

RESOLUTION NO. 1588

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE REYNOLDS SCHOOL DISTRICT AND THE CITY OF TROUTDALE FOR THE REYNOLDS HIGH SCHOOL PARKING ADDITION PROJECT

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. In 1997, the City made improvements to SW Imagination Way from Cherry Park Road to Columbia Park, along the western boundary of the Reynolds High School property. Those improvements did not include a closed drainage system nor a sidewalk on the east side of SW Imagination Way.
2. The Reynolds School District is now planning a parking addition project on the east side of SW Imagination Way. This would be an opportune time to do the drainage and sidewalk work and include those items in the District's construction contract, to be reimbursed by the City at a cost not to exceed \$18,250.
3. The proposed Intergovernmental Agreement would provide for the above sharing of costs and responsibilities.

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

That the Intergovernmental Agreement between the Reynolds School District and the City of Troutdale for the Reynolds High School Parking Addition project, which is attached hereto and made a part hereof, is approved.

YEAS: 7
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor

Dated: February 13, 2002


Debbie Stickney, City Recorder

Adopted: February 12, 2002

INTERGOVERNMENTAL AGREEMENT
BETWEEN REYNOLDS SCHOOL DISTRICT AND THE CITY OF TROUTDALE
FOR THE REYNOLDS HIGH SCHOOL PARKING ADDITION PROJECT

This Agreement is entered into on February 13, 2002, between the City of Troutdale, Oregon (City) and Reynolds School District (District), pursuant to the authority granted in ORS Chapter 190.

RECITALS

WHEREAS, the District intends to construct a parking addition at Reynolds High School which will also include a sidewalk and storm drainage line along the east side of Imagination Way leading to the City's Columbia Park; and

WHEREAS, the District and the City both recognize the need to construct said improvements that benefit both Reynolds High School and Columbia Park; and

WHEREAS, the purpose of this Agreement is to detail the responsibilities, compensation and services to be provided by the District and the City regarding the construction of a parking addition and related improvements at Reynolds High School.

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

I. SCOPE OF WORK

A. The District agrees to perform the following services:

1. Provide the City with complete design plans for improvements that meet City standards.
2. Advertise and award the construction contract for the improvements.
3. Perform construction management and project inspection services.
4. Invoice the City for City costs within thirty (30) days following completion of the improvements.

B. The City agrees to perform the following services:

1. Review and provide comments regarding the design plans submitted by the District.
2. Pay the District for City costs within thirty (30) days following receipt of an invoice from the District.

II. TIME OF PERFORMANCE

A. The District shall commence the construction of the improvements no later than January 31, 2002 and complete them no later than June 30, 2002.

B. In the event of unforeseen circumstances beyond the control of the District, the "Time of Performance" may be amended as set forth in Section V, "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 District receives payment from the City.

IV. CITY COST

A. The City shall pay to the District the actual cost (but not more than \$8,250) to construct a sidewalk along the east side of Imagination Way.

B. The City shall pay to the District the actual cost (but not more than \$10,000) to construct a storm drain line along the east side of Imagination Way.

V. AMENDMENT OF AGREEMENT

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

VI. NON-APPROPRIATION CLAUSE

This agreement is subject to future appropriations by any future Troutdale City Council or Reynolds School District Board of Education.

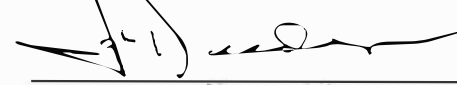
VII. INDEMNIFICATION

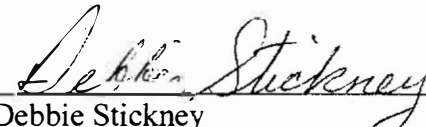
Subject to the limitations and conditions of the Oregon constitution and Oregon Tort Claims Act (ORS 30.260 et seq), the District and the City each shall be solely responsible for any loss or injury caused to third parties arising from District's or City's own acts or omissions under the agreement; and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

CITY OF TROUTDALE, OREGON

REYNOLDS SCHOOL DISTRICT

By: 
Paul Thalinger
Mayor

By: 
John Deeder
Assistant Superintendent of Schools

Attest: 
Debbie Stickney
City Recorder

Attest: 