

RESOLUTION NO. 672-R

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTER-GOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY FOR MAINTENANCE OF CITY STREETS.

WHEREAS, the City of Troutdale has negotiated a road maintenance service agreement with Multnomah County; and

WHEREAS, the levels of service provided by the maintenance agreement are equal or better than that currently provided by the City of Troutdale; and

WHEREAS, it is in the best economic interest of the City of Troutdale to enter into this agreement for fiscal year 1987-88.

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

The City of Troutdale Council authorizes the Mayor to execute the attached agreement with its attendant exhibits.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 9TH DAY OF JUNE, 1987.

YEAS 4

NAYS 0

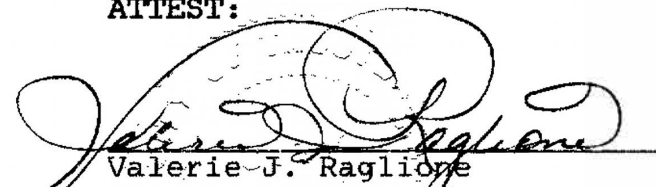
ABSTAINED 0



Sam K. Cox, Mayor

Date Signed: JUNE 9, 1987

ATTEST:



Valerie J. Raglione
City Recorder

CS41:45

AGREEMENT
WITH CITY OF TROUTDALE FOR
MAINTENANCE OF CITY STREETS

THIS CONTRACT, made and entered into as of the 9TH day of JUNE, 19 87, by and between Multnomah County, a home rule political subdivision of the State of Oregon, hereinafter referred to as "County," and City of Troutdale, a municipal corporation, hereinafter referred to as "City."

W I T N E S S E T H:

WHEREAS, City of Troutdale requires services which County is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, County is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and terms and conditions set forth hereinafter, the parties agree as follows:

1. TERM.

The term of this Agreement shall be from July 1, 1987, to and including June 30, 1988, unless sooner terminated under the provisions hereof.

2. SERVICES.

County's service under this agreement shall consist of performing certain maintenance functions as shown on Summary of Estimated Cost Sheet for Fiscal Year 87-88 (Exhibit "A"). The specific maintenance functions consist of the following:

A. Asphaltic Paving, Crack Sealing, Grinder Patching, Skin Patching and Miscellaneous Work on various streets shown on attached Exhibits "B," "C," "D," "E," and "F" attached hereto, and by this reference made a part hereof; and

B. Chip Sealing at the option of the City on various streets shown on attached Exhibit "G" attached hereto, and by this reference made a part hereof.

3. COMPENSATION.

A. City agrees to compensate County a total amount not to exceed Fifty-four Thousand Five Hundred Dollars (\$54,500.00) for performance of those services hereunder, which payment shall be based upon the following terms:

1. The City will reimburse the County for direct cost for work necessary to fulfill the terms of the agreement. The direct cost shall be the sum of base salary cost, fringe benefits, and overhead except for the paving cost which shall be based upon the bid prices contracted for through a third party and direct cost for inspection.

2. The estimated cost by work activity on each street is indicated on Exhibits "B," "C," "D," "E," "F," and "G" attached hereto and by this reference made a part hereof.

3. City agrees if the costs of performing these services exceeds \$54,500, City shall delete work activities in a sufficient number to maintain the total cost of the contract at the \$54,500 figure. The work activities to be deleted shall be determined by the City.

4. The County shall compile accurate cost accounting records and submit itemized bills, no later than bi-monthly, to the City for all costs authorized by this agreement. The City agrees to pay the bills within 30 days of receiving the bill.

B. City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. EARLY TERMINATION.

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1. by mutual written consent of the parties;
2. by either party upon 30 days written notice to the other, delivered by certified mail or in person; or
3. by City, effective upon delivery of written notice to County by certified mail or in person.

B. Payment of County shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by County against City under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation or liability of County or City which accrued prior to such termination.

5. SUBCONTRACTS OR ASSIGNMENT.

County shall neither subcontract with others for any of the work prescribed herein, nor assign any of County's rights acquired hereunder except for the Asphaltic Paving Activity which may be contracted with a third party along with a County contract for the paving of County Roads; City by this agreement incurs no liability to the third person for payment of any compensation provided herein to County.

6. ACCESS TO RECORDS.

City shall have access to such books, documents, papers and records of County as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

7. WORK IS PROPERTY OF CITY.

All work performed by County under this Agreement shall be the property of City.

8. ADHERENCE TO LAW.

A. County shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning worker's compensation and minimum and prevailing wage requirements.

B. County shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, nondiscrimination in services and affirmative action, including all regulations implementing Executive Order No. 11246 of the President of the United States, Section 402 of the Vietnam Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1973. County shall maintain copies of said laws and regulations on file with its duly appointed Affirmative Action Officer.

9. The County shall, subject to the limitations of the Oregon Tort Claim Act, indemnify, defend and save City harmless from any and all claims, suits or actions for damage or loss to property, or injury or death of any person arising out of or in connection with the County performing the maintenance services.

10. MODIFICATION.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

11. INTEGRATION.

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

CITY OF TROUTDALE

MULTNOMAH COUNTY, OREGON

By *Sam K. Lee*
Mayor

By *Gladys McCoy*
Gladys McCoy, Chair

By *James D. Kessel*
City Recorder

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By *Wally Billings*
Deputy County Counsel

EXHIBIT "A"

Summary of Estimated Costs for Troutdale
Fiscal Year 87-88

Asphalt Paving	\$14,500
Crack Sealing	7,000
Grinder Patching	11,100
Skin Patching	3,000
Miscellaneous	1,100
Total	\$36,700
Contingency 5%	1,800
Total	\$38,500
Chip Sealing (Optional)	16,000
Total	\$54,500

Troutdale Asphalt Paving

<u>Street</u>	<u>FROM</u>	<u>To</u>	Cost
21st St.	Beaver Crk. Ln.	Troutdale Rd.	\$12,318
Sandy Ct.	21st	Cul-de-sac	<u>1,586</u>
			\$13,904

Estimated cost is \$14,500 due to cleanup and inspection.

Troutdale Crack Sealing

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material (Cubes)</u>	<u>Labor (Hours)</u>	<u>Cost (Dollars)</u>
Evans Ave.	Stark St.	Lewellyn Ave.	2	2	283
Lewellyn Ave.	Evans Ave.	Evans Ave.	3	2	332
26th Ct.	Lewellyn Ave.	Cul-de-sac	1/4	1/4	40
28th Ct.	Lewellyn Ave.	Cul-de-sac	1/4	1/4	40
29th Ct.	Lewellyn Ave.	Cul-de-sac	1/2	1/2	76
30th Ct.	Lewellyn Ave.	Cul-de-sac	1/4	1/2	76
Pelton Ct.	26th St.	Cul-de-sac	1/4	1/2	76
Hicklin Ct.	26th St.	Cul-de-sac	3/4	1/2	80
26th St.	Evans Ave.	Lewellyn Ave.	1/2	1/2	76
Hudson Ct.	23rd St.	No. & So.		Utility cut	40
23rd St.	Lewellyn Ave.	Dead End	1/2	1/2	76
Pelton Ave.	Evans Ave.	Sweetbriar Ln.	3	2	332
34th Cir.	Pelton Ave.	Cul-de-sac	1/4	1/2	76
35th Ave.	Pelton Ave.	Cul-de-sac	2	3/4	133
Clark Ct.	Sweetbriar Ln.	Cul-de-sac	1/4	1/2	76
Evans Ave.	Sweetbriar Ln.	Stark St.	2	2	284
36th St.	Evans Ave.	Pelton Ave.	2	1	168
Helen Ct.	36th St.	Cul-de-sac	1	1/2	84
Lewis Ct.	Evans Ave.	Cul-de-sac	1/4	1/2	70
34th Cir.	Troutdale Rd.	Cul-de-sac	1	1/2	84
19th St.	Troutdale Rd.	19th Pl.	1/4	1/4	40
18th St.	Beaver Crk. Ln.	18th Pl.	1/4	1/4	40
13th St.	Troutdale Rd.	Kibling Ave.	2	1	168
Kibling Ave.	12th St.	13th St.	2	1	168
12th St.	Harlow Pl.	Kibling Ave.	1/2	1/2	76
Harlow Pl.	12th St.	13th St.	1/2	1/2	76
Autumn Way	Troutdale Rd.	Cherry Park Rd.	1	1/2	84
Harvest Pl.	Autumn Way	Cul-de-sac	1/2	1/4	43

Troutdale Crack Sealing

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material (Cubes)</u>	<u>Labor (Hours)</u>	<u>Cost (Dollars)</u>
Knarr Ct.	17th St.	Cul-de-sac	1/2	1/2	76
21st St.	Beaver Crk. Ln.	Troutdale Rd.	3	1-1/2	252
Harlow Ave.	Beaver Crk. Ln.	Beaver Crk. Ln.	1	1/2	84
Beaver Crk. Ln.	Troutdale Rd.	Dead End	2	1-1/2	238
Kendell Ct.	Cherry Park Rd.	Cul-de-sac	1/2	1/2	76
Doolittle St.	Cherry Park Rd.	Cul-de-sac	1/4	1/4	40
Hewitt Ave.	Cherry Park Rd.	Wright Pl.	1/2	1/2	76
Wright Ct.	Cherry Park Rd.	Cul-de-sac	1/2	1/2	76
SW 14th Ave.	262nd Ave.	Cul-de-sac	4	2	337
SW 15th St.	262nd Ave.	Cul-de-sac	1-1/2	1/2	91
SW Clara St.	15th St.	Cul-de-sac	1/2	1/2	76
SW 15th St.	262nd Ave.	Kings Byway	1	1/2	84
SW 19th Cir.	262nd Ave.	Cul-de-sac	2	1	168
SW 19th Pl.	262nd Ave.	Kings Byway	1	1/2	84
Wright Ct.	Hensley Rd.	Dead End	1/2	1/2	76
28th St.	257th Ave.	Hewitt Ave.	1/2	1/2	76
25th St.	McGinnis Ave.	26th Ave.	1/2	1/2	76
26th St.	McGinnis Ave.	Latdurell Pl.	1/2	1	145
Indian Mary Ct.	26th St.	Cul-de-sac	1/4	1/2	76
22nd Ave.	Indian John Ave.	23rd St.	3	1-1/2	252
Mitchell Ct.	22nd St.	Cul-de-sac	1/2	1/2	76
Indian John Ave.	22nd St.	24th St.	1/2	1/2	76
Edgefield Pl.	24th St.	Cul-de-sac	1/2	1/2	76
Indian Mary Ct.	22nd St.	Cul-de-sac	1/4	1/2	74
23rd Cir.	23rd St.	Cul-de-sac	1/4	1/2	74
7th	Sundial Rd.	Dead End	3	2	<u>321</u>
					6,353

Estimated cost of \$7,000 which includes 10% additional for travel time and possible additional cracking.

Troutdale Grinder Patching

<u>Street</u>	<u>From</u>	<u>To</u>	Material Tons <u>Asphalt</u>	Labor (Hours)	Cost (Dollars)
Pelton Ave.	Evans Rd.	Sweetbriar Ln.	8	6	2,338
35th Cir.	Pelton Ave.	Cul-de-sac	6	4	1,737
				(Grader)	
Evans Ave.	Sweetbriar Ln.	Stark St.	2	3	787
Harvest Pl.	Autumn Way	Cul-de-sac	1	1	382
17th St.	Beaver Crk. Ln.	Dead End	8	4	1,621
21st St.	Beaver Crk. Ln.	Troutdale Rd.	8	4	1,621
Helen Ct.	36th	Cul-de-sac	6	4	<u>1,574</u>
					10,060

Estimated cost of \$11,100 which includes 10% additional for travel time and possible additional hand work.

Troutdale Skin Patching

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material Tons Asphalt</u>	<u>Labor (Hours)</u>	<u>Cost (Dollars)</u>
Helen Ct.	36th St.	Cul-de-sac	1	2	272
Kibling Ave.	13th St.	12th St.	1/2	1	135
14th St.	Chapman Ave.	Harlow Ave.	1	1	149
12th St.	Chapman Ave.	Dead End	1	1	149
Beaver Crk. Ln.	Troutdale Ln.	Dead End	2	3	419
Kendall Ct.	Cherry Park Rd.	Cul-de-sac	2	3	419
8th Cir.	Kings Byway	Cul-de-sac	1	1	149
14th St.	262nd Ave.	Cul-de-sac	1/2	1	135
Clara St.	15th St.	Cul-de-sac	1	3	395
SW Kings Byway	19th Pl.	Dead End	1	1	149
Laura Ct.	Hensley	Dead End	1	1	149
SW 22nd St.	Indian John Ave.	23rd St.	1	1	<u>149</u>
					2,669

Estimated cost of \$3,000 which includes 10% additional for travel and possibly additional skin patching.

Troutdale Miscellaneous Work

<u>Street</u>	<u>From</u>	<u>To</u>	
Evans Rd.	Stark	Lawellyn Ave.	Chuckhole at hse #2627
Lewis Ct.	29th St.	Cul-de-sac	1 small chuckhole and 1 10' crack
Lewellyn Ave.	Evans Rd.	Evans Rd.	4" pothole, hse #17041
19th St.	Troutdale Rd.	19th Pl.	Catch Basin repair hse #513
13th St.	Troutdale Rd.	Kibling Ave.	Settlement
Fox Ct.	Cherry Park Rd.	Cul-de-sac	Sewer settlement
SW 15th St.	262nd Ave.	Kings Byway	CB repair
19th Pl.	262nd Ave.	Kings Byway	Settlement hse #503
Mitchell	22nd St.	Cul-de-sac	CB repair
22nd St.	Larsson St.	Brink Ave.	Settlement hse #2342