

RESOLUTION NO. 96-021

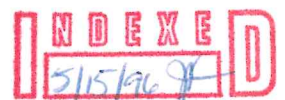
A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE NORTHERN WASCO COUNTY PARKS AND RECREATION DISTRICT CONCERNING A FIVE YEAR MAINTENANCE AGREEMENT FOR A 0.6 MILE PORTION OF THE RIVERFRONT TRAIL

WHEREAS, on March 5, 1996, the City Council reviewed a Cooperative Improvement Agreement between the State of Oregon, Wasco County, and the City of The Dalles, concerning construction and maintenance of a 0.6 mile portion of the Riverfront Trail; and

WHEREAS, the Cooperative Improvement Agreement included a provision whereby the City would agree to maintain the designated portion of the trail upon completion of construction; and

WHEREAS, the City Council adopted a motion to authorize the execution of the Cooperative Improvement Agreement, subject to creation of a five year maintenance agreement between the City and Northern Wasco County Parks and Recreation District to maintain the designated portion of the trail on a reimbursement basis, not to exceed \$2,500, and a stated resolution from the Parks and Recreation District of its intention to maintain the trail after expiration of the five year agreement, and subject to an annual contribution from the Oregon Department of Transportation; and

WHEREAS, the Parks and Recreation District has submitted a proposed intergovernmental agreement, a copy of which is attached hereto as Exhibit "A", which limits the City's annual expenditure



to \$2,500 on a reimbursement basis, and includes the District's commitment to assess its ability on a long-term basis to accept responsibility for maintenance of the designated portion of the Riverfront Trail, but does not include a specific resolution of intent of the District; and

WHEREAS, the Council has reviewed the terms of the proposed intergovernmental agreement with the Parks and Recreation District, and believes that it is in the best interest of the residents of the City and the Parks and Recreation District to authorize execution of the agreement; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE DALLES AS FOLLOWS:

Section 1. The City Manager, City Attorney, and City Clerk are authorized to sign the intergovernmental agreement between the City and the Northern Wasco County Parks and Recreation District, a copy of which is attached hereto as Exhibit "A".

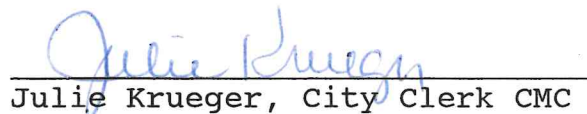
PASSED AND ADOPTED THIS 13TH DAY OF MAY, 1996.

Voting Yes, Councilmembers:	<u>Koch, Van Cleave, Briggs</u>
Voting No, Councilmembers:	<u>Davis, Hill</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 13TH DAY OF MAY, 1996.


David R. Beckley, Mayor

Attest:


Julie Krueger, City Clerk CMC

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF THE DALLES AND
THE NORTHERN WASCO COUNTY PARKS & RECREATION DISTRICT
CONCERNING A FIVE YEAR MAINTENANCE AGREEMENT
FOR A 0.6 MILE PORTION OF RIVERFRONT TRAIL

This agreement is made this _____ day of _____, 1996, by and between the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter referred to as "CITY", and the Northern Wasco County Parks & Recreation District, a parks and recreation district duly established under the provisions of Oregon law, hereinafter referred to as "DISTRICT".

WHEREAS, the State of Oregon has declared it to be a matter of statewide concern to promote intergovernmental cooperation for the purpose of furthering economy and efficiency in local government: and

WHEREAS, the legislature has given general authority for intergovernmental agreements by units of local government pursuant to the provisions of ORS 190.101 et. seq.; and

WHEREAS, the State of Oregon has submitted a cooperative improvement agreement to the CITY and to Wasco County concerning the construction and maintenance of a portion of the Riverfront Trail measuring 0.6 miles, a copy of which agreement is attached hereto as Exhibit "A" and by this reference incorporated herein; and

WHEREAS, DISTRICT may consider the long term acquisition of Riverfront Trail as a part of its "parks system" but that at the present time DISTRICT is unsure of the cost and expense of operating Riverfront Trail and whether DISTRICT could feasibly accept permanent ownership of Riverfront Trail and to operate and maintain it in perpetuity; and

WHEREAS, the cooperative improvement agreement includes provisions imposing certain maintenance responsibilities for the designated portion of the Riverfront Trail, which responsibilities are an appropriate function to be performed by the DISTRICT; and

WHEREAS, CITY and DISTRICT have agreed upon the terms of an agreement whereby the DISTRICT will subcontract to perform the maintenance responsibilities for the 0.6 mile portion of the Riverfront Trail for a specified duration; and

WHEREAS it is in the best interest of the citizens of both parties to implement this agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS ABOVE, THE PARTIES AGREE AS FOLLOWS:

1. District's Obligations. Upon completion of the designated 0.6 mile portion of the Riverfront Trail, DISTRICT shall maintain the surface of the bike path and the fencing between the path and the river. Maintenance of the bike path surface includes sweeping, crack sealing, patching potholes, and control of vegetation. DISTRICT shall be allowed access to the sweeper owned by the Oregon Department of Transportation pursuant to the agreement attached hereto, and to a sweeper owned by CITY for the purpose of maintaining the bike path. DISTRICT shall maintain the sweepers in good condition while either sweepers is in DISTRICT'S possession, and DISTRICT shall pay for any repair costs for said sweeper directly resulting from DISTRICT'S misuse of the sweeper.

DISTRICT, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, accepts liability for any acts or damage occurring as a result of DISTRICT'S negligent acts when DISTRICT personnel or employees are working on the designated

Page 2 of 4 - Riverfront Trail Agreement

portion of the Riverfront Trail. DISTRICT will assess its ability on a long-term basis to accept responsibility for maintenance of this section of the Riverfront Trail, and to permanently operate and maintain it.

2. City's Obligations. In consideration of the performance of the maintenance responsibilities by DISTRICT, CITY has agreed to pay to DISTRICT annually a sum not to exceed two thousand five hundred (\$2500) dollars per each fiscal year this agreement is in effect. Payments shall be made to DISTRICT quarterly, on March 31, June 15, September 30 and December 31 of each year that this agreement is in effect. DISTRICT shall submit statements to CITY prior to the quarterly payments provided for hereunder, itemizing DISTRICT's costs, labor, payroll and supplies for maintenance expenses for the portion of Riverfront Trail described herein.

3. Term of Agreement. The term of this agreement shall commence on the 1st day of July, 1996, and shall terminate on the 30th day of _____, 2001.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement on the respective dates shown below.

CITY OF THE DALLES

By: _____
Margaret M. Renard, City Manager

Date

ATTEST:

Julie Krueger, CMC, City Clerk

Date

Approved as to form:

Gene E. Parker, City Attorney

Date

NORTHERN WASCO COUNTY PARKS & RECREATION DISTRICT

By: _____
Karl Cozad, Executive Director

Date

Approved as to form:

Thomas C. Peachey, attorney for
District

Date

February 26, 1996

Misc. Contracts & Agreements
No. 13,812

COOPERATIVE IMPROVEMENT AGREEMENT

This Agreement is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT"; WASCO COUNTY, by and through its elected officials, hereinafter referred to as "County", and CITY OF THE DALLES, by and through its elected officials, hereinafter referred to as "City"

WITNESSETH

RECITALS

1. The Columbia River Highway is a State highway under the jurisdiction and control of the Oregon Transportation Commission.
2. By the authority granted in ORS 190.110, 366.77 and 366.775, State may enter into agreements with counties and cities for the performance of work on certain types of improvement projects with the allocation of costs to terms and conditions mutually agreeable to the contracting parties.
3. Under such authority, ODOT, County and City plan and propose to construct a bicycle path commonly known as Port Access Road - Riverfront Park (Bikeway); hereinafter referred to as "PROJECT". The location of the PROJECT is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. ODOT will construct the project with \$470,000 State Bicycle Program funds.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

ODOT OBLIGATIONS

1. ODOT shall obtain all permits, perform all preliminary engineering and design work required to produce cost estimates, plans and specifications for the Project, award and let a construction contract, furnish all construction engineering, material testing, technical inspection and project manager services for administration and construction of the Project.

EXHIBIT "A"

2. Upon completion of the project, ODOT shall maintain the drainage facilities, signing, GM barrier and two foot fence closest to the travel lanes.
3. ODOT shall provide AC millings to be used as base material for the project.
4. ODOT shall purchase fill and other aggregate materials from the County at the rate of \$0.50 per cubic yard, if the material is determined to be suitable for the project. ODOT shall review, calculate quantities by in-place re-measure, approve and reimburse County for materials supplied for the project, billed in a format acceptable to ODOT, no more than once a month.
5. ODOT shall submit a final cost report, within 30 days of completion, to County and City detailing all project costs.
6. ODOT shall have the right to enter on to and/or occupy City or County right-of-way for the purpose of constructing the project.
7. ODOT shall make available upon request, if not otherwise in use and at no cost to the requesting local agency, a sweeper for the purpose of maintaining the bike path upon completion of the project.
8. ODOT shall retain ownership of the right-of-way for the bikeway.

COUNTY OBLIGATIONS

1. County shall sell rock and/or other aggregate products to ODOT at \$0.50 per cubic yard, from a County controlled source if they are deemed suitable for use on the subject project. County shall submit monthly billings in a format acceptable to ODOT, for materials supplied for the subject project.
2. County grants ODOT the right to enter onto and/or occupy County right-of-way for the purpose of constructing the project.

CITY OBLIGATIONS

1. City shall grant ODOT the right to enter onto and/or occupy City right-of-way for the purpose of constructing the project.

2. Once construction is completed, City shall maintain the surface of the bike path and the fencing between the path and the river. Maintenance of the bike path surface, as an example includes: sweeping, crack sealing, patching potholes and control of vegetation.
3. City or another local agency may request use of and/or have access to ODOT's sweeper, at no cost, for the purpose of maintaining the bike path. City will be fully responsible for maintenance and repair of said sweeper while out of ODOT's possession.
4. City, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, accepts liability for any accidents or damage occurring as a result of the City's negligent acts when City personnel are working on ODOT property.

GENERAL PROVISIONS

1. ODOT, County and City agree to work in close cooperation during preparations of final plans and specifications for the PROJECT. ODOT shall submit plans and specifications for County and City for review and comment prior to commencement of work. ODOT, County and City agree that minimum design standards shall be in accordance with the current Oregon Bicycle Plan.
2. ODOT, County and City shall each designate a PROJECT manager to act as lead agent in coordinating all interagency work necessary to complete the PROJECT.
3. The Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
4. ODOT, County and City hereto agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
5. ODOT, County and City agree to comply with all applicable State, Federal, and local laws, rules, regulations, and ordinances, including but not limited to those pertaining to Civil Rights.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

This project was approved in the 1995-1998 Statewide Transportation Improvement Program on July 20, 1994 by the Oregon Transportation Commission (page 177, Key No. 06264).

On April 12, 1995 the Oregon Transportation Commission adopted Delegation Order 2, which became effective May 1, 1995. The order grants authority to the Region Manager to approve and execute agreements for work in the current Statewide Transportation Improvement Program or approved workplan budget.

APPROVAL RECOMMENDED

By _____
District 9 Manager

By _____
Bicycle Program Manager

**APPROVED AS TO
LEGAL SUFFICIENCY**

By _____
Asst. Attorney General

Date _____

By _____
County Counsel

Date _____

By _____
City Counsel

Date _____

STATE OF OREGON, By and
through its Department of
Transportation

By _____
Region Manager

Date _____

COUNTY of WASCO, by and
through its elected officials

By _____
Commissioner

By _____
Commissioner

Date _____

CITY OF THE DALLES, by and
through its elected officials

By _____
Mayor

By _____
City Manager

Date _____

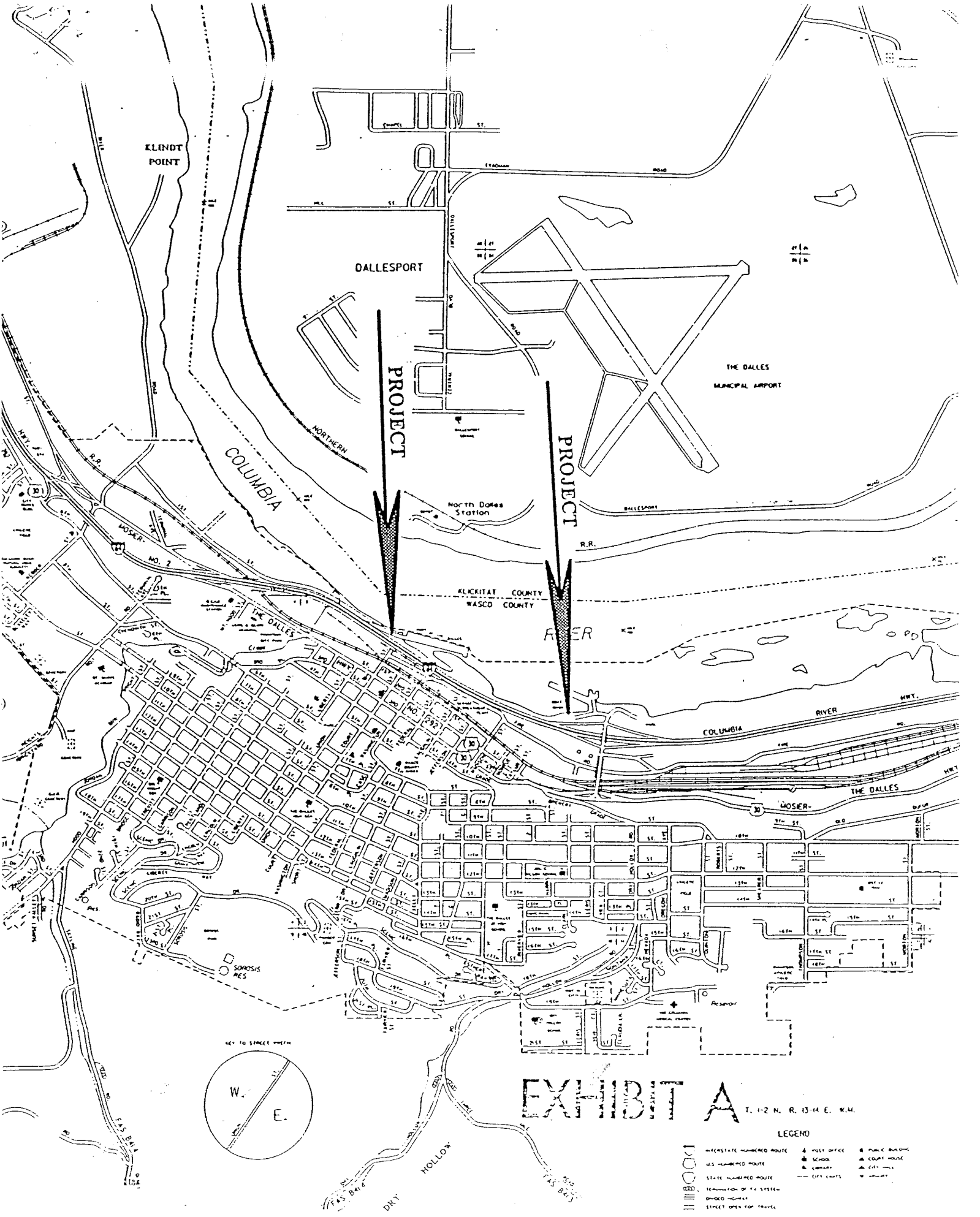


EXHIBIT A

T. 1-2 N. R. 13-14 E. W.M.

LEGEND

- INTERSTATE NUMBERED ROUTE
- U.S. NUMBERED ROUTE
- STATE NUMBERED ROUTE
- TERMINATION OF F.S. SYSTEM
- DIVIDED HIGHWAY
- STREET OPEN FOR TRAVEL
- POST OFFICE
- SCHOOL
- CEMETERY
- CITY LIMITS
- PUBLIC BUILDING
- COURT HOUSE
- CITY HALL
- JAIL