

## **RESOLUTION NO. 2215**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY FOR THE WARRANTY OF THE PUBLIC IMPROVEMENTS IN S. TROUTDALE ROAD ASSOCIATED WITH THE COLLEGE NATURE PARK AT BEAVER CREEK**

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

1. Construction of the public improvements in S. Troutdale Road associated with the College Nature Park at Beaver Creek was recently completed by the City of Troutdale.
2. The City of Troutdale is required by Multnomah County Road Rules to provide a warranty against defects in materials and workmanship for the public improvements in S. Troutdale Road for a period of two years following completion.
3. The City of Troutdale has proposed an Intergovernmental Agreement (IGA) to guaranty their warranty obligations to Multnomah County in lieu of the typical bond or cash deposit.
4. The City's legal staff has reviewed the proposed IGA and finds it to be in order.

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

Section 1. The City Manager is authorized to execute an intergovernmental agreement with Multnomah County which is in substantial conformity to that which is attached to the Staff report as Exhibit "A" for the warranty of the public improvements in S. Troutdale Road associated with the College Nature Park at Beaver Creek.

Section 2. This resolution is effective upon adoption.

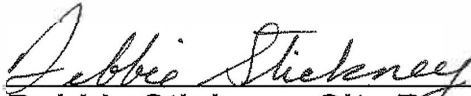
**YEAS: 7**  
**NAYS: 0**

**ABSTAINED: 0**



**Doug Daoust, Mayor**

Date 6/25/13



**Debbie Stickney, City Recorder**

**Adopted: June 25, 2013**

INTERGOVERNMENTAL AGREEMENT

For

WARRANTY OF S TROUTDALE ROAD HALF-STREET IMPROVEMENTS

PROJECT TITLE: MHCC Greenway Trail Project (aka College Nature Park at Beaver Creek)  
City of Troutdale Case File No. 10-006  
Multnomah County Construction Permit No. 2008076

Parties: City of Troutdale ("City")  
Multnomah County ("County")

**Recitals**

- A. The City has completed the project named above (the "Project") in accordance with County standards, and the Project has been reviewed, permitted, and inspected by the County.
- B. Prior to the County's issuance of the Third Notification (acknowledgement of the completion of work) of the Project, Multnomah County Road Rules 18.200 requires the City to submit a financial assurance in an amount which is not less than ten percent (10%) of the cost of the County improvements, which runs for a period of two years following issuance of the Third Notification, and which requires the City to promptly correct all deficiencies of workmanship and materials relating to the Project for that period.
- C. This Intergovernmental Agreement (the "Agreement") establishes the financial assurance applicable to the Project under Multnomah County Road Rules 18.200.

**Agreement**

- 1. **Correction of Deficiencies of Workmanship and Materials; Term.** For a period of two years following the date of the County's issuance of the Third Notification for the Project, and subject to Section 2, the City will correct or cause to be corrected all deficiencies of workmanship, and materials which may arise in the Project, as determined by the County in its sole discretion; at no cost to the County. The City shall have no obligations under this Agreement after the expiration of this two year warranty period.
- 2. **Amount of Assurance.** The cost of the improvements for the project is deemed to be \$201,000.00. Ten percent (10%) of such cost is \$20,100.00; therefore, the combined aggregate limit for the entire term of the financial assurance established by this Agreement is **Twenty Thousand One Hundred Dollars (\$20,100.00)**.
- 3. **Response Timeliness.**
  - a. Except as set forth in Section 3b, the City shall commence the correction of defective workmanship or materials under this Agreement within 15 business days after receiving written notice of the defect from the County. If the City fails to commence corrective action within such timeframe, the County may cause the

correction to be made and may recover the reasonable cost of the correction from the City.

- b. If the County discovers a defect covered by this Agreement, and, in the County's opinion, delay in correction of the defect would cause serious loss or damage, the County shall immediately notify the City by the fastest commercially reasonable means. The notification shall include the following information: (1) the nature and extent of the defect; (2) the fact that the County believes delay in the correction of the defect would cause serious loss or damage; and (3) the date and time which the County expects the City to commence correction of the defect, provided such date and time must be at least eight business hours after the City received the notification. If the City has not commenced correction of the defect by the time stated in a notification given under this subsection, or if the City fails to expeditiously pursue the correction, the County may cause the correction to be made and may recover the reasonable cost of such correction from the City.
- c. For the purposes of this Agreement, the City shall be deemed to have commenced the correction of the defect if the City has commenced design of the correction, has ordered its contractor to commence the correction, or has solicited bids, quotations, or proposals to accomplish the correction.

4. **Form of Financial Assurance.** The County waives any requirement under the Multnomah County Road Rules 18.200 or which may exist elsewhere that the financial assurance established by this Agreement be submitted in the form of a surety bond, cashier's check, certified check, or irrevocable letter of credit. This waiver applies exclusively to this Project, and shall not apply to any future development or any other future project undertaken by the City within the County.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

CITY OF TROUTDALE

By: \_\_\_\_\_  
Jeff Cogen, Chair

By: \_\_\_\_\_  
Craig R. Ward  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Sufficiency  
For Multnomah County

Approved as to Form  
for the City of Troutdale

\_\_\_\_\_  
Matthew O. Ryan  
Assistant County Attorney

\_\_\_\_\_  
David Ross  
City Attorney