

ORDINANCE NO. 988

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND THE CANBY SCHOOL DISTRICT FOR THE CONSTRUCTION OF A TRACK AND TRAIL AT TROST ELEMENTARY SCHOOL TO BE USED BY THE STUDENTS AND STAFF OF TROST SCHOOL AND THE PUBLIC AT LARGE; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby and the Canby School District are interested in establishing a track and trail located on the grounds of Trost Elementary School for use by the students and staff of Trost School and the public at large; and

WHEREAS, the City and School District are authorized pursuant to ORS 190.110 to enter into an intergovernmental agreement to provide for the construction of such track and trail project; and

WHEREAS, the City and School District have agreed upon terms and conditions for implementing an intergovernmental agreement, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the City of Canby's portion of the project will be a contribution of \$15,000.00, which requires approval by ordinance under Canby's Municipal Charter; not therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

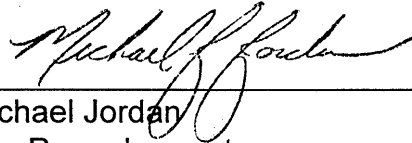
Section 1. The City Administrator is hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an intergovernmental agreement with the Canby School District to provide for construction of a track and trail project to be located upon the grounds of Trost Elementary School for use by the students and staff of Trost School and the public at large. The copy of said contract is attached hereto and marked as Exhibit "A" and by this reference fully incorporated herein.

Section 2. Emergency Declared.

It being necessary for the health, safety and general welfare of the citizens of Canby, that these public improvements be completed as soon as possible, an emergency is hereby declared to exist and this ordinance shall take effect immediately

upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, March 18, 1998, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, April 1, 1998, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at Canby City hall in Canby, Oregon.

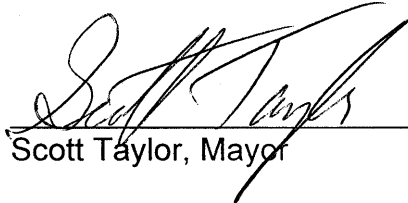


Michael Jordan
City Recorder pro tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 1st day of April, 1998, by the following vote:

YEAS 5

NAYS 0



Scott Taylor, Mayor

ATTEST:



Michael Jordan, City Recorder pro tem

**LOCAL AGENCY AGREEMENT
TROST SCHOOL/CITY OF CANBY TRACK AND TRAIL PROJECT**

THIS AGREEMENT is made and entered into by and between THE CITY OF CANBY, a municipal corporation of the State of Oregon, hereinafter referred to as "City", and the CANBY SCHOOL DISTRICT, a political subdivision of the State of Oregon, hereinafter referred to as "District".

By the authority granted in ORS 190.110, City may enter into cooperative agreements with other units of local government for the performance of work on certain types of improvements projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

This agreement provides the basis for a cooperative working relationship for the purpose of establishing and maintaining a track and trail at Trost elementary School for use by students and staff of Trost Elementary and the public at large.

I. Description of Project

A one half mile pathway consisting of an eight foot paved path for walking, roller blading, bicycling and the like together with a four foot cedar chip path for running and jogging and the like. Long term plan is to add fitness stations around pathway.

II. Scope of Work and Cooperation

A. The City of Canby agrees to accomplish the following under this agreement:

1. Provide for engineering and design of the project including excavation.
2. Provide in-kind service as needed for construction
3. Provide maintenance for project (limited to 50% of direct cost).

B. The School District agrees to accomplish the following under this agreement:

1. Provide construction administration of the project.
2. Obtain all construction permits.
3. Provide utility and water support.
4. Provide supervision of use.
5. Provide maintenance for project (limited to 50% of direct cost).

III. Cost of Project

The City will commit up to Fifteen Thousand Dollars (\$15,000.00) towards its share of the cost of construction of the project, in addition to the components described in Section II A above. Likewise, the District will commit up to Fifteen Thousand Dollars (\$15,000.00) for its share of construction costs in addition to the components described

in Section II B above.

IV. Future Improvements

The District may make future improvements to the project. Should the District desire participation by the City in the costs of developing any future improvements, the District must first obtain the City's approval to participate.

V. Liaison Responsibility

Beth Saul, Recreation Services Director, or her duly authorized representative will act as liaison for the City and John Falkenstein, or his duly authorized representative will act as liaison for the District.

VI. Special Requirements

A. The District and City agree to comply with all applicable local, state and federal ordinances, statutes and regulations and any applicable city or county comprehensive plans, land use ordinances or regulations.

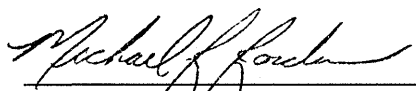
B. The District and the City agree to indemnify, save harmless and defend the other, its officers, councilors and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to person or property caused by the errors, omissions, fault or negligence of the District or City and the District or City employees which arise from the duties or conduct which is in any way related to this agreement.

VII. Amendment

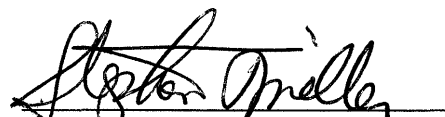
This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

It is so Agreed:

Dated this 7th day of April, 1998.



Michael Jordan, Administrator
City of Canby



Steve Miller, Superintendent
Canby School District