

RESOLUTION NO. 1510

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY OF TROUTDALE FOR THE STARK STREET TURN LANE PROJECT


THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. A potential safety hazard exists on Stark Street when eastbound vehicles stop to make a left turn onto Corbeth Lane. This problem is exacerbated by the short sight distance caused by the hill and curve on Stark Street.
2. Construction of a turn lane at this intersection would reduce the safety hazard.
3. Stark Street is a County Road, but Multnomah County does not have sufficient funds to make the needed improvement in a timely manner.
4. The Council deems this matter to be of such urgency that it desires to fund the needed improvement with City funds.

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

That the Intergovernmental Agreement between Multnomah County and the City of Troutdale for the Stark Street Turn Lane project, which is attached hereto and made a part hereof, is approved.

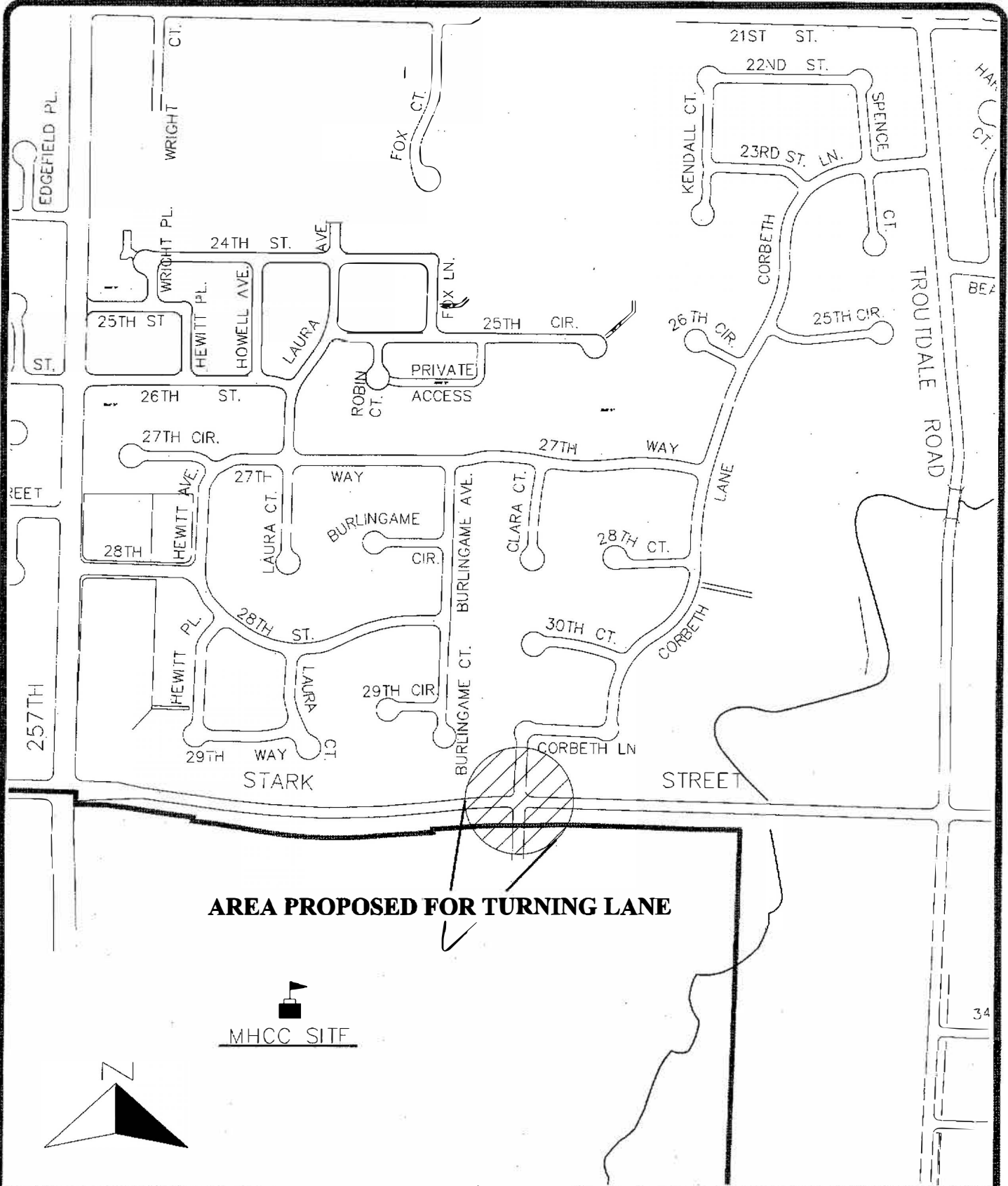
YEAS: 7
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor
Dated: 7-26-00



Debbie Stickney, City Recorder

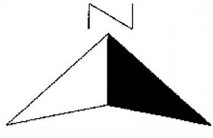
Adopted: 7-25-00

C:\RESOL00



AREA PROPOSED FOR TURNING LANE


MHCC SITE



NOTE:

FILE NAME: CORBETH&STARK
 TITLE BLOCK: 588711
 EXTERNAL REFERENCES: TROUTBAS
 PLOT DATE: 6/27/2000
 BY: J.O.
 PREVIOUS REVISION DATE: NONE



DEPT. OF PUBLIC WORKS
CITY OF TROUTDALE
CORBETH & STARK TURN LANE
 MULTNOMAH COUNTY, OREGON
 6/27/2000

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MULTNOMAH COUNTY AND THE CITY OF TROUTDALE
FOR THE STARK STREET TURN LANE PROJECT**

This agreement is entered into on the last date signed 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 turn lane and related improvements on Stark Street at Corbeth Lane; and

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

WHEREAS, the City submitted a request to the County to construct a turn lane on Stark Street at Corbeth Lane; 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 for this project:

1. Perform the design, complete project plans and specifications, and prepare the contract and bidding documents for advertisement.
2. Advertise for bids and award the contract.
3. Perform construction management and project inspection services.
4. Confer with the City on a regular basis and promptly respond to any inquiries from City personnel in regard to this project.

B. The City agrees to perform the following services for this project:

1. Provide funding for the project, not to exceed \$60,000
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, 2001, advertise for bids by April 30, 2001 and award a construction contract by June 30, 2001. 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 the above dates, 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 September 30, 2001.

IV. ESTIMATED COST

The estimated cost for engineering and construction of a turn lane on Stark Street at Corbeth Lane, along with related work, is \$60,000.

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 and the 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

By: *Paul Thalhofer*
Paul Thalhofer
Mayor

Dated: 7-26-00

Attest: *Debbie Stickney*
Debbie Stickney
City Recorder

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By: *Beverly Stein*
Beverly Stein
Chair of the Board

Dated: August 31, 2000

REVIEWED

THOMAS SPONSLER, County Attorney
For Multnomah County, Oregon

By: *Matthew O. Ryan*
Matthew O. Ryan
Assistant County Attorney

CAPWAGR00

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 8/31/00
DEB BOGSTAD
BOARD CLERK