

RESOLUTION NO. 2075

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE MULTNOMAH COUNTY SHERIFF'S OFFICE FOR THE REIMBURSEMENT OF WORK ZONE TRAFFIC SAFETY ENFORCEMENT FUNDS.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The Sandy River Bridge Project is a four year Oregon Department of Transportation (ODOT) project to replace the I-84 bridges over the Sandy River.
2. ODOT contracts with the Multnomah County Sheriff's Office (MCSO) to provide work zone traffic safety enforcement for road projects within Multnomah County.
3. MCSO partners with local jurisdictions to provide traffic safety enforcement.
4. This collaboration provides for the police department to have an active role in traffic safety in and around the Sandy River Bridge Project directly affecting our citizens and community.

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

Section 1. The Mayor is authorized to execute the Intergovernmental Agreement substantially in accordance with Agreement attached as an Exhibit to the staff report.

Section 2. This Resolution shall take effect upon adoption.

YEAS: 6

NAYS: 0


ABSTAINED: 0



Mayor Jim Kight



Date



Sarah Skroch, Deputy City Recorder

Adopted: November 9, 2010

INTERGOVERNMENTAL AGREEMENT

Contract Number 4600008478

This Intergovernmental Agreement ("Agreement") is entered into under the authority of ORS Chapter 190 by and between the City of Troutdale, an Oregon municipal corporation ("City") and Multnomah County, a political subdivision of the State of Oregon ("County").

PURPOSE:

The purpose of this Agreement is to provide for reimbursement to the City for work zone safety enforcement performed by the Troutdale Police Department (TPD) in the I-84 Sandy River-Jordan Rd work zone.

The parties agree as follows:

1. **TERM** The term of this Agreement shall be from September 1, 2010 to June 30, 2011. This agreement may be renewed as agreed upon by the parties.
2. **RESPONSIBILITIES OF CITY.** The Troutdale Police Department agrees to cooperate with the Multnomah County Sheriff's Office (MCSO) to provide work zone safety enforcement for the Oregon Department of Transportation (ODOT) I-84 Sandy River-Jordan Road project. The TPD will provide up to 15 hours of enforcement per month, of which up to 83.1% of the cost of those hours will be reimbursed through MCSO. TPD will match the reimbursement at a rate of 16.9% of the cost for those hours worked per month with its own funds. TPD will provide MCSO with documentation detailing their patrol times and statistics.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to reimburse City for TPD work zone safety enforcement at the overtime rate of \$66.15 per hour for patrol officers and at the overtime rate of \$83.77 for patrol sergeants. MCSO will make up to 15 hours of reimbursed work zone safety enforcement time (at a 83.1% reimbursement / 16.9% match rate) available to the TPD each month for the duration of the project.
4. **TERMINATION** This agreement may be terminated by either party upon 30 days written notice.
5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **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 audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**

a. City shall submit requests for reimbursement to County on a monthly basis. Requests for payment by the City must be received by the County within 10 days following the end of the service month.

b. In the event that funds cease to be available to County in the amounts anticipated for this agreement, County may terminate this Agreement in accordance with the provisions of Section 4, or, upon 30 days written notice, may reduce the scope of services to be provided and reduce the amount of, but not the percentage of, reimbursement accordingly.

c. County designates Sergeant Brent Ritchie to represent County in all matters pertaining to the administration of this Agreement. City designates Sergeant Marc Shrake to represent City in all matters pertaining to the administration of this Agreement.

MULTNOMAH COUNTY, OREGON:

JEFF LOGEN
County Chair or Designee

Date: OCTOBER 22, 2010

Approved: [Signature]
Sheriff or Designee

Date: 10-6-10

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By: J.A.W. 10/05/10
Assistant County Attorney Date

CITY OF TROUTDALE:

Signature: Mayor Jim Kight

Name: Jim Kight
Please Print

Title: Mayor

Date: November 10, 2010

Approved as to form:

By: [Signature] 11/12/10
City Attorney Date