

CONTRACT AMENDMENT NO. 11
TO INTERGOVERNMENTAL AGREEMENT
for Westside Maintenance

COUNTY No. 4600001503
and CITY No. 51062

This is an amendment to Intergovernmental Agreement No. 51062 (Portland), and No. 4600001503 (Multnomah County), as follows:

1. Under Article Three, Section I: ROADWAY FACILITY MAINTENANCE, (A), the existing text is deleted, and the following is substituted:

Beginning July 1, 1998, the City shall provide the following Roadway Facility Maintenance Services to County Roads within the Westside Contract Maintenance Services Area. The level of maintenance provided for each activity will be the same level provided by the City to city streets within the City Limits. Maintenance services shall be provided in a manner consistent with applicable operation and maintenance best management practices as set forth in the City of Portland National Pollutant Discharge Elimination System Municipal Stormwater Permit. The level of review and services shall be provided at the same level provided by the City to other areas within the City limits.

2. Under Article Three, Section I: ROADWAY FACILITY MAINTENANCE; subsection (A) (1) (a), the existing text is deleted.

3. Under Article Three, Section IV: REPORTING, subsection (2), the existing text is deleted.

4. Under Article Three, Section V: TERM, subsection (A), the existing text is deleted, and the following is substituted:

A. The term of this agreement shall be from July 1, 2009, to and including June 30, 2010, unless sooner terminated or renewed under the provisions hereof.

5. Under Article Three, Section VI: COMPENSATION, subsection (5), the existing text is deleted, and the following is substituted:

The County agrees to compensate the City as follows:

5. Up to \$100,000 for the performance of work at the rates authorized under this Agreement, including up to \$3,500.00 for snow and ice response in fiscal year 2010 in the Westside Contract Maintenance Service Area. The City shall not perform any services that will exceed \$100,000.00 in total billing under this Agreement without the County's prior written consent.

6. Under Article Three, Section VII: PROJECT MANAGEMENT, subsection (A) (1), the existing text is deleted, and the following is substituted:

1. Administrative issues: Rob Bayley. Administrative issues include contract renegotiations, tracking of costs, and arranging for service payments to the City.

7. Under Article Three, Section VII: PROJECT MANAGEMENT, subsection (A) (2), the existing text is deleted, and the following is substituted:

2. Operational issues: Mike Boyle. Operational issues include day to day provision of roadway facility services.

8. Under Article Three, Section VII: PROJECT MANAGEMENT, subsection (B) (1), the existing text is deleted, and the following is substituted:
1. Administrative issues: Tom Hansell. Administrative issues include contract renegotiations, tracking of costs, and arranging for service payments to the City.
9. Under Article Three, Section VII: PROJECT MANAGEMENT, subsection (B) (2), the existing text is deleted, and the following is substituted:
2. Operational Issues: Bill Whitson. Operational issues include day to day provision of roadway facility services.
10. Except as amended herein, all other terms and conditions of the referenced intergovernmental agreement as amended to date shall remain in full force and effect.

CITY OF PORTLAND

_____ Signature	_____ Mayor Title
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_____ Sam Adams Name (Print)	_____ Date
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_____ Signature	_____ Auditor Title
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_____ Lavonne Griffen-Valade Name (Print)	_____ Date
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APPROVED AS TO FORM:

_____ Signature	_____ Title
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_____ Name (Print)	_____ Date
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MULTNOMAH COUNTY, OREGON

_____ Ted Wheeler, County Chair	_____ Date
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DEPARTMENT AND COUNTY ATTORNEY APPROVAL AND REVIEW

Approved: _____ M. Cecilia Johnson, Department Director	_____ Date
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REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By <u>/s/ Matthew O. Ryan</u> Matthew O. Ryan, Assistant County Attorney	<u>August 13, 2009</u> Date
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