

**INTERGOVERNMENTAL AGREEMENT**  
**Multnomah County No. 4600008385**

This is an Agreement between the City of Fairview, a political subdivision of the State of Oregon ("The City"), and Multnomah County, a political subdivision of the State of Oregon ("The County"), pursuant to authority granted in ORS Chapter 190.

**PURPOSE:**

The purpose of this Agreement is to provide for the design and construction of a 1,000 foot long concrete sidewalk infill (including landscape and grassy swale improvements) along the north side of NE Halsey Street (a County Road under the jurisdiction of the County) from approximately 750 feet east of NE 201st Ave. to approximately 850 feet west of NE Fairview Parkway within the City of Fairview (the "Project") and to establish the parties' obligations with respect to the Project. The parties have determined that the Project is necessary for the improved public safety and livability of NE Halsey Street.

**RECITALS:**

1. In November 2008, the City was awarded a Pedestrian and Bicycle Program Grant from the Oregon Department of Transportation in the amount of \$157,900. The City must furnish a \$25,000 match. The City's grant application, including the intended scope of work, cost estimate and location is attached as Exhibit A. The ODOT award letter to the City is attached as Exhibit B.
2. The Project budget estimate as submitted in the grant application is \$182,689.
3. The City and County mutually agree that it is in the best public interest to utilize County design, advertising, award, and construction management services in executing the Project.
4. The City and ODOT have entered into an IGA (#25329) for this Project, with an effective date of April 10, 2009. The ODOT/City Agreement is attached as Exhibit C.
5. The County's Scope of Work under this Agreement is as set forth in the attached Exhibit D.

**THE PARTIES AGREE AS FOLLOWS:**

1. **TERM.** The term of this Agreement shall be from the date that all required signatures have been obtained to the completion of the Project and final payment. Per the agreement between the City and ODOT, the Project must be complete by October 31, 2011, unless a later date is chosen by mutual agreement of the City and ODOT.
2. **RECITALS ARE INCORPORATED.** The above Recitals are contractual and incorporated by this reference.

3. **RESPONSIBILITIES OF THE COUNTY.** The County agrees to provide the following services:

- A. Designate the County Project Manager, who shall be:  
Name: Adam Soplop, PE  
Address: 1620 SE 190<sup>th</sup> Ave., Portland OR 97233  
Phone/Fax: (503) 988-5050 x22604 - Fax: (503) 988-3321  
E-mail: [adam.soplop@co.multnomah.or.us](mailto:adam.soplop@co.multnomah.or.us)
- B. County's Project Manager and/or appropriate staff shall regularly meet with City during the design and construction stages of the Project and provide timely responses to City's inquiries regarding the Project.
- C. The County will design, advertise, and, provided an acceptable responsive bid is received, award a contract for and manage the construction of the Project in compliance with Exhibits A, C, and D, provided the County shall only award a contract for construction of the Project if the available cash funds will cover the contract amount.
- D. If the County does award the construction contract, the County shall maintain electronic copies of all Project documents, which shall be provided to the City. The preliminary design shall identify any needs for ROW acquisition, easements, permits, utility relocations or reconstructions, etc., and such identified costs will be included in the Project estimate.
- E. If the County does award the construction contract, the County shall:
  - 1. Participate in public meetings scheduled for the Project as provided in Exhibit D.
  - 2. Develop and deliver the Project as provided in Exhibit D.
  - 3. Invoice City on a monthly basis for Project costs incurred.
- F. The County shall require that the Contractor selected for the Project obtain and keep in effect the insurance coverage required of the Contractor as described in paragraph 7 of the Agency Obligations in the ODOT/City Agreement.

4. **RESPONSIBILITIES OF CITY.** City agrees to provide the following services:

- A. Designate the City's Project Manager, who shall be:  
Name: John Gessner, Public Works Director  
Address: Fairview City Hall, 1300 NE Village St, Fairview OR 97024  
Phone/Fax: (503) 674-6235 - Fax: (503) 667-7866  
E-mail: [gessnerj@ci.fairview.or.us](mailto:gessnerj@ci.fairview.or.us)
- B. Meet regularly with County during the design and construction stages of the Project.
- C. Timely respond to County's Project Manager's inquiries regarding the Project.
- D. Coordinate and conduct all public meeting(s) scheduled for the Project by the City.
- E. Within 30 days of receipt of the invoice by the County of the County's incurred costs for the Project, the City shall pay the invoice, except that the City shall not be obligated to pay costs that exceed the contract amount unless the County has obtained from the City separate written approval. The City's approval shall not be unreasonably withheld provided the County received written approval from the City of the contract awarded pursuant to Exhibit D and any subsequent change orders.

5. **TERMINATION.** This Agreement may be terminated by either party upon 60 days' written notice. In the event ODOT terminates the ODOT/City Agreement as permitted by the terms of that agreement, the City may immediately terminate this Agreement provided that the City pays the County for any outstanding Project costs, subject to the exception stated in paragraph 4.E.
6. **INDEMNIFICATION.**
  - A. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the financial limits therein for the benefit of local public bodies, 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.
  - B. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the financial limits therein for the benefit of local public bodies, 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.
7. **INSURANCE.** Each party shall be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
8. **ADHERENCE TO LAW.** Each party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.
9. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
10. **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.
11. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.
12. **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.
13. **ADDITIONAL TERMS AND CONDITIONS:**
  - A. Both parties agree that the final design, specifications, plans and standards and engineer's estimate for the Project shall be mutually approved before the advertisement for bids is published.

- B. In the event the construction bids returned to the County exceed by 10% or more the estimated cost of the Project, the parties agree to timely meet to resolve how to fund the additional cost or revise the proposed Project to stay within budget. If a mutually acceptable resolution is not obtained, the Project will be cancelled, and this Agreement will be terminated.
- C. The parties agree to meet on a regular basis to discuss development of the Project with respect to scope, cost and schedule. If the October 31, 2011 completion date identified in Exhibits B, C, and D appears to be in jeopardy, City will initiate discussion with ODOT to re-negotiate a revised completion date.
- D. The County will require the contractor selected for the Project to agree that the State of Oregon is a third party beneficiary of the construction contract and to indemnify, defend and hold harmless the State of Oregon and the City.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By: \_\_\_\_\_

Jeff Cogen

Title: County Chair

Date: 07/22/10

CITY OF FAIRVIEW, OREGON

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

By: /s/ Matthew O. Ryan

Matthew O. Ryan  
Assistant County Attorney

Date: June 29, 2010

APPROVED AS TO FORM:

By: \_\_\_\_\_

City Attorney  
City of Fairview

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