

RESOLUTION NO. 1907

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY OF TROUTDALE FOR ENGINEERING SERVICES PERTAINING TO DRAINAGE IN THE VICINITY OF TROUTDALE ROAD

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. ORS 190.003 to 190.030 authorizes governmental entities to enter into intergovernmental agreements for the performance of any or all functions that a party to the agreement has authority to perform.
2. There is an undeveloped area generally bounded on the north by Stark Street, on the east by Troutdale Road, on the south by the westerly extension of Strebin Road, and on the west by Beaver Creek which is not currently served by an urban drainage system. The area lies partially within the Troutdale City limits and partially within unincorporated Multnomah County but within the Urban Growth Boundary and the City's urban planning area. The aforementioned roads are County roads also in need of storm water collection, treatment, and disposal.
3. City and County staff recommend a joint effort to engage the services of a qualified engineering firm to plan an appropriate urban drainage system for the area generally described above, with the City assuming contracting responsibility and the parties sharing the cost equally.
4. The Intergovernmental Agreement is the mechanism to implement the staff recommendation.

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

Section 1. An Intergovernmental Agreement between Multnomah County and the City of Troutdale for engineering services pertaining to drainage in the vicinity of Troutdale Road, substantially as shown in Attachment 1, is approved.

Section 2. This resolution is effective immediately upon adoption.

YEAS: 5
NAYS: 0

ABSTAINED: 0

Paul A. Thalhfer
Paul A. Thalhfer, Mayor
October 29, 2007
Date

Debbie Stickney
Debbie Stickney, City Recorder

Adopted: October 23, 2007

**INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND
THE CITY OF TROUTDALE FOR ENGINEERING SERVICES PERTAINING TO
DRAINAGE IN THE VICINITY OF TROUTDALE ROAD
MULTNOMAH COUNTY NO. 4600006913**

This Intergovernmental Agreement ("Agreement") is made and entered into by the County of Multnomah, a political subdivision of the State of Oregon ("County"), and the City of Troutdale, a municipal corporation in the State of Oregon ("City"), to contract for the provision of certain engineering services pertaining to drainage in the vicinity of Troutdale Road south of Stark Street. The County and the City are collectively referred to as "the Parties."

I. RECITALS:

- A. The Parties are authorized under the provisions of ORS 190.003 to 190.030 to enter into intergovernmental agreements for the performance of any or all functions that a party to the agreement has authority to perform.
- B. There is an undeveloped area generally bounded on the north by Stark Street, on the east by Troutdale Road, on the south by the westerly extension of Strebin Road, and on the west by Beaver Creek ("Drainage Area") which is not currently served by an urban drainage system, as shown in the attached map identified as Exhibit A.
- C. The Drainage Area lies partially within the incorporated City limits and partially within the unincorporated County limits but within the Urban Growth Boundary and the City's urban planning area. The aforementioned roads are County roads also in need of storm water collection, treatment, and disposal.
- D. The Parties wish to engage the services of a qualified engineering firm to plan an appropriate "Urban Drainage System" as defined herein for the territory within both the City and the County's jurisdiction currently draining to, or reasonably expected to drain to, the Drainage Area.
- E. The purpose of this Agreement is to provide for those engineering services and the development of a mutually acceptable plan for an Urban Drainage System.

THE PARTIES AGREE AS FOLLOWS:

II. TERMS AND CONDITIONS:

- A. **RECITALS ARE CONTRACTUAL.** The above Recitals are contractual and are incorporated herein by this reference.
- B. **DEFINITION(S):**
 - 1. **URBAN DRAINAGE SYSTEM.** A comprehensive drainage system designed for the containment, diversion, and dispersion of storm-water and run-off water in the Drainage Area that is consistent and in compliance with all applicable local (including Multnomah County Road Rules Section 5), State and Federal laws and regulations.

C. CITY RESPONSIBILITIES:

1. Develop a draft Request for Proposals for engineering services to plan an Urban Drainage System; provide the written draft to County for review and comment.
2. If requested by the County, participate in meetings to address any issues with respect to the draft Request for Proposals.
3. Upon receipt of written approval for the final draft from the County Engineer, within 30 days of the receipt of the Engineer's written approval; issue Request for Proposals in compliance with all applicable contracting laws and regulations.
4. Provide two individuals to serve on a panel to evaluate Proposals and select the best proposal in compliance with all applicable contracting laws and regulations.
5. If a proposal is accepted, award consulting contract and administer the contract.
6. Provide as-built drawings and other information requested by consultant pertaining to City's infrastructure in the vicinity of the Drainage Area.
7. Direct the consultant to copy the County representative all significant e-mail and other written communication generated in connection with the work on the project. In the event the County is not copied by the consultant, forward all relevant communications to the County in a timely manner.
8. Coordinate with the County representative for the joint opportunity of both jurisdictions to review and comment on consultant's findings, conclusions, and recommendations.
9. Pay one-half the cost of the consulting contract. Invoice County for the remaining one-half of the cost.

D. COUNTY RESPONSIBILITIES:

1. Review written draft Request for Proposals when received from City and provide comments to City with ten (10) calendar days after receipt.
2. Provide one individual to serve on the panel identified in Section C. 4; to evaluate Proposals and select the best proposal.
3. Provide as-built drawings and other information requested by consultant pertaining to County's infrastructure in the vicinity of the Drainage Area.
4. Cooperate with the City to review and comment on consultant's findings, conclusions, and recommendations.
5. Consistent with County service reimbursement procedures and timelines, pay invoice from City for one-half of the cost of the consulting contract. Notwithstanding the preceding, the County's share of the cost shall not exceed \$15,000.00, unless otherwise authorized in writing by the County.

E. EARLY TERMINATION:

The Parties may terminate this Agreement at any time by mutual written consent. Either Party may terminate this Agreement prior to the selection of a consultant by providing written notice to the other Party.

F. DISPUTE RESOLUTION:

In the case of a dispute under this Agreement, the Parties shall attempt to resolve the dispute informally. If the dispute cannot be resolved through this process, the Parties shall submit their dispute to intergovernmental arbitration pursuant to ORS 190.710 through 190.800. Each of the Parties shall bear its own expense of attorney fees and arbitration.

G. AMENDMENT:

This Agreement may be amended by mutual written agreement of the Parties. Amendments shall be valid only when reduced to writing, approved as required, and signed.

H. TERM:

This Agreement shall be effective upon the date that it is executed by both Parties and shall remain in effect for one year from that date.

I. INDEMNIFICATION:

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through ORS 30.300, each Party shall indemnify, defend, and hold harmless each other from and against all liability, loss, and costs arising out of or resulting from acts of that Party, its officers, employees, and agents in the performance of this Agreement.

J. INSURANCE:

Each Party shall be responsible for providing workers' compensation insurance as required by law. No Party shall be required to provide or show proof of any other insurance coverage.

K. ADHERENCE TO LAW:

Each Party shall comply with all Federal, State, and Local laws and ordinances applicable to this Agreement.

L. NON-DISCRIMINATION:

Each Party shall comply with all requirements of Federal and State civil rights law.

M. ACCESS TO RECORDS:

Each party shall have access to the books, documents, and other records of the other which are related to this Agreement for the purpose of examination, copying, and audits, unless otherwise limited by law.

N. SUBCONTRACTS AND ASSIGNMENTS:

Neither Party will subcontract nor assign any of its obligations under this Agreement without the written consent of the other.

O JOINT PROPERTY:

In the event of termination of the Agreement, all files and documents of any kind related to the scope of work set forth herein shall be the joint property of the City and the County.

P. ENTIRETY OF AGREEMENT:

This Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification, or change to the terms of the Agreement shall bind either Party unless made in writing and signed by the Parties.

Q. SEVERABILITY:

The Parties agree that if any term or condition of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the Parties shall be constructed and enforced as if the Agreement did not contain the particular term or condition held to be invalid.

MULTNOMAH COUNTY, OREGON

By Ted Wheeler
Ted Wheeler

Title Chair
Board of County Commissioners

Date 10.18.07

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By Assistant County Attorney
Assistant County Attorney

Date 10.17.07

CITY OF TROUTDALE

By Paul Chalhofer
Paul Chalhofer

Title Mayor
City of Troutdale

Date October 29, 2007

Approved as to form:

DAVID ROSS, CITY ATTORNEY
FOR CITY OF TROUTDALE

By City Attorney
City Attorney

Date 11/12/08

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GRESHAM
TROUTDALE
SW1/4 SEC. 1 T.1S. R.3E. W.M.
MULTNOMAH COUNTY

