

RESOLUTION NO. 1525

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT NO. 4600001162 BETWEEN MULTNOMAH COUNTY AND THE CITY OF TROUTDALE FOR THE HISTORIC COLUMBIA RIVER HIGHWAY SIDEWALK PROJECT

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Multnomah County acted as the design and construction administration agent for a project to construct a curb and sidewalk along the west side of the Historic Columbia River Highway between Kibling Avenue and Jackson Park Road. The project was jointly funded by federal and local (City) funds.
2. The project design omitted a section of sidewalk approximately 58 meters (190 feet) in length because it was anticipated that this segment would be completed by private development as a condition for development approval prior to the County project being executed.
3. Since the private development did not occur when anticipated, the City funded the missing section at a cost of approximately \$8,700 to avoid a gap in the work or a delay in the project, with the understanding that Multnomah County would reimburse the City for that cost.
4. The proposed Intergovernmental Agreement provides the mechanism to authorize the reimbursement from the County to the City.

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

That the Troutdale City Council approve Intergovernmental Agreement No. 4600001162 between Multnomah County and the City of Troutdale for the Historic Columbia River Highway Sidewalk Project.

YEAS: 7
NAYS: 0
ABSTAINED: 0


Paul Thalhoffer, Mayor

Dated: 10-11-00


Debbie Stickney, City Recorder

Adopted: 10-10-00

INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY AND THE CITY OF TROUTDALE
FOR THE COLUMBIA RIVER HIGHWAY SIDEWALK PROJECT

This Agreement is entered into on October 10, 2000, 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 curb and sidewalk and related roadway improvements for a development project on Historic Columbia River Highway; and

WHEREAS, the Board of County Commissioners and the Troutdale City Council both recognize the need to construct the curb and sidewalk along this portion of Historic Columbia River Highway; and

WHEREAS, the City and the County have agreed that it is desirable to the City to perform the contract administration for this project; and

WHEREAS, the City and the County have agreed that it is desirable to the County to 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. Provide the City with complete design plans for the improvements.
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 these improvements.
4. Reimburse the City for the funding of the improvements.

- B. The City agrees to perform the following services:
1. Enter into, and administrate an agreement with, a contractor to perform the work detailed in the design plans for the improvements.
 2. Provide the funding for the improvement project for reimbursement by the County.
 3. Provide input and response to inquiries received from the County.

II. TIME PERFORMANCE/SCHEDULE

- A. The County shall submit its payment as requested by the City within 30 days following a written request for funds.
- 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 VI, "Amendment of Agreement."

III. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of the signing of this agreement and shall terminate as soon as the City receives payment from the County.

IV. COST

The cost for construction of approximately 58 linear meters of curb and sidewalk with related pavement and drainage work on Historic Columbia River Highway along the development property, is \$8,719.70.

V. COMPENSATION BY COUNTY

The County shall reimburse the City for the total amount paid to the contractor for the work performed on the improvements, in the amount of \$8,719.70.

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

This agreement is subject to future appropriations by any future 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

MULTNOMAH COUNTY, OREGON

By: *Paul Thaler*
Paul Thaler
Mayor

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

Attest: *Debbie Stickney*
Debbie Stickney
City Recorder

REVIEWED:

THOMAS SPONSLER, County Attorney
for Multnomah County, Oregon

By: *Matthew O. Ryan*
Deputy County Attorney