

Intergovernmental Agreement

Westside Pocket Area Maintenance

The City of Portland and Multnomah County enter into this agreement pursuant to the authority granted in Chapter 190 of Oregon Revised Statutes for the purpose of efficiently providing road and drainage facility maintenance to certain areas of unincorporated Multnomah County that are west of the Willamette River.

PARTIES TO THE AGREEMENT

The CITY OF PORTLAND is a municipal corporation organized and existing under the laws and constitution of the State of Oregon and is hereinafter referred to as “the City.”

The COUNTY OF MULTNOMAH is a Home Rule political subdivision of the State of Oregon organized and existing under the laws and constitution of the State of Oregon and is hereinafter referred to as “the County.”

RECITALS

WHEREAS, the City and the County find that a rational and efficient method for delivery of road and drainage facility maintenance to certain Westside unincorporated areas is in the best interests of their residents and the respective public assets.

WHEREAS, ORS 190.010 and 190.030 provide for intergovernmental agreements between units of local government, including the City and the County, to allow the performance of functions or activities by one unit of local government for another; and

WHEREAS, ORS 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of local government for another shall specify the responsibilities and the apportionment of funds between the parties;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN AND PURSUANT TO THE PROVISIONS OF ORS 190.010 - 190.030, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

ARTICLE ONE: PURPOSE

The general purposes of this agreement are to:

1. Provide for the maintenance of County roads in unincorporated Multnomah County west of the Willamette River and within the Portland urban service area.
2. Provide a mutual understanding of services to be delivered by the City and the level of service to be provided.
3. Provide for monitoring the services delivered by the City.
4. Provide financial remuneration of services provided by the City.

ARTICLE TWO: DEFINITIONS

City Standards: Standards, policies, guidelines and/or past practices that are used by the City to maintain the roadway system.

County Road: All public roads under the jurisdiction of Multnomah County as defined by ORS 368.001 (1) which have been formally adopted and accepted or legalized by the Board of County Commissioners as County roads and designated as such by the County Engineer.

Emergency Response: Response to events including snow and ice, wind storms, flooding, landslides and other natural or manmade incidents that require immediate action to protect people and property.

Improvement: Construction of new facilities, and upgrading and/or expanding existing facilities. Examples include, but are not limited to, construction of new roadways, reconstruction of failed roads, roadway widening, and expansion of drainage facilities.

Local Access Road: A public road in an unincorporated area that is not a county road, a state highway or a federal road.

Maintenance: Ordinary maintenance and repair work necessary to preserve the public infrastructure. When necessary, repairs by in-kind replacement of facilities will be made. Maintenance includes, but is not limited to, preservation overlays, minor alterations, and street sweeping and cleaning of facilities.

Pavement Treatment: Maintenance of the pavement surface by asphalt/concrete patching, grinding, crack sealing, asphalt paving to prevent surface distortions and avoid major reconstruction.

Pothole Repair: The filling of reported or discovered potholes in the paved roadway. Filling of potholes may be accomplished with either hot mix asphalt concrete (HMAC) or cold mix. In some instances, pothole repair may be a temporary measure to allow use of the roadway while a more

permanent maintenance or improvement project is developed.

Roadway Facilities: Public improvements associated with County Roads including, but not limited to, pavement surface and subsurface, pavement markings, signs, traffic signals, shoulders, ditches, culverts, storm sewers, manholes, sumps, catch basins, and trash racks.

Roadway Facility Maintenance Services: Pavement Treatment, Routine Road Maintenance, Shoulder and Right of Way Maintenance, Traffic Maintenance, Drainage Facility Maintenance.

Routine Road Maintenance: guardrail maintenance and corner and curb maintenance to prevent driving hazards and maintain the general condition of the system.

Shoulder and Right of Way Maintenance: Maintenance of shoulders on all non-curbed arterial and collector roads and on maintained roads with a maintained ditch, to eliminate hazards caused by deteriorating shoulder conditions or drainage problems.

Traffic Aids Maintenance: Maintenance of pavement markings and traffic signals to prevent driving hazards and maintain public safety.

Traffic Operations: Installation of new traffic control devices, markings and signs, replacement of traffic signals, and changes to timing of traffic signals as needed to improve public safety and maintain acceptable traffic operations.

Westside Contract Maintenance Service Area: County Roads west of the Willamette River and within the Portland urban service boundary, and the following County Roads immediately adjacent to the Portland urban service boundary: NW Thompson Rd., NW Laidlaw Rd, NW 53rd Drive, and NW Cornell Rd as shown in Exhibits A-C.

ARTICLE THREE: AGREEMENT

SECTION I: ROADWAY FACILITY MAINTENANCE

Beginning July 1, 2024 the City shall only actively perform the following activities listed below to the County Roads within the Westside Contract Maintenance Services Area. The level of maintenance provided 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.

- Pothole Repairs
- Road Striping
- Routine SW Scholls Ferry Rd and SW Patton Rd traffic signal maintenance and operations

All other roadway facility maintenance services will be initiated and determined by the County.

The County may request services or support from the City for the different types of required maintenance. The City will make reasonable efforts to fulfill the requests, so long as the City has available time and resources necessary to successfully accomplish the maintenance work.

The County may request a cost estimate from the City for any proposed roadway facility maintenance services other than those in the bulleted list above. The City will provide a cost estimate, which can be used by the County to authorize the needed work.

B. Local Access Roads

Adjoining property owners are responsible for maintenance of Local Access Roads. City shall perform no maintenance on Local Access Roads without approval by County in accordance with ORS 368.031.

C. Emergency Response.

1. The City will maintain 24 hour emergency response capabilities.
2. The City will respond to emergencies as set forth in Article Three, Section II of this agreement.

D. Public Inquiries.

1. The City will maintain a Pothole Hotline for the public to report potholes and other hazards in the pavement and will investigate problems as notified. If the County receives a pothole service request, they will refer the inquiry to the City's Pothole Hotline.
2. The City will maintain a one-call number for public inquiries regarding general roadway Maintenance and investigate problems as notified.
3. The City will respond to all rules of the Oregon Utility Notification Center, or One Call service for marking and notification of the County's underground utilities such as, but not limited to, culverts and signal traffic loops.

E. Disposal of Materials.

1. The City will transport and dispose of all material arising from Maintenance activities and Emergency Response on Roadway Facilities, except as provided for in Article Three, Section II.A.1 and Section II.A.2 of this agreement.
2. Material will be treated and/or disposed of in accordance with environmental regulations.

SECTION II: EMERGENCY RESPONSE

A. The City will respond to all emergencies including snow and ice, wind storms, flooding, landslides and other natural or manmade incidents. Emergencies that would normally be handled by City crews on City streets, such as landslides, downed trees, snow and ice treatments, and flooding, will be treated by City crews according to City standards. In the event that the City determines that outside assistance is needed to respond to the event, the City will notify the County and jointly work to respond to the event. The City will handle the following emergencies as specified below:

1. Hazardous Chemical Spills. In the event of hazardous chemical spills in the right-of-way, the following practices will be followed:
 - a. The City of Portland Fire Bureau or Police Bureau will contact the Portland Bureau of Transportation for initial response to the spill.
 - b. The City will arrange for response to and clean-up of the spill by a qualified hazardous chemical contractor.
 - c. The City will prepare a detailed bill of clean-up costs for the County. The bill will include the party responsible for the spill, when known by the City.
2. Landslides and Trees
 - a. The City will move or remove landslide debris which has accumulated or been deposited onto the right of way, to maintain traffic movement and keep drainage facilities operational.
 - b. The City will move or remove trees that have fallen onto the right of way to maintain traffic movement and keep drainage facilities operational.
3. Snow and Ice
 - a. The City will respond to Snow and Ice events in accordance with their current Snow and Ice Response Plan. The County streets within this agreement are fully incorporated into the City response plan. The overall goal is to achieve one passable lane in each direction as soon as possible after a winter storm. Due to limited resources, the City places the priority on Emergency Transportation Routes, and higher volume roads.
 - b. The City will use and implement sanders, plows, anti-icing chemicals, and salt in their snow and ice response. In some severe cases a road may be temporarily closed to protect the public. The level of response will vary depending on the type, severity, and duration

of the storm event. The level of response provided will be the same level provided by the City to adjacent city streets of the same classification within the City limits. Snow and Ice responses shall be provided in a manner consistent with applicable winter weather best management practices.

- c. The City will plan, train, and prepare for Snow and Ice winter weather on an annual basis. For each recognized Snow and Ice event, the City will stand up and operate an Incident Command Structure (ICS). The ICS will be a 24-hour, 7-day per week ongoing operation until the winter storm event is over and the response is no longer necessary.

4. Local Access Roads

Emergency repair of Local Access Roads is the responsibility of the adjoining property owner. The City will provide limited emergency services to local access roads only when there is a threat to public safety or health in accordance with ORS 368.031.

SECTION III: COUNTY RESPONSIBILITIES

A. Roadway Facilities Maintenance and Improvements

1. The County will retain jurisdiction over the Roadway Facilities in this agreement and be responsible for the Roadway Facilities Maintenance of them. The Pothole Repairs made by the City will be a supplement to the County maintenance program. The County will be responsible for Traffic Operations and Improvements to the Roadway Facilities.
2. Any requests the County makes of the City for maintenance services shall be done in writing. The requests shall consider City resources, capacity, expertise and seasonal demands. The County will allow adequate time for the City to plan and schedule the requested work in a manner which is least disruptive and most beneficial to both agencies.

B. Easements and Permits

1. The County may provide an additional easement or temporary easement when the City determines that the existing easement is insufficient for requested maintenance work.
2. The County will obtain any necessary permits required to perform Roadway Facility Maintenance

C. Emergency Response

1. When the City determines outside assistance is needed to respond to an emergency event, the County will work with the City to determine the best way to address the problem.
2. The County will review the City Snow and Ice Response Plan annually and if needed

provide comments prior to August 31. Any changes to the Snow and Ice Plan which results in County Roads receiving a different service level response than similar City streets shall be agreed to by both agencies.

D. Public Notification

1. The County will be responsible for all public notification and outreach in advance of any non-routine Roadway Facilities Maintenance, Traffic Operations changes, and Improvements to the Roadway Facilities regardless of who performs the work.

E. Hazardous Chemical Spills

1. When a party responsible for a hazardous chemical spill has been identified, the County will be responsible for sending the clean-up bill to the identified party.
2. When the City cannot identify the party responsible for a hazardous chemical spill, the County will be responsible for paying for the clean-up.

SECTION IV: REPORTING

The City shall submit the following reports to the County Transportation Maintenance Manager:

1. Maintenance records of Pothole Repairs will be submitted annually, no later than Jan 31st of each year for the prior calendar year work. The records will include locations, number of potholes filled, and a GIS layer which the County can import and use in their pavement management program.
2. Any Roadway Facility Maintenance or Emergency Response performed by the City will be documented as a Work Order (WO) with a unique WO number. The City will document the work performed in the same manner and with equivalent details as their own projects. The project records will be submitted within 60 days of project completion.

SECTION V: TERM

- A. The term of this agreement shall be from **July 1, 2024 to and including June 30, 2030**, unless sooner terminated or renewed under the provisions hereof.
- B. Termination. Each party reserves the right to terminate this agreement with 180 days written notice to the other, and may terminate this agreement for any reason(s) deemed appropriate based on the sole discretion of the party requesting termination.
- C. Renewal.

1. If both parties agree, the agreement may be renewed every two years following the initial termination date identified in Article III, Section V, Subsection A.
2. The base road mileage in the Westside Contract Maintenance Service Area is 14.1 miles. Renewal of this agreement will, among other factors, take into account additions and deletions to this base road mileage.

SECTION VI: COMPENSATION

The County agrees to compensate the City as follows:

1. For services provided by City personnel, with the exception of ICS snow and ice response, the County will pay the City for the actual cost of services, including overhead of all work on a time and materials basis.
2. For services provided by contractors working for the City, the County will pay the City a pro-rated amount of the total contract cost based on the amount of work performed inside the pocket areas as compared to the total work performed.
3. For ICS snow and ice response by City crews, the County will pay the City an amount of \$3000.00 for each active day of snow and ice response where ICS is active.
4. The City's services provided under this agreement will be billed quarterly and collected in accordance with City Code 5.48.040.
5. County authorizes up to \$100,000 for the performance of work at the rates authorized under this agreement, including the snow and ice response, in fiscal years 2024-2030. The City shall not perform any services that will exceed \$100,000 in total billing under this agreement without the County's prior written consent.
6. If this agreement is terminated by either party, the quarterly payments for Roadway Maintenance Services, will be prorated from the first of the quarter to the date the agreement is terminated. Services that are billed on a time and materials basis will not be prorated.

SECTION VII: PROJECT MANAGEMENT

A. The City's project managers will be:

1. Administrative Issues: PBOT Business Services Accounting Supervisor. Administrative issues include contract renegotiation, tracking of costs, and arranging for service payments to the City.

2. Operational Issues: PBOT Maintenance and Operations Group Director. Operation issues include day to day provision of Roadway Facility Services.

3. Changes in City project management responsibility will be given in writing to the County.

B. The County's project managers will be:

1. Administrative Issues: Asset Management Program Manager. Administrative issues include contract renegotiation, tracking of costs, and arranging for service payments to the City.

2. Operational Issues: Transportation Deputy Director. Operational issues include day to day provision of roadway facility services.

3. Changes in County project management responsibility will be given in writing to the City.

C. Policy and Code Differences. It is understood that City and County policy and code differences may, from time to time, preclude the City from responding to all maintenance and emergencies in the same manner that the County would if it were providing services directly. In those instances, the County and City project managers for Operational Issues will work together to determine which party will respond and how.

D. Quarterly Planning Meetings. Beginning in October 2024, the City and County will meet quarterly (January, April, June, and October) to plan and coordinate the work in the Westside Contract Maintenance Service Area.

E. Annual Work Plan. City and County will collaborate each April a quarterly planning meeting on an Annual Work Plan which outlines in writing both routine and non-routine road Maintenance work for the upcoming fiscal year. The City and County will agree by consensus to the work plan at the June quarterly planning meeting.

ARTICLE FOUR: GENERAL TERMS

1. Indemnification.

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300 and the Oregon Constitution, City shall hold harmless and indemnify County, its, officers, elected officials, employees, and agents against any and all claims, damages, losses and expenses (including all attorney(s) fees and costs), arising out of, or resulting from the City's performance of this Agreement when the loss or claim is attributable to the acts or omissions of the City.

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300 and the Oregon Constitution, County shall hold harmless and indemnify City, its officers, elected officials, employees, and agents against all claims, damages, losses and expenses (including all attorney(s) fees and costs) arising out of or resulting from County's performance of this Agreement when the loss or claim is attributable to the intentional acts or omissions of County.

2. Insurance. City and County are self-insured for general liability and workers compensation.
3. Amendment. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
4. Compliance with Applicable Laws. The City and County shall comply with all applicable laws and regulations in carrying out the terms of this agreement.
5. City Revisions. The City's Commissioner-in-Charge is authorized to execute amendments, approved as to form by the City Attorney, to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase the total IGA yearly costs by twenty percent (20%) or greater.

CITY OF PORTLAND

Signature, Commissioner-in-Charge

Date

Mingus Mapps
Name (Print)

Signature, Auditor

Date

Simone Rede
Name (Print)

APPROVED AS TO FORM:

Signature, Title

Date

Name (Print)

MULTNOMAH COUNTY, OREGON

Jessica Vega-Pederson, County Chair

Date

DEPARTMENT AND COUNTY ATTORNEY APPROVAL AND REVIEW

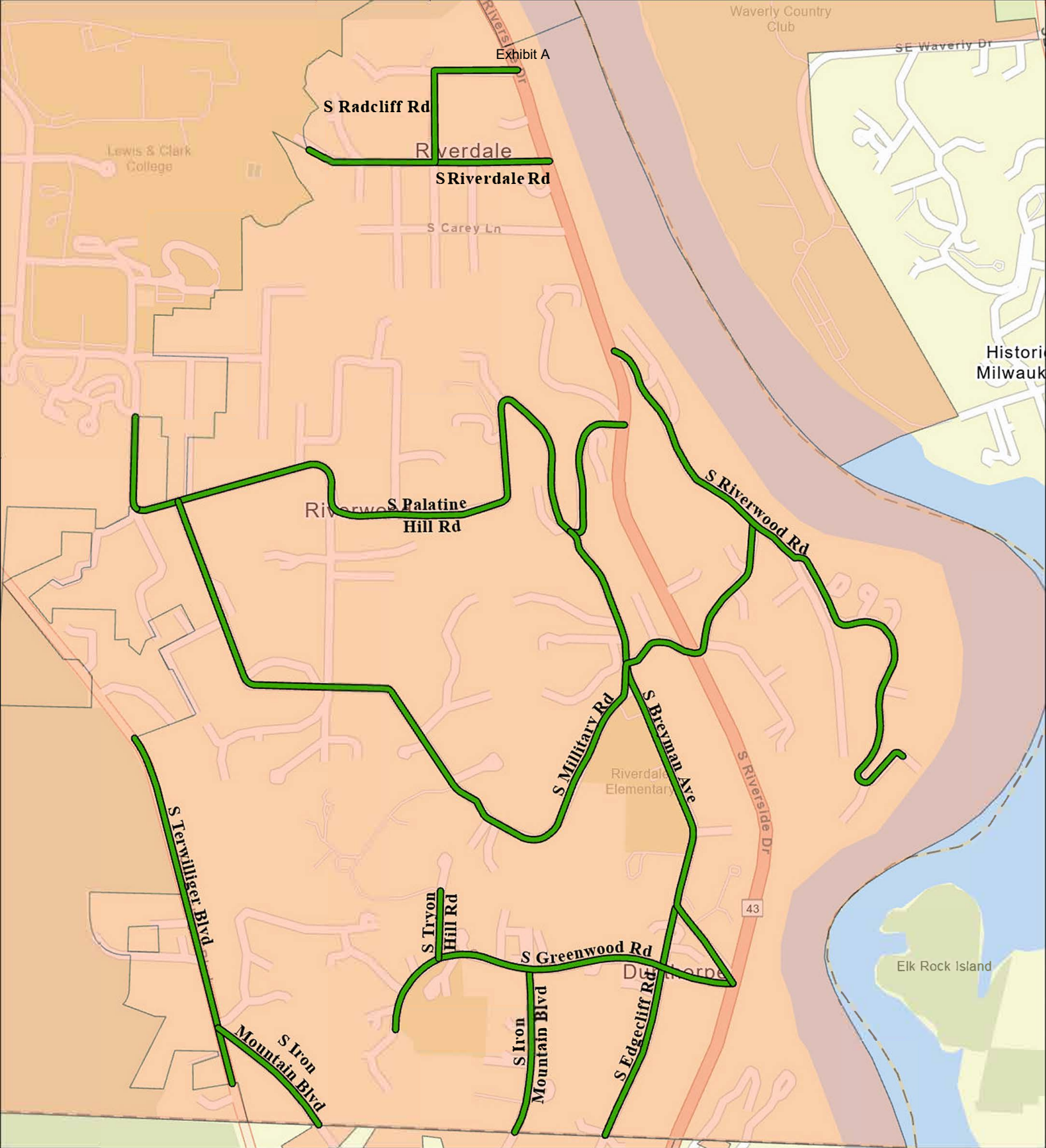
Approved: _____
Margi Bradway, Department Director

Date

**JENNY M. MADKOUR COUNTY ATTORNEY
FOR MULTNOMAH COUNTY**

By Courtney Lords
Assistant County Attorney

Date



Legend

Maintenance
Responsibility

 COP

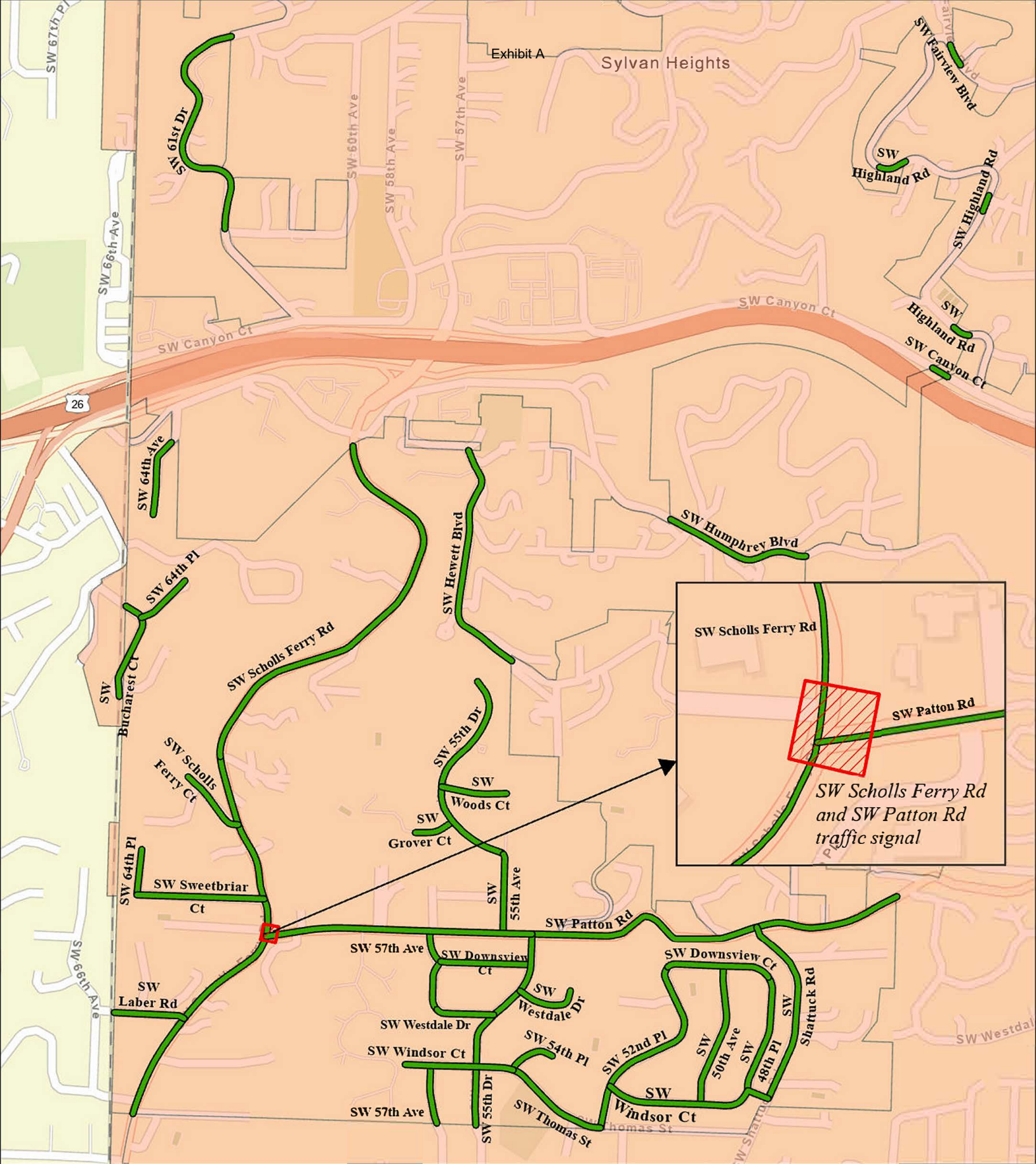
 Urban Services
Boundary

Exhibit A - Dunthorpe Area

0 1,250 2,500 Feet

N





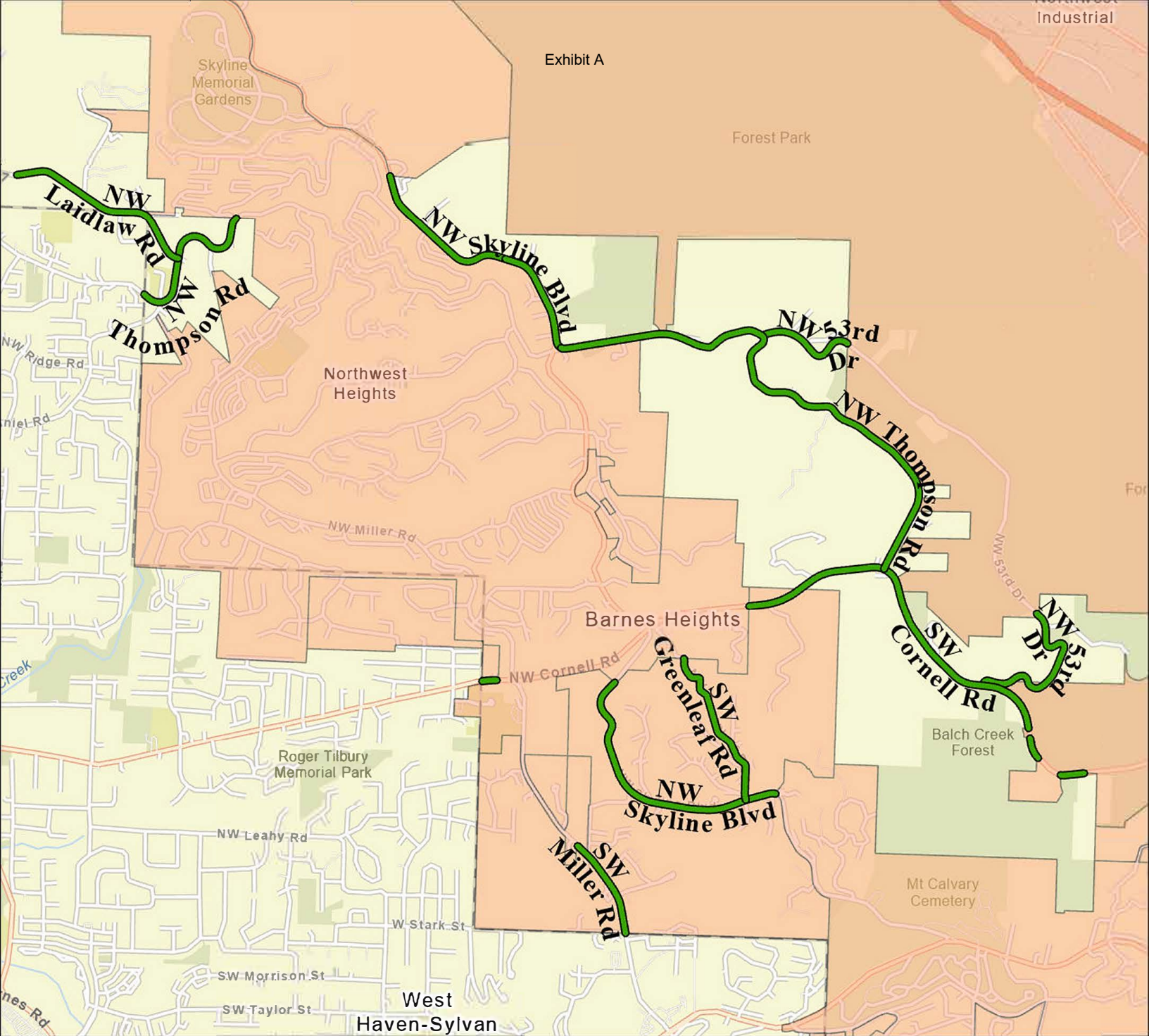
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- Maintenance Responsibility
- COP
- Urban Services Boundary
- SW Scholls Ferry Rd and SW Patton Rd Traffic Signal

Exhibit B - Central

0 1,000 2,000 Feet





Legend

Maintenance
Responsibility

 COP

 Urban Services
Boundary

Exhibit C - North

0 2,500 5,000
Feet

N

