

RESOLUTION NO. 1394

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY FOR THE STARK STREET / TROUTDALE ROAD INTERSECTION PROJECT

WHEREAS, Stark Street and Troutdale Road are County Roads which intersect in the City of Troutdale; and

WHEREAS, this intersection has experienced increased congestion and several accidents and near-accidents; and

WHEREAS, Multnomah County has a project to add turn lanes and turn signals, if warranted, at this intersection; and

WHEREAS, Multnomah County is unable to fund the entire cost of this project at this time due to higher priority projects; and

WHEREAS, Multnomah County will be able to accomplish this project if the City contributes \$100,000; and


WHEREAS, this project is included in the City's Capital Improvement Plan which supports the assessment of transportation system development charges; and

WHEREAS, funding for this project is included in the City's FY 1998-99 Street Improvement Fund Budget.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

That the Mayor is authorized to enter into an Intergovernmental Agreement with Multnomah County for the Stark Street/Troutdale Road Intersection Project.

YEAS: 7
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor
Dated: 8-17-98


George Martinez, City Recorder

Adopted: 8-11-98

**INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY AND CITY OF TROUTDALE
For the Stark Street/Troutdale Road Intersection Project**

This Agreement is entered into on Sept. 24, 1998 between the City of Troutdale, Oregon (City), and Multnomah County, Oregon (County), pursuant to the authority granted in ORS Chapter 190.

RECITALS

WHEREAS, the purpose of this Agreement is to detail the responsibilities, compensation and services to be provided by both Multnomah County and the City of Troutdale regarding the Stark Street/Troutdale Road Intersection Project; and

WHEREAS, the Board of County Commissioners and the Troutdale City Council both recognize the need to improve this intersection to meet safety and capacity needs; and

WHEREAS, the City of Troutdale recognizes funding shortfalls being experienced by Multnomah County and desires to form a partnership to provide funding and expedite completion of this project.

NOW, THEREFORE, the parties do mutually agree as follows:

I. SCOPE OF WORK

A. The County agrees to perform the following services:

1. Complete project design, prepare plans and specifications, acquire right-of-way if necessary, prepare contract and bidding documents and call for bids. The project will include, as a minimum, left turn lanes on each leg of the intersection and protected/permissive left turn signals on each leg if warranted.
2. Award the contract for construction of the project and administer the contract.
3. Operate and maintain the completed intersection improvements.
4. Confer with the City on a regular basis and promptly respond to any inquiries from City personnel in regard to this subject.
5. Optionally, as the City elects, upon mutual agreement between the City and County, the County may provide additional project development and construction contract services.

B. The City agrees to perform the following services:

1. Respond promptly to inquiries from County personnel in regard to this project.
2. Pay invoices received from the County as provided for in Sections V and VI within thirty (30) days after receipt.

II. TIME PERFORMANCE/SCHEDULE

- A. The County shall advertise the contract for bid by September 1998, and complete the construction by December, 1998.
- B. In the event of unforeseen circumstances beyond the control of the County, the "Time of Performance" may be amended as set forth in Section VII, "Amendment of Agreement."

III. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of the signing of this agreement and shall terminate upon final payment by the City to the County.

IV. ESTIMATED COST

The estimated cost for the project is \$200,000.

V. COMPENSATION BY CITY

The City shall pay the County a fixed amount of \$100,000 toward the construction cost.

VI. BILLING PROCEDURES AND PAYMENT

- A. The County will make payments to its contractor(s) with the terms of the contract(s).
- B. The County will submit an invoice to the City as stipulated in Section V within sixty (60) days following completion of the project. The City will pay such invoice within thirty (30) days after receipt.

VII. AMENDMENT OF AGREEMENT

The City and the County may amend this agreement from time to time by mutual written agreement.

VIII. NON-APPROPRIATION CLAUSE

This agreement is subject to future appropriations by any future City Council or Board of County Commissioners.

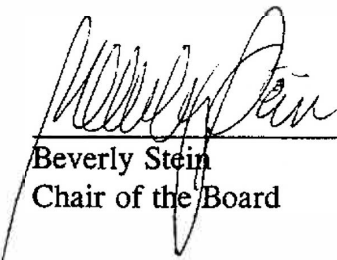
IX. INDEMNIFICATION

Subject to the limitations and conditions of the Oregon Constitution and Oregon Tort Claims Act (ORS 30.260 et seq), the County and the City each shall be solely responsible for any loss or injury caused to third parties arising from County's or City's own acts or omissions under the agreement; and County or City shall defend, hold harmless, and indemnify the other party to this agreement with respect to any claim, litigation, or liability arising from County's or City's own acts or omissions under this agreement.

CITY OF TROUTDALE

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By: 
Paul T. Hoffer
Mayor

By: 
Beverly Stein
Chair of the Board

Attest: 
George Martinez
City Recorder

REVIEWED
THOMAS SPONSLER, County Counsel
For Multnomah County, Oregon

By: 
Deputy County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 9/24/98
DEB BOGSTAD
BOARD CLERK