

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY AND CITY OF PORTLAND**

PAYMENT FOR EAST SIDE BUS ISLAND AND WEST SIDE SIDEWALK WIDENING

This Intergovernmental Agreement ("Agreement") is made and entered into by and between Multnomah County, hereinafter referred to as "County", acting by and through its elected officials, and City of Portland, hereinafter referred to as "City", acting by and through its elected officials, all herein referred to individually as "Party" or collectively as "Parties".

RECITALS

- A. Hawthorne Bridge is a Willamette River Bridge under the County's jurisdiction.
- B. The County is developing a project to overlay the east and west approach ramps of the Hawthorne bridge as well as replace all aging joints to prevent continued deterioration of the bridge deck and improve the driving surface ("Hawthorne Overlay Project" or "Project").
- C. The Parties desire to improve multi-modal transportation safety by constructing a bus island at the existing bus stop on the SE Hawthorne Blvd Viaduct ("Bus Island") and widening the sidewalk between Multi-use Path off-ramp and SW 1st Ave on the Hawthorne Bridge Approach ("Sidewalk Widening") as part of the Hawthorne Overlay Project.
- D. The purpose of this Agreement is to provide the terms and conditions for the City providing a portion of the funding for the construction of the Bus Island and Sidewalk Widening.
- E. Pursuant to ORS 190.010, the Parties wish to enter into this Agreement to provide for City payment of up to One Hundred and Seventy-Five Thousand (\$175,000) for Sidewalk Widening and up to Forty-Five Thousand (\$45,000) for the Bus Island to the County for the construction of the Project.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

- 1. The County will oversee and manage all aspects of the Project.
- 2. The County will prepare a Project design, obtain all necessary permits, licenses or other written authorizations, and oversee Project construction by a properly selected and licensed contractor. The liaison for the County under this Agreement will be: Emily Miletich, P.E.

Engineering Services Manager
1403 SE Water Avenue
Portland OR 97214
503-988-7132
emily.miletich@multco.us

3. As part of the Project, the County's contractor will overlay the driving surface and repair joints on the west and east approach structures of the Hawthorne Bridge.
4. The County shall invoice the City not later than 30 days after issuance of substantial completion of construction, for up to \$175,000 for the Sidewalk Widening and \$45,000 for the Bus Island. Within 30 days of receiving the County's invoice, the City shall provide payment to cover the portion of construction costs incurred for this Project.
5. The liaison for the City under this Agreement shall be:

Matt Kelly
Capital Project Manager
1120 SW 5th Avenue, Suite 800
Portland OR 97204
503-823-5831
matthew.kelly@portlandoregon.gov

6. The Parties may terminate this Agreement by mutual written consent 30 days prior to the start of the County's solicitation for a construction contractor. If this Agreement is terminated as provided herein, the Parties shall be responsible for their own costs incurred prior to termination. The County shall provide the City with an accounting of any funds spent or obligated as of the date of termination, and any unspent or otherwise non-obligated funds in the County's possession shall be refunded to the City.
7. This Agreement shall become effective on the date all required signatures are obtained and, unless earlier terminated as provided in Paragraph 6, shall terminate upon completion of the Project and the City's payment in full to the County or no later than June 30, 2025.
8. This Agreement may be amended by mutual written agreement of the Parties. Amendments shall be valid only when reduced to writing, approved as required, and signed.
9. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties,

notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

11. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, each Party shall indemnify, defend, and hold harmless each of the other Parties from and against all liability, loss, and costs arising out of or resulting from acts of that Party, its officers, employees, and agents in the performance of this Agreement.
12. Each Party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
13. Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.
14. Each Party shall have access to the books, documents, and other records related to this Agreement for the purpose of examination, copying and audits, unless otherwise limited by law.
15. The Parties agree that if any terms 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 constructed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**CITY OF PORTLAND, acting by and
Through its elected officials**

By: _____
Commissioner

Date: _____

APPROVED AS TO LEGAL
SUFFICIENCY FOR THE CITY

By: _____
Agency Legal Counsel

MULTNOMAH COUNTY

By: _____
Jessica Vega Pederson, Board Chair

Date: _____

APPROVED AS TO LEGAL
SUFFICIENCY

JENNY M. MADKOUR,
COUNTY ATTORNEY

By: _____
Courtney Lords,
Senior Assistant County Attorney