

Approved: Hunter & Versteeg
MCH:pf
5/27/82

Misc. Contracts & Agreements
No. 7693

THROUGHWAY AGREEMENT

THIS THROUGHWAY 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 UMATILLA COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of County Commissioners, hereinafter referred to as "County".

W I T N E S S E T H

RECITALS

1. For the purpose of developing a highway system adopted in all particulars to the needs of the people of the State of Oregon, and for the safe and expeditious flow of traffic, State and County plan and propose to construct the Hermiston-NCL Stanfield Section of the Umatilla-Stanfield Highway, State Primary Highway No. 54, as a "throughway" as that term is defined in ORS 374.010, hereinafter referred to as "project". The location of the project is approximately as shown on the plan sheets attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. By the authority granted in ORS 366.770 and 366.775, State may enter into cooperative agreements with the various counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ORS 374.060, State may, with the official approval of County, close any street, highway or road at or near the point of its intersection with a throughway; or make provisions for carrying the street or road over or under the throughway; or provide a connection with a throughway by means of a utility or service road to a suitable point of connection; and do any and all work on the street, highway or road as is necessary therefore.
4. By the authority granted in ORS 374.065, no street or road shall, after the establishment of the throughway, be constructed running into or intersecting the throughway unless the plans and specifications have first been submitted to and approved in writing by the Oregon Transportation Commission and made a matter of official record.
5. By the authority granted in ORS 366.320(3), all rights-of-way owned or held by County over or along any roads adopted as State Highways are vested in State.

6. By the authority granted in ORS 271.330(1) State, or any political subdivision within the State, has the express power to relinquish the title to any of its property to any other government body or political subdivision within the State, provided such property shall continue to be used for public purposes.

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

STATE OBLIGATIONS

1. State shall conduct the necessary field surveys, soils investigations and hydraulic studies, obtain the necessary right-of-way, easements and permits, perform all preliminary engineering and design work required to prepare plans, specifications and estimates, advertise for bid proposals, award all contracts, furnish all construction engineering, material testing, technical inspection and project manager services for administration of the contract and, upon completion of construction, thereafter perform all necessary maintenance operations along the Throughway, approximately as shown colored in green on the attached Exhibit A.

2. State shall locate and construct, or reconstruct certain road connections to the existing highway and county roads and, upon completion of construction, shall dispose of for public purposes only all State's right, title and interest in those portions of roads lying outside the access control boundaries of the throughway. All jurisdiction, maintenance and control thereupon shall pass to County to be performed at County's sole expense. Said roads are approximately as shown colored in orange on the attached Exhibit A.

3. State shall close certain existing roads, portions of which may be under the jurisdiction of County, at the approximate locations shown by means of red lines on the attached Exhibit A. Said closures shall be accomplished by erection of a barrier or obliteration of the existing roadway and include warning signs, where applicable.

4. State shall, without cost to County, relocate or cause to be relocated all existing privately-owned utility conduits, lines, poles, mains, pipes and other such facilities that are located on private property where such relocation is necessary to conform said utilities to the plans for the project. If requested by County, State shall arrange for any required adjustment or relocation of utilities lying outside State jurisdiction but under County jurisdiction, acting on behalf of County.

COUNTY OBLIGATIONS

1. County agrees that no county road shall be constructed running into or intersecting the throughway without prior written approval of State, in compliance with ORS 374.065.

2. County acknowledges the effect and scope of ORS 366.320(3) and, pursuant thereto, consents to the vesting in State of those portions of County right-of-way lying within the right-of-way boundaries of the throughway.

3. County consents to the closure of those roads, streets and ways referred to in paragraph 3 under STATE OBLIGATIONS.

4. County shall, upon completion of construction, assume at its sole expense all jurisdiction, maintenance and control of those portions of road connections referred to in paragraph 2 under STATE OBLIGATIONS, with all State's right, title and interest passing to County. Said portions of roads and highways lie outside the access control area of the throughway and are approximate as shown on the attached Exhibit A, colored in orange.

5. County shall, upon request by State, and without cost to State, relocate or reconstruct, or cause to be relocated or reconstructed, all privately or publicly-owned utility conduits, lines, poles, mains, pipes and all other such facilities, where such utilities or facilities are located within the right-of-way or any presently existing county road where such relocation or construction is necessary in order to conform the utilities or facilities to the plans for the project. County may request State to arrange for said relocation, acting on behalf of County.

6. County shall enter into and execute this agreement during a regularly convened session of its Board of County Commissioners.

GENERAL PROVISIONS

1. The parties hereto agree and understand that they will comply with all applicable Federal and State statutes and regulations, including but not limited to: Title 6, U.S.C., Civil Rights Act; Title 18, U.S.C., Anti-Kickback Act; Title 23, U.S.C., Federal Aid Highway Act; Titles 2 and 3 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; and Office of Budget and Management Circulars Nos. A-87 and A-102, Attachments G and P.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

This project was approved by the Oregon Transportation Commission on January 19, 1982 as a part of the Six Year Highway Improvement Program (page 43).

The Oregon Transportation Commission, by a duly adopted delegation order, authorized the State Highway Engineer to sign this agreement for and on behalf of the Commission. Said authority is set forth in the Minutes of the Oregon Transportation Commission.

APPROVAL RECOMMENDED

Region Engineer

STATE OF OREGON, by and through
its Department of Transportation,
Highway Division

By _____
State Highway Engineer

Date _____

UMATILLA COUNTY, by and through its
Board of County Commissioners

By _____
Chairman

By Robert Tom York
Commissioner

By C. K. Smith
Commissioner

T.4N,R.29E,W.M.

HERMISTON-STANFIELD N.C.L. Sec.				SHEET No.
UMATILLA-STANFIELD HIGHWAY				9
UMATILLA COUNTY				TOTAL SHEETS
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	See Index
10	OREGON			

