

INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY OF GRESHAM FOR TRAFFIC SIGNAL SERVICES AND ELECTRICAL MAINTENANCE

This Intergovernmental Agreement (“Agreement”) is made and entered into pursuant to ORS 190.010, effective December 31, 2005, between Multnomah County (“County”) and the City of Gresham (“City”). This agreement shall be henceforth referred to as the “2005 COUNTY/ GRESHAM SIGNAL MAINTENANCE IGA”. Contemporaneous with this agreement, the parties are entering into an Intergovernmental Agreement to transfer certain County Roads from Multnomah County to the City of Gresham.

PURPOSE

The general purposes of this agreement are to:

1. Provide for the maintenance, operations and emergency response for County traffic signals, including flashers and other electrical traffic control devices, and streetlights referred to in this Agreement.
2. Provide for the maintenance, operations and emergency response for traffic signals at intersections where a split jurisdiction ownership exists.
3. Provide for placement, construction or improvement of traffic signals on streets where split jurisdiction exists.
4. Provide for the obligations of the County and City.
5. Provide payment for services provided by the City.

RECITALS

1. The County is transferring jurisdiction and control of all County roads and traffic signals, within the Gresham city limits, to the City, effective January 1, 2006; and
2. After the transfer, the County will be responsible for maintenance of certain traffic signals and street lights outside the Gresham city limits; and
3. The City and County find that a rational and efficient method for traffic signal and street light operation and maintenance and emergency response is for the City to provide the services to be provided under this agreement; and
4. The transfer of some of the roads from the County to the City will result in traffic signals being spilt among two or more jurisdictional boundaries; and
5. ORS 190.010 and 190.030 provide for intergovernmental agreements between units of local government, including the City and the County, to allow the performance of functions or activities by one unit of local government for another; and

6. The County is, contemporaneously with this agreement, entering into an agreement to transfer the roads, and a separate agreement for the County to maintain the transferred roads (“Maintenance IGA”).

AGREEMENT

A. Term

The original term of this agreement shall be January 1, 2006 through December 31, 2010. This agreement shall become operative, and the obligations of the parties to perform under this agreement shall commence as determined by a written amendment to this agreement executed by the Chair and the City Manager or their respective designees.. City and County each agree to provide notice to the other on or before December 31, 2009 of intent to terminate this agreement on December 31, 2010. If no such notice is given, this agreement shall thereafter continue year to year and may thereafter be terminated by either party upon written notice given to the other party not less than one year prior to the anniversary date.

B. City Obligations

1. City shall be responsible for all traffic signal operations including timing and communications for the signals listed on Exhibits A and B. City shall further be responsible for signal maintenance and repair for the signals listed on Exhibits A and B and shall at all times keep such signals in good working order. Operation and Maintenance under this Agreement shall be done in accordance with the Manual of Uniform Traffic Control Devices as adopted by the Oregon Transportation Commission.
2. City shall provide power for the signals listed in Exhibit A and shall bill County for the cost for power to each such signal in the proportion to County responsibility for each signal as shown on Exhibit A. County shall provide power for the signals listed on Exhibit B.
3. Maintenance of the vehicle detector loops will be done by the City. Maintenance of the pavement around the vehicle detector loops in the City will be done by the County under the Maintenance Agreement while that agreement is in effect. Maintenance of the pavement around the vehicle detector loops outside of the City will be done by the County.
4. The City and County will confer and agree to timing and operation of traffic signals listed on Exhibits A and B.
5. The City shall respond to all emergencies related to traffic signals and streetlights covered by this agreement upon request from the County or 9-1-1 call center not later than 24 hours after receipt of the request.
6. City will only use licensed electricians for all electrical and signal work done under this agreement.

7. The City shall provide One-Call locates for all signalized spilt jurisdiction intersections, all county intersections and all street lights covered by this agreement as requested.
8. The City will provide electrical maintenance to the County for 8 decorative turn-out lights on Stark Street and, to the Mid-County Lighting District for 28 decorative street lights in the City of Troutdale in accordance with a maintenance schedule agreed to by the parties or as requested by County and to the City of Maywood Park for street/bike path lighting.
9. The City has the right to contract out any maintenance function for which the City does not possess the equipment or expertise to perform after receiving the County's approval, which shall not be unreasonably withheld.
10. For each capital project proposed to be constructed by the County, City will provide up to 8 hours of consultation with City's electricians assigned to perform work under this Agreement to assist in the design of the project. Such consultation shall be at no charge to the County.
11. City shall provide other electrical services within a reasonable period of time from a County request.
12. All services provided by City under this agreement shall be billed on a time and materials basis. City will provide a detailed statement of work performed and for each task the cost of the work. Billing for work associated with signals listed in Exhibit A shall be in proportion to County responsibility for each signal as shown on Exhibit A. City will invoice City not more than 30 days after the end of each quarter of the fiscal year.
13. The County may, at any time, investigate any bill for work performed and determine the accuracy of the report or an amount billed. The City shall make available for investigation, at no cost to County, all records, including historical records and books of the City relating to performance of this Agreement necessary for verification of a report. Such investigation may be done by the County or any person selected by the County. Neither payment of a billing nor a failure to make an investigation shall be deemed to prevent subsequent investigation by the County.

County Obligations

1. The County shall pay the cost for power to each signal as shown on Exhibit A in the proportion to County responsibility for each signal. The County shall pay the power cost related to the signals listed in Exhibit B. County shall also pay or cause to be paid the power costs associated with the streetlights covered by this agreement.
2. The County shall pay City within thirty (30) days after receipt of an invoice from the City.

3. The County agrees to allow the City the right to enter onto and occupy County right-of-way for the construction, installation, and maintenance of traffic signal and street light equipment.
4. To the extent it becomes necessary to obtain the right for City to enter upon private property to perform work described in this Agreement, County shall be responsible for obtaining such rights as are necessary for City to do the work.

General Provisions

1. Responsibility for damages to a traffic signal, other electrical traffic control device or street light shall be as follows:
 - a. City shall provide information concerning repair costs associated with damage to a County signal, or a streetlight covered by this agreement.
 - b. Damage caused by a contractor of either the City or County shall be billed to the party who hired the contractor. Damages to signals listed on Exhibit A resulting from third party traffic accidents will be collected by the City. City will apply the amounts collected to repair of the damage and shall not bill County for any such amounts so collected and applied. Amounts not collected shall be paid by the County in the proportion to County responsibility for each signal as shown on Exhibit A. Damages to signals listed on Exhibit B resulting from third party traffic accidents will be collected by the County. Amounts not collected shall be paid by the County.
2. County shall provide City access to the County's information technology infrastructure that serves signal operations and electronic communication for staff ("Signal IT Infrastructure"). City and County agree to transfer control of the Signal IT Infrastructure from County to City not more than 12 months from the date of this Agreement and to use best efforts to accomplish the transfer within that time. County will maintain the Signal IT Infrastructure until transfer to the City is accomplished. Each party will pay its own costs associated with the work required to accomplish the transfer.
3. County will transfer to City all software and hardware necessary for operation of school flashers.
4. Any additional traffic signals added after this agreement will be added to Exhibit A or Exhibit B depending on location, with a percentage of responsibility allocated between the parties based on the roads coming into the intersection. Signals may be deleted from this agreement by agreement of the parties. Amendments to this agreement under this paragraph may be done by written agreement executed by the Chair and the City Manager or their respective designees.

5. Each party shall designate an employee responsible for administration of this Agreement.
6. City and County will meet quarterly to discuss signal operations and maintenance services and future road projects.
7. County currently pays for power for certain signals that are the subject of this Agreement under agreements with the Oregon Department of Transportation (ODOT) and Portland General Electric (PGE) Until such time as these agreements are assigned to Gresham, County shall continue to pay for power under these agreements and shall receive an appropriate credit for such payments.
8. County shall have access to such books, documents, papers, and records of City as are necessary for the purpose of making copies or performing an audit. Any copies provided or any audit shall be at the sole cost of the County.

ADDITIONAL PROVISIONS

- A. All notices and other communications to the parties under this IGA must be in writing, and shall be addressed respectively as follows:

City of Gresham
Attention: Transportation Division Manager
Department of Environmental Services
1333 NW Eastman Parkway
Gresham, OR 97030

Multnomah County
Attention: Transportation Support Services Manager
Department of Community Services
1620 SE 190th Ave.
Portland, OR 97233

All payments shall be addressed as follows:

City of Gresham
Attn: Financial Services Division Manager
Finance and Management Services Dept
1333 NW Eastman Parkway
Gresham, OR 97030

All notices shall be given (i) by personal delivery to the party, (ii) certified or registered mail, return receipt requested, or (iii) by electronic communication followed immediately by registered or certified mail return receipt requested. All notices shall be effective and shall be deemed delivered (a) if by personal delivery, on the date of delivery, (b) if by certified or registered mail on the date delivered to the United States Postal Service as shown on the

receipt; and (c) if by electronic communication, on the date the confirmation is delivered to the United States Postal Service as shown on the actual receipt. A party may change its address from time to time by notice to the other party.

- B. The failure of a party to insist on the strict performance of any provision of this IGA or to exercise any right, power or remedy upon a breach of any provision of this IGA shall not constitute a waiver of any provision of this IGA or limit the party's right thereafter to enforce any provision or exercise any right.
- C. No modification of this IGA shall be valid unless made in writing and duly executed by the parties.
- D. The parties agree that in construing this IGA no covenants shall be implied between the parties except the covenants of good faith and fair dealing.
- E. This IGA shall be governed by and interpreted in accordance with the laws of the State of Oregon.
- F. Each party shall take from time to time, for no additional consideration, such actions and execute such instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this IGA.
- G. Each and every power and remedy specifically given to the non-defaulting parties shall be in addition to every other power and remedy now or hereafter available at law or in equity (including the right to specific performance), and each and every power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission in the exercise of any such power or remedy and no renewal or extension of any payments due under this IGA shall impair such power or remedy or shall be construed to be a waiver of any default.
- H. The provisions of this IGA shall survive its termination to the full extent necessary for their enforcement and the protection of the party in whose favor they run.
- I. This IGA shall bind and inure to the benefit of the parties and their successors and assigns.
- J. A material consideration of the parties entering into this IGA is that parties will make all payments as and when due and will perform all other obligations under this IGA in a timely manner. Time is of the essence of each and every provision of this IGA.
- K. This IGA may be executed in counterparts, all of which taken together shall constitute a single Agreement.

- L. This IGA shall not be construed to create a partnership between the parties or to authorize any party to act as agent for any other party or parties except as expressly provided in this IGA.
- M. This IGA, including all attached exhibits, contains the entire and final understanding of the parties relating to the transfer and maintenance of roads and associated drainage facilities. This IGA may only be amended by the mutual agreement of the parties.
- N. In the event a dispute arises concerning this Agreement, the City and the County agree that the dispute shall initially be referred to the City Manager and County Chief Financial Officer, or their designees. If negotiation does not resolve the dispute, the City and County agree that the dispute shall be submitted to mediation. The mediator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties fail to agree on a mediator within 10 days of written notice by either party to the other requesting mediation, then each party shall appoint a representative who has been qualified as a mediator in Oregon. The representatives shall choose a mediator who shall serve as the mediator in the dispute.
- O. The parties recognize that this Agreement may not address all details that might arise in during the term of this agreement. Each party shall negotiate in good faith such additional details and all additional agreements shall be memorialized in writing.

MULTNOMAH COUNTY

CITY OF GRESHAM

By _____

By _____

Title: _____

Title: Mayor

By _____

Title: City Manager

Reviewed:

Approved as to form:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____

John Thomas
Deputy County Attorney

Gresham City Attorney's Office

EXHIBIT A

SPLIT JURISDICTION SIGNALS & FLASHERS		City Share	County Share
1	Halsey Street & 201st Avenue	50%	50%
2	Stark St & 248th/Mount Hood Hospital	50%	50%
3	Stark St & Hale	50%	50%
4	Stark Street & 257th Avenue	25%	75%
5	Glisan St & 223rd/Fairview Ave	50%	50%
6	Glisan Street & 207th Avenue	50%	50%
7	Glisan Street & LSI	50%	50%
8	Glisan Street & Wood Village Blvd	50%	50%
9	Glisan Street & 242nd Avenue	25%	75%

EXHIBIT B

	COUNTY INTERSECTIONS	County Share
1	257th Avenue & 257th Way	100%
2	257th Avenue & Cherry Park North	100%
3	257th Avenue & Columbia Highway	100%
4	Buxton Road & Cherry Park	100%
5	Stark Street & Evans Street	100%
6	Stark Street & Troutdale Road	100%
7	SW Cherry Prk & SW Sturges Ln	100%
8	Troutdale & Cochrane	100%
9	Halsey & 7 th	100%
10	Halsey St & 223rd/Fairview Ave	100%
11	Halsey Street & 207 th	100%
12	223rd at Park Lane / Mult Kennel Club	100%
13	238th Avenue & Arata Road	100%
14	257th Avenue & Cherry Park South	100%
15	Halsey Street & 238th Drive	100%
16	Sandy Blvd @ 238th Ave	100%
17	Orient Drive & 282nd Avenue	100%
18	Sandy Blvd @ 207 th Ave	100%
19	Sandy Blvd @ 223 rd Ave	100%
	COUNTY FLASHERS	
1	Division & 302nd Avenue	100%
2	Division Street & Troutdale Rd	100%
3	Dodge Park & 302nd Avenue	100%
4	Hogan Road & Rugg Road	100%
5	Hurlburt Rd @ Evans	100%
6	Lusted Road & 302nd Avenue	100%
7	282nd Avenue & Stone Road	100%
8	Glisan at Woodland School in Fairview (school flasher)	100%