

RESOLUTION NO. 697-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 applicable to or exceeding established City standards; and

WHEREAS, it is in the best economic interest of the City of Troutdale to enter into this agreement for fiscal year 1988-89.

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

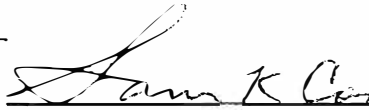
The City of Troutdale Council authorizes the Mayor to execute the attached agreement with its attendant exhibits.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 24TH DAY OF MAY, 1988.

YEAS 5

NAYS 0

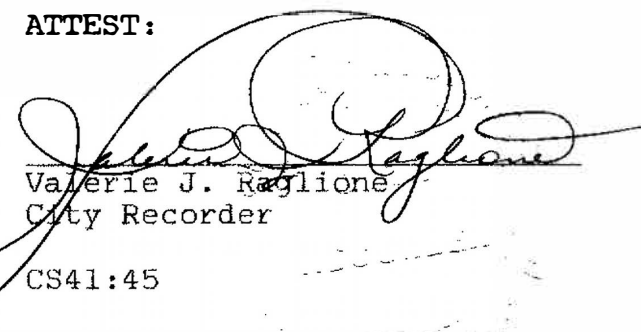
ABSTAINED 0



Sam K. Cox, Mayor

Date Signed: 5/26/88

ATTEST:



Valerie J. Raglione
City Recorder

CS41:45

SUPPLEMENT NO. 1
TO

Agreement dated July 1, 1987, the "Agreement" herein, 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."

The Agreement by its terms expire on June 30, 1988.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1989, and amended to include Exhibits A through G attached thereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Troutdale

Multnomah County, Oregon

By Sam K Cox
Mayor

Gladys McCoy, Chair

By [Signature]
City Recorder

APPROVED AS TO FORM:

Laurence Kressel
County Counsel for
Multnomah County, Oregon

By _____
Deputy County Counsel

AGREEMENT
WITH CITY OF TROUTDALE FOR
MAINTENANCE OF CITY STREETS

THIS CONTRACT, made and entered into as of the 9TH day of JUNE, 1987, 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. SERV ICES.

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. Johnson
City Recorder

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

BY Wally Billups
Deputy County Counsel

Exhibit A

SUMMARY OF ESTIMATED COSTS FOR TROUTDALE
FISCAL YEAR 88-89

Contract Asphalt Paving	\$21,125.00
Contract Asphalt Paving Preparation	718.00
Crack Sealing	6,686.00
Asphalt Grinder Patching	2,430.00
Chip Sealing	<u>11,268.00</u>
Total	\$42,227.00

Estimated cost of \$42,227 which includes additional for travel time, mobilization, and unforeseen additional work.

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TROUTDALE CONTRACT ASPHALT PAVING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
*Kendall Ct.	Cherry Park Rd.	Pt. 433' S. of Cherry Park Rd.	\$ 4,109
14th St.	SE 262nd Ave.	Pt. 738' W of 262nd	6,845
34th Cir.	Troutdale Rd.	Pt. 712' E. of Troutdale Rd.	<u>8,250</u>
	Total		\$19,204

Estimated cost \$21,125 due to inspection costs.

*Kendall Ct. may be delayed until Spring 1989 due to a proposed storm sewer project.

Exhibit C

TROUTDALE CONTRACT ASPHALT PAVING PREPARATION

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Clean Up</u>	<u>Cost</u>
Kendall Ct.	Cherry Park Rd.	S. 433'	3 hrs manual work 1 hr sweep	\$138 70
14th St.	SE 262nd Ave.	W. 738"	3 hrs manual work 1 hr sweep	138 70
34th Cir.	Troutdale Rd.	E. 712'	3 hrs manual work 1 hr sweep	138 <u>70</u>
	Total			\$624

Estimated cost \$718 for travel and unforeseen work.

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Exhibit D

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	Stark	Lewellen	1	2	333
Lewellen	Evans	Evans	1	1	183
Pelton Ave.	Evans	Sweetbriar	2	1	197
35th Cir	Pelton	Cul-de-sac	1	1	183
Evans	Sweetbriar	Stark	1	1	183
Helen Ct.	36th	Cul-de-sac	1/2	1/2	87
36th	Evans	Pelton	1	1 1/2	254
Corbeth Ln	Troutdale Rd.	100' S of 26th Cir	2	1 1/2	267
13th St.	Troutdale Rd	Kibling Ave.	1/2	1/2	87
Kibling Ave.	13th St.	12th St.	1 1/2	1	180
Chapman Ave.	Troutdale Rd.	Beavercreek Ln	1/2	1/2	87
SW McGinnis	SW 22nd St.	Cul-de-sac S of 26th	1	1/2	94
4th St.	Buxton	W. to City Shops	1/2	1/2	87
SE Sandy	3rd	Troutdale Rd	7	5	893
SW 22nd St.	Indian John Av	23rd St.	2	1 1/2	267
Sweetbriar Ln	Troutdale Rd	100' S of 40th St.	15	6	1,206
40th St.	Troutdale Rd.	Sweetbriar Ln	9	4	760
Stott Ave.	Sweetbriar Ln	40th St.	5	2 1/2	<u>466</u>
		Total			\$5,814

Estimated cost of \$6,686 which includes travel time and additional cracking.

TROUTDALE ASPHALT GRINDER PATCHING

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Material</u> <u>(Tons A.C.)</u>	<u>Labor</u> <u>(Hours)</u>	<u>Cost</u> <u>(Dollars)</u>
Pelton Ave.	Evans	Sweetbriar Ln	4	4	\$1,421
36th	Evans	Pelton	1	2	<u>788</u>
		Total			\$2,209

Estimated cost of \$2,430 which include travel time, mobilization, and additional hand work

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Exhibit F

Troutdale 1/4 - 10 Chip Sealing

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
40th Ave.	Troutdale Rd	Sweetbriarn Ln	\$2,521
Leonore Circle	40th Ave.	Cul-de-sac	538
Knarr Circle	40th Ave.	Cul-de-sac	385
Kibling Court	40th Ave.	Cul-de-sac	813
Dora Ct.	40th Ave.	Cul-de-sac	851
Sandy Circle	Stott Ave.	Cul-de-sac	975
Stott Circle	Stott Ave.	Cul-de-sac	573
Stott Court	Stott Ave.	Cul-de-sac	605
Celestia Circle	Stott Ave.	Cul-de-sac	365
Stott Ave.	Sweetbriar Ln.	40th Ave.	1,178
Douglas Ct.	Sweetbriar Ln	Cul-de-sac	587
Harlow Ct.	Sweetbriar Ln	Cul-de-sac	<u>853</u>
		Total	\$10,244

The estimated cost is \$11,268 due to travel, mobilization, and extra work around catch basins and manholes.

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Exhibit G

CITY OF TROUTDALE

For emergency, and unforeseen work as required and agreed to by the City and the County.

Costs to be billed at current employee, equipment, material, and overhead charges.

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