

INTERGOVERNMENTAL AGREEMENT

183526

Agreement No. 4600008043

This is an Agreement between City of Portland (City) and Multnomah County (County). This Intergovernmental Agreement (IGA) is made pursuant to authority granted in ORS Chapter 190.

I. RECITALS:

- A. The purpose of this agreement is to establish the City's and the County's tasks necessary to conduct a planning and public involvement process required under the National Environmental Policy Act (NEPA) rules with respect to the proposed Sellwood Bridge Project (Project).
- B. This planning and public involvement process shall examine the impacts of replacing the Sellwood Bridge and includes amongst other tasks "Public Outreach" meetings to explain the Project and receive public comment and concerns.
- C. The County has empanelled a Senior Agency Staff (SAS) group comprised of representatives of jurisdictions, including the City, impacted by the Sellwood Bridge Project.
- D. Through the execution of this Agreement, both the City and County agree to participate in the "Project Management Team" (PMT) to oversee and manage the Sellwood Bridge NEPA Process; it is contemplated at this time the PMT is to be comprised of representatives of the County, the City of Portland, Metro, and the County's engineering consultants.
- E. The City and County now desire to reduce to writing their cooperative roles in the NEPA Process for the Sellwood Bridge Project.

II. THE PARTIES AGREE AS FOLLOWS:

- A. **TERM.** The term of this agreement shall be from July 1, 2009 through January 2, 2011. The intent of the term is to last through the NEPA process to the NEPA Record of Decision.
- B. **RESPONSIBILITIES OF CITY.** The City agrees to:
 - 1. Designate John Gillam as Project Liaison for the Sellwood Bridge Project. The Project Liaison shall:
 - a. Be the designated primary contact person for the City in all matters related to the services provided under this Agreement;
 - b. Keep the County and the PMT fully and promptly informed of the positions, comments, and questions of the affected City bureaus with respect to the Project;
 - c. Keep all affected City bureaus informed of the positions, comments, and questions of their colleague City bureaus with respect to the Project;
 - d. Attend and actively participate in the PMT including all meetings and other PMT activities and ensure the same for any appropriate City bureau staff, as required;

- e. Upon request from the County, be able to identify the City's final position on a Project issue if City bureaus have varied in their positions;
 - f. As directed by the County, provide input regarding scheduling and regulatory tasks for the Project Work Plan;
 - g. Conduct regular and timely briefings of current project progress to the elected City officials and to the management of all appropriate City bureaus;
 - h. Issue written notice to County (updated as necessary) identifying the persons briefed under this Section; and
 - i. Assist the County in obtaining permits from City bureaus.
2. City's Project Liaison and appropriate City staff (as approved by County) shall actively participate in meetings of the PMT and SAS for the Project. City staff participating in the PMT and the SAS shall be prepared to respond to all inquiries regarding the areas of city responsibility and authority relating to the Project. City staff participating in the PMT and SAS shall also promptly advise City management of the current status of the NEPA process and identify and promptly report to the PMT and SAS any issues of concern perceived by the City with respect to the Project.
 3. City's Project Liaison and appropriate City staff shall actively participate in Public Outreach meetings as requested by the County. City personnel participating in the Public Outreach meetings shall be prepared to respond to all inquiries from the public regarding City policies and regulations as they pertain to the ongoing NEPA process for the Project.
 4. The City's Project Liaison shall manage an in-house technical advisory committee ("City TAC") comprised of staff from appropriate City bureaus. The City TAC shall meet as necessary. The functions of the City TAC are to review and comment on project developments that may affect City Bureau policies and responsibilities and to be able to provide ongoing project status and updates within the City's management structure. If there are situations where the policies of different City bureaus may be in conflict with one another with respect to the Project, the City's Project Liaison shall assist the County by facilitating the resolution of these situations.
 5. When there are materials requiring City review, the review period shall be two (2) weeks unless otherwise specified by the County in writing. The City Project Manager shall coordinate and provide to the County the City TAC's review comments.
 6. The City shall provide Transportation Analysis documents by December 30, 2009. Date is contingent upon timely receipt of necessary information and specifications by the County. The documents required are:
 - a. Written justification for a pedestrian-activated traffic signal at SE 6th Ave. and Tacoma St.
 - b. Written justification for relocating the access for the Macadam Bay Floating Home Community in Willamette Moorage Park to the City-owned access point immediately south of Freeman Motors, 7524 SW Macadam Ave.

- c. In the future Design Phase of the Sellwood Bridge Project, the City shall assist the Oregon Department of Transportation (ODOT) in the final design of Highway 43 (Macadam Blvd.) and provide necessary design information for the currently planned accesses (as described in the Interchange Area Management Plan Agreement between the City and ODOT).
7. Reimbursement shall be under the following terms:
- a. Total payments to the City will not exceed \$55,000 (including any expenses).
 - b. City shall bill County for the work, as follows:
 - i. City shall submit monthly or quarterly invoices to the County's Project Manager for County approval for actual work performed and authorized expenses incurred within the specific invoice period. The Project Liaison shall submit with invoices a summary of the work done through the period of the invoice and a forecast of the upcoming City-related tasks for the next invoice period.
 - ii. Invoices must show the hours and dates worked, billing rates including overhead, and summarize the nature of work done. Expenses must be fully itemized. Only listed expenses will be reimbursed.

County will reimburse the City for the following expenses:

- a) City's purchases of specialized reference material or informational material required to complete the deliverables under this agreement, with receipts.
- b) The actual, reasonable costs incurred by the City for mailing, copying, or delivering: documents, electronic media, or similar records required for the performance of this Agreement, with receipts.
- c) Travel and per diem costs incurred for required travel outside of the greater Portland metro area; reimbursement in accordance with County reimbursement rates and procedures.
- iii. Unless otherwise approved in writing by the County, invoices shall be submitted to the County not more than 30 days after the end of the billing period. City shall verify any travel, per diem costs, or other expenses with receipts if requested by the County.

C. RESPONSIBILITIES OF COUNTY

- 1. The County, as owner of the Sellwood Bridge, agrees to serve as the Project Manager for the implementation of the (NEPA) process designed to determine the potential impacts of rebuilding or rehabilitating the Sellwood Bridge and to find the consensus best alternative.
- 2. County will implement the NEPA process, be responsible for developing all required plans and specifications as required under the process, and any follow-up on construction as needed and determined by the planning process.
- 3. County will administer the Federal Highway funding for the project and will pay the City.

D. TERMINATION. This agreement may be terminated by either party upon 60 days' written notice.

- E. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, 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. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, 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.
- F. **INSURANCE.** Each party shall each 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.
- G. **ADHERENCE TO LAW.** Each party shall comply with all federal, state, and local laws and ordinances applicable to this agreement.
- H. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
- I. **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.
- J. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
- K. **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.
- L. **ADDITIONAL TERMS AND CONDITIONS:**
 - 1. This agreement may be extended or amended in writing upon mutual agreement of the parties to the IGA.
 - 2. The County designates Michael Eaton as the contact person for Multnomah County. Mr. Eaton's address, phone number, and e-mail address are as follows:

Department of Community Services
 Bridge Section
 1403 SE Water Avenue
 Portland OR 97214
 (503) 988-3757 x247

michael.j.eaton@co.multnomah.or.us

3. The City Project Liaison John Gillam's address, phone number, and e-mail address are as follows:

City of Portland Office of Transportation Planning
 1120 SW 5th Ave., Suite 800
 Portland OR 97204
 (503) 823-7707
john.gillam@pdxtrans.org

4. Official communication regarding this contract shall be via e-mail or writing to the above-named persons or their designates. Designated representatives may only be changed upon written notice to the other party.

M. FUNDS AVAILABLE. In the event that funds cease to be available to County in the amounts anticipated for this agreement, County may terminate or reduce the scope of services to be provided and contract funding accordingly.

MULTNOMAH COUNTY, OREGON:

CITY OF PORTLAND

 Ted Wheeler, County Chair or Designee

 Sam Adams
 Mayor

Date: _____

Date: _____

Approved: _____
 M. Cecilia Johnson
 Department Director or Designee

 Lavonne Griffin-Valade
 City Auditor

Date: _____

Date: _____

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
 FOR MULTNOMAH COUNTY

Approved as to form:

By: /s/ Matthew O. Ryan
 Matthew O. Ryan
 Assistant County Attorney

By: _____
 Linda Meng
 City Attorney

Date: December 2, 2009

Date: _____