

RESOLUTION NO. 1467

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY FOR THE TROUTDALE ROAD SIDEWALK PROJECT.

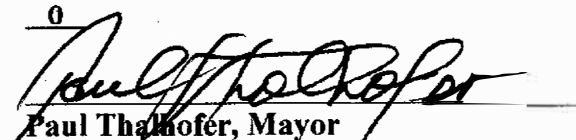
THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

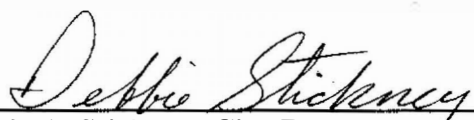
1. The City has long desired to improve pedestrian transportation by having sidewalks on Troutdale Road, a County road.
2. The City has requested, and the County has agreed to, the construction of sidewalks on both sides of Troutdale Road between Cherry Park Road and Chapman Avenue, along with related pavement and drainage improvements, on a cost-sharing basis.
3. The proposed Intergovernmental Agreement details the responsibilities, compensation, and services of both parties to this Agreement.

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

That the Intergovernmental Agreement (Contract No. 0010834) between Multnomah County and the City of Troutdale for the Troutdale Road Sidewalk Project, which is attached hereto and made a part hereof, is approved.

YEAS: 6
NAYS: 0
ABSTAINED: 0


Paul Thalhoffer, Mayor
Dated: January 12, 2000


Debbie Stickney, City Recorder ✓

Adopted: 1-11-00

C:RESOL99

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MULTNOMAH COUNTY AND THE CITY OF TROUTDALE
FOR THE TROUTDALE ROAD SIDEWALK PROJECT**

This agreement is entered into on November 4, 1999, 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 construction of a sidewalk and related improvements on Troutdale Road between Cherry Park Road and Chapman Avenue; and

WHEREAS, the Board of County Commissioners and the Troutdale City Council both recognize the importance of providing transportation options to residents; and

WHEREAS, the City submitted a request to the County to construct sidewalks on Troutdale Road between Cherry Park Road and Chapman Avenue; and

WHEREAS, the City and the County have agreed that it is desirable to have the County perform the engineering and construction management functions for 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 plans and specifications, and prepare the contract and bidding documents for advertisement.
2. Perform construction management and project inspection services.
3. Confer with the City on a regular basis and promptly respond to any inquiries from City personnel in regard to this project.
4. Provide funding for one half the project costs, not to exceed \$82,400.

- B. The City agrees to perform the following services:
 - 1. Provide funding for one half the project costs, not to exceed \$82,400.
 - 2. Provide input and response to inquiries received from the County.
 - 3. Provide review of the project.

II. TIME PERFORMANCE/SCHEDULE

- A. The County shall use its best efforts to complete project design and preparation of bidding documents by March 31, 2000. The County's obligation to perform is dependent upon the receipt of responsive and responsible bids within the budgeted amount of the Project.
- B. In the event of unforeseen circumstances beyond the control of the County which substantially impair its ability to perform by March 31, 2000, the County reserves the right, upon written notice to the City, to reschedule the completion time beyond that date.
- C. If after the County awards a contract to an appropriate bidder as provided under Paragraph A above, the total estimated completion cost for the Project exceeds the amount in Section IV, the parties shall meet to decide how best to proceed.

III. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of the signing of this agreement and shall terminate as of June 30, 2001.

IV. ESTIMATED COST

The estimated cost for construction of a sidewalk on both sides of Troutdale Road from Cherry Park Road to Chapman Avenue, along with related pavement, drainage work and retaining wall, is \$164,800.

V. COMPENSATION BY CITY

- A. The City shall submit its payment as requested by the County within 30 days following a written request for funds.
- B. The County shall return any excess funds to the City within 30 days following project completion.

VI. AMENDMENT OF AGREEMENT

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

VII. NON-APPROPRIATION CLAUSE

The parties' obligations to perform under this agreement are subject to adequate future appropriations by the City Council or Board of County Commissioners.

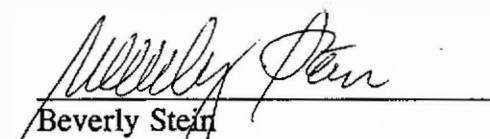
VIII. INDEMNIFICATION

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, OREGON

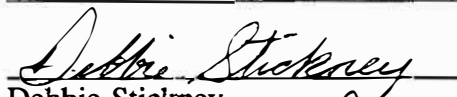
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By: 
Paul T. Anderson
Mayor

By: 
Beverly Stein
Chair of the Board

Dated: 1-12-00

Dated: December 2, 1999

Attest: 
Debbie Stickney
City Recorder

REVIEWED
THOMAS SPONSLER, County Counsel
For Multnomah County, Oregon

By: 
Deputy County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-18 DATE 12/2/99
DEB BOGSTAD
BOARD CLERK