon Department of Transportation to register the new bridge and complete annual bridge inspections; **AND**

AGREED, the County will provide dump trucks and haul the old bridge and concrete materials to the property of 345 South Old Hwy 11, Adams, Oregon 97810; **AND**

AGREED, should any dispute arise concerning any provisions of this Agreement, or the Partners' rights and obligations thereunder, the Partners shall meet and confer in an attempt to resolve the dispute prior to commencement of any legal action by any of the Partners. Any Partner proposing legal action shall provide to the other Partners thirty (30) days written notice. During the thirty (30) day notice period, the Partners shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that the Partners may have; **AND**

AGREED, that if the Agreement is not extended, it shall expire on _____, 2020; **AND**

AGREED, that the Director of the Umatilla County Public Works Department and the City of Athena Recorder/City Administrator will be jointly responsible for administering this Agreement; **AND BE IT FINALLY**

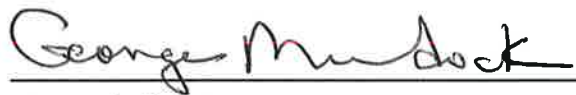
AGREED, that executed copies of this Agreement shall be filed or posted online as required by section _____ of the Revised Code of Oregon on prior to this Agreement becoming effective.

IN WITNESS WHEREOF, the parties hereto have mutually executed this Agreement to be effective as of the 8th day of March 2018.

Attest:

 Date 2-8-18
John Shafer, Mayor, City of Athena

Umatilla County Board of Commissioners


Commissioner


Commissioner


Commissioner



March 8, 2018
Date