

**RESOLUTION NO. 1522**

**A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT NO. 0011074 BETWEEN MULTNOMAH COUNTY AND THE CITY OF TROUTDALE FOR THE TRAFFIC SIGNAL COORDINATION AND OPTIMIZATION PROJECT, PHASE II.**


**THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. In 1995, Multnomah County and the City of Gresham commissioned a traffic signal master plan for East Multnomah County.
2. The resulting master plan recommended the electronic linkage of all signalized intersections in East County for future coordination and optimization.
3. Although most of the funding for this work would come from federal funds allocated by Metro, there was a need for some local matching funds. The estimated share of matching funds and engineering costs for the City of Troutdale was between \$30,000 and \$40,000.
4. In lieu of paying its share of matching funds at some future date when all hardware is installed, the City of Troutdale has an opportunity to fulfill its obligation by paying \$38,000 at this time to pay for recently installed conduit on 257th Drive and Cherry Park Road.
5. The City Council desires to take advantage of this opportunity by approving this proposed intergovernmental agreement.

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

That the Troutdale City Council approves Intergovernmental Agreement No. 0011074, which is attached hereto and made a part hereof, between Multnomah County and the City of Troutdale for the Traffic Signal Coordination and Optimization Project, Phase II.

YEAS: 6  
NAYS: 0  
ABSTAINED: 0

  
Paul Thalhofer, Mayor  
Dated: 9-27-00

  
Debbie Stickney, City Recorder

Adopted: 9-26-00

**INTERGOVERNMENTAL AGREEMENT**  
**Contract No. 0011074**  
**Traffic Signal Coordination and Optimization Project**  
**Phase II**

THIS AGREEMENT is made between the City of Troutdale, a municipal corporation (Troutdale), herein referred to as Troutdale; and Multnomah County, a political subdivision (County) of the State of Oregon, herein referred to as County.

The Parties Find:

- A. The Traffic Signal System and Communications Master Plan for East Multnomah County funded jointly by the County and Gresham was completed in October 1995.
- B. A Phase I project that links 32 signalized intersections into a coordinated system has been completed and is currently in operation.
- C. Gresham has obtained \$1,058,000 of federal funds, for a Phase II Project, spread over four federal fiscal years (FY 98 – 01), from the Congestion Management and Air Quality Program (CMAQ).
- D. Gresham has negotiated an agreement with the Oregon Department of Transportation to implement Phase II of the Master Plan hereinafter referred to as "Project".
- E. The Project will consist of a construction contract for installing interconnect cable linking the remaining 63 signalized intersections in the East Multnomah County study area. A Phase IIA project that links 24 of the intersections into the coordinated system has recently been constructed. A Phase IIB project which is in progress will consist of a construction contract for installing interconnect cable linking the remaining 39 signalized intersections. **Fifteen (15) of these 39 intersections are within the City of Troutdale.** It will also include installation of communication system, loop controller upgrades and signal timing for the traffic signals to integrate the intersections into a coordinated system.
- F. The required match for the federal funds is estimated at \$61,000 in FY 01 for a Phase IIB construction contract. Preliminary engineering costs are estimated at \$50,000.

The Parties Agree As Follows:


- 1. Gresham has prepared the prospectus, secured the grant funds, and executed the necessary project agreements with the Oregon Department of Transportation.
- 2. County and Gresham, with Troutdale participation, shall co-manage consultant preliminary engineering contract for integrating the intersections into a coordinated system.
- 3. Troutdale agrees to share the costs for the required match for the federal funds with the County at a **fixed price of \$38,000** for the Phase IIB construction contract.

4. County shall furnish all construction engineering, field testing of materials, technical inspection and project manager services for construction administration of the project.
5. County shall, upon completion of the project, take ownership and maintain the facilities. Energy and maintenance costs shall be shared in accordance with the existing Troutdale/County Intergovernmental Agreement executed April 11, 1991.
6. County shall, upon completion of the project, retain complete jurisdiction and control of the timing established for operation of the traffic signals.
7. County shall compile accurate cost accounting records and submit bills to Troutdale no later than 60 days after incurring costs. Troutdale shall pay County within 60 days after receiving bills from County.
8. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the parties to this agreement shall indemnify, defend and hold harmless each other from and against all liability, loss and costs arising out of or resulting from their acts, their officers, employees and agents in the performance of the agreement.
9. Troutdale and County may amend this agreement from time to time by mutual, written agreement.

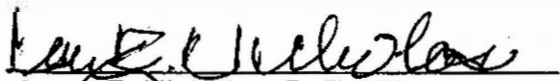
CITY OF TROUTDALE, OREGON

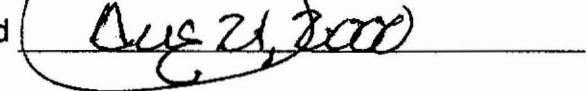
By:   
Paul Thalheimer  
Mayor

Dated: 9-27-00

Attest:   
Debbie Stickney  
City Recorder

MULTNOMAH COUNTY, OREGON

By:   
Larry F. Nicholas, P. E., Director  
Dept. of Environmental Services

Dated: 

REVIEWED

THOMAS SPONSLER, County Attorney  
For Multnomah County, Oregon

By:   
Assistant County Attorney