

**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**

_____	<u>Mayor</u>
Signature	Title
<u>Sam Adams</u>	_____
Name (Print)	Date
_____	<u>Auditor</u>
Signature	Title
<u>Lavonne Griffen-Valade</u>	_____
Name (Print)	Date

**APPROVED AS TO FORM:**

_____	_____
Signature	Title
_____	_____
Name (Print)	Date

**MULTNOMAH COUNTY, OREGON**

_____	_____
Ted Wheeler, County Chair	Date

**DEPARTMENT AND COUNTY ATTORNEY APPROVAL AND REVIEW**

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

**REVIEWED:**

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

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