

82ND AVENUE AND AIRPORT WAY  
TRAFFIC LIGHT MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Portland ("City"), a municipal corporation of the State of Oregon, by and through its City officials, and the Port of Portland ("Port"), a municipal corporation of the State of Oregon, by and through its Executive Director.

R E C I T A L S

1. The Port has caused the State of Oregon ("State") to design and construct a traffic signal at the intersection of 82nd Avenue and Airport Way, hereinafter called "Traffic Signal." The location of the Traffic Signal is substantially as shown in the attached Exhibit A.

2. The Port and City desire to enter into an agreement, the terms of which will require the City to maintain the Traffic Signal.

3. The Port will reimburse the City for all reasonable maintenance costs as provided for in Article I, Section 2 of this Agreement.

## ARTICLE I - BASIC AGREEMENT

1. State has conducted the necessary field surveys and traffic investigations, identified and obtained permits as necessary, and performed all preliminary and final engineering required to produce plans and specifications for the Traffic Signal and has caused the installation of the Traffic Signal.

The Port shall provide the City with all available design and survey information related to the Traffic Signal. Prior to City taking over maintenance responsibility, Port will pay for the actual cost of any necessary repairs to the Traffic Signal in an amount not to exceed \$3,000 to bring it up to City standards.

2. City shall pay for all power costs and perform all necessary maintenance associated with the Traffic Signal and its related equipment. On an annual basis, the cost for this service shall be based on the average cost calculated by the City for maintaining a traffic signal and related equipment at an intersection. The average cost will be calculated by dividing the total signal maintenance and power costs by the total number of intersections the City maintains.

3. Except under emergency conditions, the City shall make no changes in the timing established for operation of the Traffic Signal without documented, mutual concurrence between City and Port. Written approval of Port will be required.

## ARTICLE II - GENERAL PROVISIONS

1. Liability: City shall hold harmless and indemnify the Port and its officers, agents, and employees against any and all liability, settlements, loss, costs, and expenses in connection with any actions, suit, or claim out of City's work under this Agreement.

2. Arbitration: Any controversy arising out of or relating to this Agreement which cannot be satisfactorily settled by mutual conference shall be settled by arbitration. Within fifteen (15) days following a controversy under this Agreement, the parties shall mutually appoint a single arbitrator who will settle all disputes between the parties related to the Traffic Signal and any other controversy that arises out of this Agreement in a timely manner. If agreement on the naming of an arbitrator cannot be reached within the fifteen (15) day period, the presiding judge of the Circuit Court of Multnomah County shall be asked to appoint an arbitrator. The parties shall share equally all arbitration costs and expenses incurred. The decision of the arbitrator shall be final.

3. Equal Employment Opportunity: In connection with the execution of this Agreement, the City shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The City shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

4. Termination: Upon mutual agreement, the Port and City may terminate this Agreement.

5. Subconsultants and Assignments: City shall neither subcontract with others for any of the work prescribed herein, nor assign any of City's rights acquired hereunder without obtaining prior written approval from Port. Port, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to City. Any attempted assignment of this Agreement without the written consent of Port shall be void.

6. Access to Records: Port shall have access to such books, documents, receipts, papers, and records of City as are directly pertinent to this Agreement for the purpose of making audit, examinations, excerpts, and transcripts.

7. Work is Property of Port: All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by City under this Agreement shall be the property of Port.

8. Adherence to Law: This Agreement shall be governed by the laws of the State of Oregon. City shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, Workers' Compensation, and minimum and prevailing wage requirements.

9. Modification: Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties. No modification shall be binding, unless executed in writing by Port and City.

10. Integration: This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

CITY OF PORTLAND

THE PORT OF PORTLAND

By \_\_\_\_\_

By \_\_\_\_\_  
Executive Director

Name: \_\_\_\_\_

By \_\_\_\_\_  
Assistant Secretary

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

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Counsel for  
The Port of Portland

05/30/86  
3492L:12E537

**ORDINANCE No. 158726**

158726

An Ordinance authorizing an agreement with the Port of Portland to define maintenance and electrical power responsibilities for the traffic signal at N.E. 82nd Avenue and Airport Way, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That the Port of Portland (Port) initially installed the traffic signal at N.E. 8nd Avenue and Airport Way;
2. That the Port now desires that the City maintain this traffic signal, and
3. That the Port will pay the City for its costs associated with this maintenance;


NOW THEREFORE, the Council directs:

- a. The Auditor and Commissioner of Public Utilities are hereby authorized to enter into an agreement with the Port of Portland; said agreement is attached.

Section 2. The Council declares that an emergency exists because the City has more qualified personnel to do this type of work and any delay could cause delays to the motoring public.

Passed by the Council, **JUL 10 1986**  
Commissioner Margaret Strada  
Bill Kloos:ww  
July 1, 1986

**Jewel Lansing**  
Auditor of the City of Portland  
By *Doris E. Chesser*  
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
BOGLE		
LINDBERG	✓	
SCHWAB	✓	
STRACHAN	✓	
CLARK	✓	

FOUR-FIFTHS CALENDAR	
BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	

Calendar No. **1369**

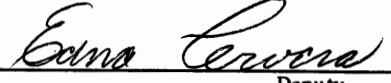
ORDINANCE No. **158726**

### Title

An Ordinance authorizing an agreement with the Port of Portland to define maintenance and electrical power responsibilities for the traffic signal at N.E. 82nd Avenue and Airport Way, and Declaring an Emergency.

Filed **JUL 2 1986**

**JEWEL LANSING**  
Auditor of the CITY OF PORTLAND

By   
Deputy

INTRODUCED BY

Commissioner Strachan

### NOTED BY THE COMMISSIONER

Affairs

Finance and  
Administration

Safety

Utilities

*MDS/jp*

Works

### BUREAU APPROVAL

Bureau:

Traffic Management - Signals

Prepared By:

Date:

Bill Kloos

7/2/86

Budget Impact Review:

☒ Completed

☐ Not required

Bureau Head:

Joan English

### CALENDAR

Consent

☒

Regular

### NOTED BY

City Attorney

City Auditor

City Engineer