

## **INTERGOVERNMENTAL AGREEMENT**

### **NE Prescott St and NE 92<sup>nd</sup> Ave Sidewalk Improvement**

This Intergovernmental Agreement ("Agreement"), is being made by and between the City of Portland, Oregon and the City of Maywood Park, Oregon.

#### **I. PURPOSE**

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

#### **II. MISSION**

PBOT seeks to partner with the City of Maywood Park to improve pedestrian safety and access to transit.

#### **III. THE CITY OF MAYWOOD PARK OBLIGATIONS**

The City of Maywood Park agrees to:

- Allow PBOT and its contractors to improve the sidewalk and pedestrian crossing at NE Prescott St and NE 92<sup>nd</sup> Ave by improving ADA ramps and sidewalk at this intersection. This will include work on City of Maywood Park right-of-way.
- These ADA ramps will be built by PBOT and when work is completed they will be maintained by the City of Maywood Park.

PBOT will also build new sidewalk on the east side of NE 92<sup>nd</sup> Ave from NE Prescott Ave to NE Sandy Blvd. This work is on City of Portland right-of-way and will continue to maintain it.

#### **IV. CITY OF PORTLAND OBLIGATIONS**

The City of Portland agrees to:

- Construct ADA ramp at the intersection of NE Prescott St and NE 92<sup>nd</sup> Ave.
- Notify the City of Maywood Park should there be substantial delays or changes to the project

#### **V. GENERAL PROVISIONS**

1. Term and Termination. This Agreement becomes effective on . Unless earlier terminated as provided below, this Agreement shall continue through .
2. Early Termination of Agreement.
  - a. The City of Portland and the City of Maywood Park may terminate this Agreement at any time by their written agreement.
  - b. Upon providing 30 days' written notice to the other party, either party may terminate this Agreement.
3. Controlling Law; Venue. Any dispute under this Agreement or related to this Agreement shall be governed by Oregon law, and any litigation arising out of the Agreement shall be conducted in courts located in Multnomah County, Oregon.
4. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Agreement shall be in writing and signed by both parties. The parties may renew this Agreement by their signed, written instrument. The Director of the City Bureau of Transportation may sign amendments on behalf of the City of Portland.
5. Waiver; Severability. Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held invalid.
6. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement and its attached exhibits is their final and entire agreement. As their final expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
7. Notices. Any notices required to be given under this Agreement shall be in writing and deemed effective if deposited in U. S. Mail Certified return receipt, hand delivered or transmitted by facsimile with successful confirmation

**I HAVE READ THIS AGREEMENT, AND I CERTIFY THAT I HAVE THE  
AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT ON BEHALF OF THE  
PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.**

**CITY OF PORTLAND**

Leah Treat  
Director  
Portland Bureau of Transportation

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Signature

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Date**CITY OF MAYWOOD PARK**

Mayor  
City of Maywood Park

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Signature

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Date

Approved as to form: