

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING)
AN INTERGOVERNMENTAL AGREEMENT)
WITH THE CITY OF PORTLAND RE DESIGN,)
CONSTRUCTION AND MAINTENANCE OF)
THE PALMBLAD RD. TO RUGG RD. SECTION)
OF THE SPRINGWATER CORRIDOR TRAIL)

RESOLUTION NO. 97-2524

Introduced by Mike Burton
Executive Officer

WHEREAS, pursuant to the Metro Bond Measure 26-26 for Open Space, Parks, and Streams; Metro administers the Multnomah County Local Share budget, and

WHEREAS, the approved Multnomah County Local Share budget allocates \$250,000 to trail construction activities on the Springwater Corridor Trail; and

WHEREAS, there is a need to make trail improvements along the Palmbiad Road to Rugg Road section (which is currently unimproved) of the Springwater Corridor Trail, and the cost of those improvements shall not exceed \$250,000; and

WHEREAS, the City of Portland Parks and Recreation has agreed to own, operate, manage and maintain the Palmbiad Road to Rugg Road section of the Springwater Corridor Trail; and

WHEREAS, after improving the Palmbiad Road to Rugg Road Section, the remaining balance in the Multnomah County Local Share budget allocated to trail construction activities on the Springwater Corridor Trail can be spent on the OMSI to Springwater portion of the Springwater Corridor Trail;

BE IT RESOLVED,

That the Metro Council approves and authorizes the Executive Officer to execute the Intergovernmental Agreement attached hereto as Exhibit A.

ADOPTED by the Metro Council this 11th day of September 1997.


Jon Kvistad, Presiding Officer

Approved as to Form:


Daniel B. Cooper, General Counsel

EXHIBIT A
RESOLUTION NO. 97-2524

INTERGOVERNMENTAL AGREEMENT

METRO
and
CITY OF PORTLAND
PARKS and RECREATION

Palmlad Road to Rugg Road Section
of the Springwater Corridor Trail

This Intergovernmental Agreement ("Agreement") dated this _____ day of _____, 1997, is by and between Metro, located at 600 Northeast Grand Avenue, Portland, Oregon 97232-2736, and the City of Portland located at 1220 Southwest Fifth Avenue, Portland, Oregon 97204, ("City").

RECITALS:

WHEREAS, on May 16, 1995, voters approved Ballot Measure 26-26 authorizing Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, to issue up to \$135.6 million in general obligation bonds for the protection of open spaces, parks and streams; and

WHEREAS, the ballot measure identified the Springwater Corridor Trail as a Regional Trail Project; and

WHEREAS, Metro administers the Measure 26-26 Multnomah County Local Share funds pursuant to an intergovernmental agreement between Metro and Multnomah County, and has allocated Two Hundred Fifty Thousand Dollars (\$250,000) of the Multnomah County local share budget for trail improvements on the Springwater Corridor Trail; and

WHEREAS, the City is a local parks provider who has received Greenspace local share funding through an intergovernmental agreement between Metro and the City entered into on December 13, 1995 ("Local Share IGA"); and

WHEREAS, the Palmlad to Rugg Trail Section is an undeveloped section of the Springwater Corridor Trail, the section being approximately 1.2 miles in length, located in unincorporated Multnomah Co., just east of the Gresham city limits, as indicated on the map attached hereto as Attachment A. The western terminus is located at Palmlad Road; the eastern terminus is located at Rugg Road ("Palmlad-Rugg Trail Section"); and

WHEREAS, the City of Portland Parks and Recreation estimates that the cost to design and construct the Palmlad-Rugg Trail Section is One Hundred Sixty Seven Thousand Dollars (\$167,000); and

WHEREAS, Metro and the City wish to enter into this Agreement to set forth the responsibilities and obligations of the parties as they relate to the funding, design, construction, ownership, operation, and maintenance of the Palmlad-Rugg Trail Section of the Springwater Corridor Trail;

WHEREAS, Metro and the City acknowledge that they have authority to enter into this Agreement pursuant to the powers contained in their respective charters and in ORS 190.010;

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

Section A. Project Declaration. The activities and funding described in this Agreement are for the construction, ownership, operation, and maintenance of the Palmlad Road to Rugg Road section of the Springwater Corridor Trail. A map depicting this portion of the trail is attached hereto as Attachment A and incorporated herein by this reference.

Section B. Allocation of \$250,000 to Palmlad-Rugg Trail Section, Balance of Unused Funds to OMSI-Springwater Trail Section.

1. The City has estimated that the cost to design and construct the Palmlad-Rugg Trail Section, including project management, site preparation, improvements, design, engineering, surveys, permits, mobilization, construction, and contingencies, is approximately One Hundred Sixty Seven Thousand Dollars (\$167,000), as set forth in the December, 1996 Cost Estimate ("Cost Estimate") attached hereto as Attachment B and incorporated herein.
2. Total costs to design and construct the Palmlad-Rugg Trail Section may exceed the City's estimate. Therefore, Metro shall allocate Two Hundred Fifty Thousand Dollars (\$250,000) out of the Multnomah County Local Share Springwater Corridor Trail budget, for the Palmlad-Rugg Trail Section, which shall be reimbursed to the City as set forth herein.
3. If costs or expenses associated with construction of the Palmlad-Rugg Trail Section exceed \$250,000, the City shall be responsible for all such excess costs or expenses.
4. If costs or expenses associated with construction of the Palmlad-Rugg Trail Section are less than \$250,000, then the unused funds shall be reserved and maintained by

Metro in the Multnomah County Local Share budget, and reimbursed to the City for costs related to future trail design and construction along the OMSI to Springwater Corridor section ("OMSI-Springwater Trail Section") of the Springwater Corridor Trail.

Section C Reimbursement to City for Improvements. Metro shall reimburse the City for the Palmblad-Rugg Trail Section, up to the maximum budgeted amount of \$250,000, as project work is successfully completed or funds are expended, in accordance with the procedures set forth in the Local Share Procedures for Payment of Funds by Metro to Recipient - Open Space Bond Measure Local Share, implemented by the City and Metro as part of the Local Share IGA, and attached hereto as Attachment D and incorporated herein.

Section D. Project Management

1. The City shall be responsible for project management subject to the terms of this Agreement and, as applicable, the Local Share IGA between the parties.
2. The City shall advertise for bid proposals, award construction and other contracts, review and process or approve all preliminary and final plans, specifications; and cost estimates, and perform all other duties associated with the project; however, the City shall consult with Metro prior to bid advertisement, award of contracts, and plan approvals.

Section E. Design, Engineering, Construction

1. The City or its contractors shall perform all design work, all preliminary and construction engineering, all construction activities, and provide all drawings, specifications, cost estimates, and engineering work related to the Palmblad-Rugg Trail Section and improvements. City shall consult with, and obtain Metro approval prior to finalizing the trail section design.
2. The City shall design and construct the Palmblad-Rugg Trail Section in accordance and in a manner consistent with this Agreement, the Metro Greenspaces Master Plan, and the City's Springwater Corridor Master Plan ("the Plans").
3. The City shall be responsible for all construction activities, in accordance with all approved design plans and specifications and in conformance with all required permits.

Section F. Permits The City shall be responsible for obtaining all requisite permits and approvals associated with the project, including all permits related to design, construction, operation, and management of the Palmblad-Rugg Trail Section, and the City shall be responsible for all permit fees.

Section G. Public Involvement, Notification. The City shall be responsible for all public involvement and outreach activities, including, but not limited to, notification requirements of adjacent property owners and residents.

Section H. Ownership of Improvements. The City shall own all trail related improvements.

Section I. Management, Maintenance, and Operation

1. The City shall be responsible for the ongoing management, maintenance, and operation of the Palmland-Rugg Trail Section, both during and upon completion of construction. During the construction phase, the City, through its construction contractor, shall be responsible for maintaining the construction site in a clean and orderly condition.
2. The City shall manage, maintain and operate the Palmland-Rugg Trail Section in accordance and in a manner consistent with this Agreement, the Metro Greenspaces Master Plan, and the City's Springwater Corridor Master Plan ("the Plans"). The Plans shall constitute the Resource Protection plans for the Palmland-Rugg Trail Section, as described in the Metro Greenspaces Master Plan.
3. The term of the City's management, maintenance, and operation responsibilities for the Palmland-Rugg Trail Section shall be perpetual.
4. Metro shall have the right to review and comment on any changes in the Plans relating to the management, maintenance, or operation of the Palmland-Rugg Trail Section. Any changes in the Plans made or proposed by the City that relate to design, management, maintenance, or operation of the Palmland-Rugg Trail Section shall not conflict with the guidelines set forth in this Agreement, in the Greenspaces Master Plan, or with the uses and restrictions described in the Open Spaces Bond Measure. The City shall give Metro written notice as soon as possible, but in any event no less than 90 days in advance of a proposal to amend the City's Plans where such amendment would alter the City's design, management, maintenance or operation of the Palmland-Rugg Trail Section.

Section J. Termination of Funding Obligation; Schedule

1. Metro's obligation to provide up to \$250,000 in funding for design and construction of the Palmland-Rugg Trail Section pursuant to this Agreement shall terminate December 31, 1999.
2. The City has developed a preliminary project schedule, attached hereto as Attachment C and hereby incorporated herein. Although the dates on this schedule are subject to change, the City shall use its best efforts to meet these dates and to proceed with the obligations at a pace necessary to maintain these dates and complete the entire project by June 30, 1999.
3. If construction of the Palmland-Rugg Trail Section project is ongoing on June 30, 1999, the City is entitled, upon giving 90 days written notice to Metro, to extend Metro's

obligation to provide funds for an additional six months. More than one extension may be granted if necessary to complete the Palmlad-Rugg Trail Section project.

Section K Future Displacement. If the completed Palmlad-Rugg Trail Section, or any portion thereof, is ever displaced due to actions of a municipality, including but not limited to future development or road placement, the City shall replace the trail, or any portion thereof, in a site to be mutually agreed on by Metro and the City. The nature of any replacement shall meet or exceed the standards of the original trail design and construction. Metro shall bear no financial responsibility related to the replacement of displaced Trail segment(s).

Section L. Funding Limitation. Metro's financial participation in the Palmlad - Rugg Trail Section project is limited to a maximum amount of \$250,000, from the Multnomah Co. Local Share funds. In the event costs are expected to exceed \$250,000, the City, in consultation with Metro, shall prioritize the elements to be funded.

Section M. Project Managers. Metro's Project Manager shall be Mel Huie of the Metro Regional Parks and Greenspaces Department, Open Spaces Acquisition Division. The City's Project Manager shall be George Hudson of the City's Parks and Recreation Department. The City and Metro may change their respective Project Managers and shall provide written notice to the other upon such change. All notifications made related to this Agreement shall be made in writing to the following addresses:

To Metro: Mel Huie
Metro Regional Parks and Greenspaces
600 N.E. Grand Ave.
Portland, OR 97232-2736

Copy to: Charles Ciecko, Director,
Metro Regional Parks and Greenspaces
600 N.E. Grand Ave.
Portland, OR 97232-2736

To City: George Hudson
Portland Parks and Recreation
1120 S.W. 5th Ave, Rm. 1302
Portland, OR 97204

Copy to: Charles Jordan, Director
Portland Parks and Recreation
1120 S.W. 5th Ave, Rm. 1302
Portland, OR 97204

Section N. General Provisions

1. **Indemnification.** The City shall defend, indemnify and hold harmless Metro and its officers, agents and employees, for, from, and against any and all loss, damages, injury, property damage; expenses, judgments, claims, penalties, fines; actions, or liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to the wrongful acts of the City's officers, agents and employees acting within the scope of employment or duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act ORS Chapter 30.

Metro shall defend, indemnify and hold harmless the City and its officers, agents and employees, for, from, and against any and all loss, damages, injury, property damage, expenses, judgments, claims, penalties, fines, actions, or liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to the wrongful acts of Metro's officers, agents and employees acting within the scope of employment or duties in performance of this Agreement; subject to the limitations and conditions of the Oregon Tort Claims Act ORS Chapter 30

2. **Limitations on Use.** All property on which the Palmlad-Rugg Trail Section is constructed shall be maintained for its intended pedestrian and bicycle trail activities. The City commits to operate and maintain the Trail in a manner consistent with the Plans and with standards for other City operated trails and parks facilities. The City will not construct or allow construction of improvements to the Trail property which are inconsistent with the use of the trail by pedestrians, bicyclists and other non-motorized modes of transportation.

3. **Oregon Constitution and Tax Exempt Bond Covenants:** The source of Metro funds for this project is from the sale of voter-approved general obligation bonds that are to be paid from ad valorem property taxes exempt from the limitations of Article XI, section 11(b), 11(c), 11(d), and 11(e) of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The City covenants that it will take no actions that would cause Metro to be unable to maintain the current status of the real property taxes as exempt from Oregon's constitutional limitations or the income tax exempt status of the bond interest. In the event the City breaches this covenant, Metro shall be entitled to what ever remedies are available to either cure the default or to compensate Metro for any loss it may suffer as a result thereof.

4. **Funding Declaration and Signs.** The City shall provide on-site signs informing the public that the City is managing the Palmlad -Rugg Trail Section. Metro will provide on-site signs stating that funding for design and construction came from Metro Open Spaces Bond Measure proceeds and from regional and local share bond measure contributions by Metro and the City. The City shall also document in any publication, media presentation or other presentations, that funding for design and construction of the

Palmblad -Rugg Trail Section came from Metro Open Spaces Bond Measure proceeds. On-site signs that provide recognition of Metro funding shall be subject to prior review and approval by Metro. All signs shall be consistent with Metro guidelines for Open Spaces Projects.

5. **Documents are Public Property.** All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with the Project shall become public property. Nothing in this section or in any other part of this Agreement shall be construed as limiting the ability to consider real property transactions in executive session pursuant to ORS 192.660 (1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to Public Records Law (ORS 192.410-505) or Public Meetings Law (ORS 192.610-690).

6. **Law of Oregon.** This Agreement shall be governed by the laws of the state of Oregon, and the parties agree to submit to the jurisdiction of the court of the state of Oregon. All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement including but not limited to ORS 279.015 to 279.320.

Specifically, it is a condition of this Agreement that Metro, the City and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by Oregon Laws 1989, chapter 684.

7. **Assignment.** Neither party shall assign any of its responsibilities under this Agreement without prior written consent from the other party, except that both Metro and the City may subcontract for performance of any of their respective responsibilities under this Agreement.

8. **Severability.** If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter set forth herein, and supersedes any prior oral or written agreements or representations. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth above.

CITY OF PORTLAND

METRO

By: _____
Title: _____
Date: _____

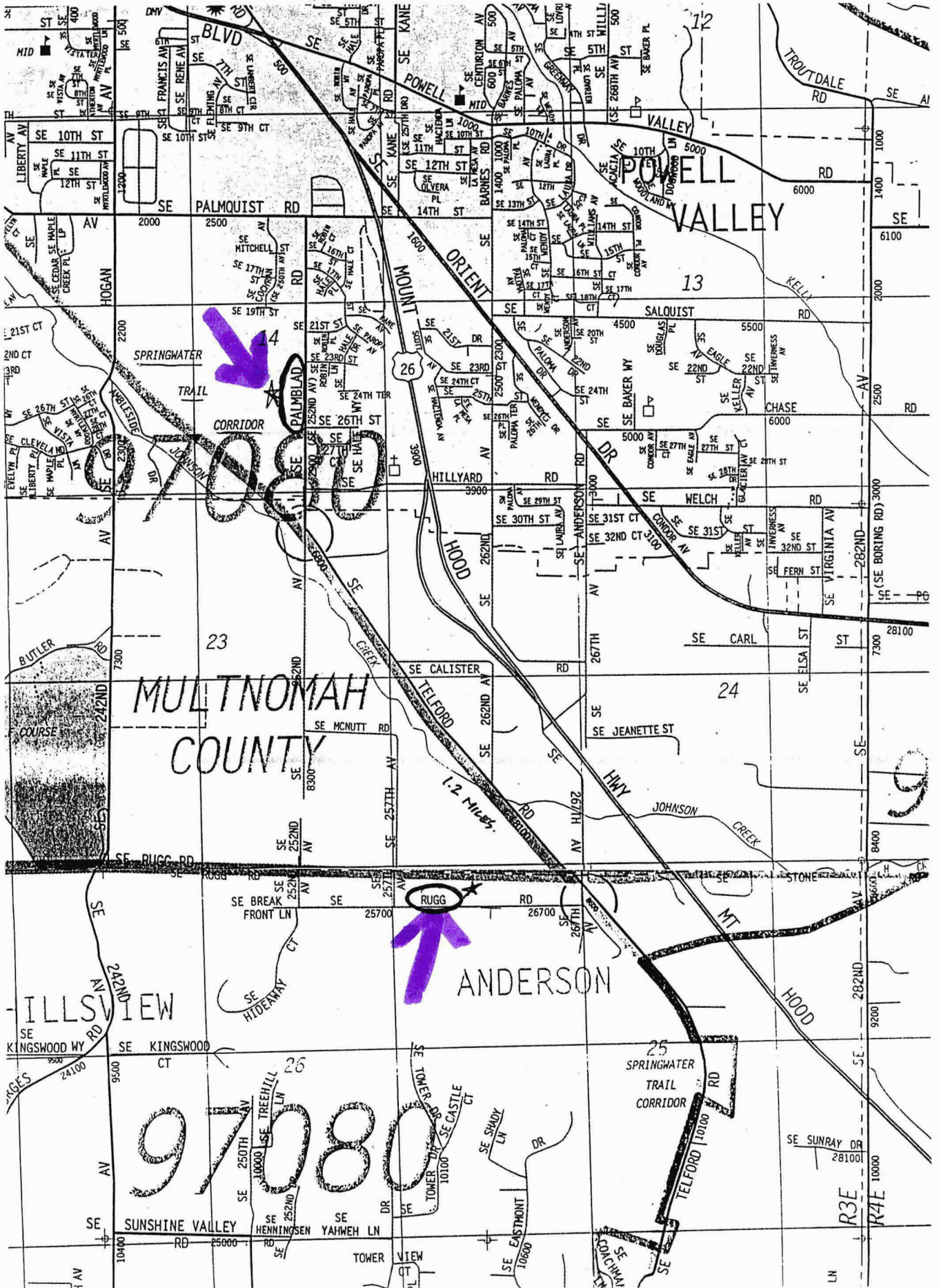
By: _____
Mike Burton, Executive Officer
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

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Springwater Corridor - East County 1.2 miles

Cost Estimate December 1996

Work Item	Unit	Quantity	Unit Cost	Extended Cost
clearing & site prep	lump sum		\$1,000.00	\$1,000.00
sediment fencing	lin foot	2000	\$2.75	\$5,500.00
condition existing rail ballast (14' wide, 6300 lin ft)	cu yard	1630	\$8.00	\$13,040.00
4" d stone subbase - 2" ag. (14' wide, 2100 lin ft)	ton	530	\$11.00	\$5,830.00
2" d base - 3/4" ag. (10' wide, 6300 lin ft)	ton	605	\$14.00	\$8,470.00
1" d chipseal path (10' wide, 5860 lin.ft.)	ton	280	\$33.00	\$9,240.00
4" d a/c path at driveways (10' wide, 30' long on both sides)	ton	215	\$43.00	\$9,245.00
6" d concrete bridge apron (10' wide, 10' long on both sides)	lin ft	40	\$30.00	\$1,200.00
6" d soft shoulder 2' wide on each side (shredded wood mulch)	cu yd	470	\$13.00	\$6,110.00
repair/replace driveway culverts	each	6	\$800.00	\$4,800.00
erosion control seeding	sq foot	6,000	\$0.35	\$2,100.00
bollards	each	46	\$400.00	\$18,400.00
removable bollards	each	8	\$250.00	\$2,000.00
columnar basalt stone barriers	each	27	\$300.00	\$8,100.00
signage	each	40	\$8.00	\$320.00
striping and signage at Rugg and Palmbled	each	2	\$1,000.00	\$2,000.00
• drinking fountain with meter	each	1	\$4,000.00	\$4,000.00
• bench	each	1	\$600.00	\$600.00
SUBTOTAL				\$101,955.00
engineering (15%)				\$15,300.00
permits				\$5,000.00
mobilization (8%)				\$8,200.00
contingency (8%)				\$8,200.00
SUB TOTAL				\$138,655.00

Survey 11,345.00
 Additional cost for hard surface (e.g., asphalt) 17,000.00
TOTAL: 167,000.00

ATTACHMENT C

Palmblad Rd. to Rugg Rd. Section of Springwater Corridor Trail

Preliminary Project Schedule

- | | | |
|----|---|-----------------------------|
| 1. | On-Going Project Management | Fall 1997 - December 1998 |
| 2. | Schematic Design <ul style="list-style-type: none">• site analysis, photos• contract for survey• schematic layout• public notification• permits | Fall 1997 |
| 3. | Final Design | Winter 1998 |
| 4. | Construction Drawings | Winter / Spring 1998 |
| 5. | Specifications and Bid Package | Late Spring 1998 |
| 6. | Bid Out and Award Construction Contract | Late Spring 1998 |
| 7. | Construction and Construction Management | Summer 1998 - December 1998 |
| 8. | Trail Improvements Completed | December 1998 |

ATTACHMENT D

PROCEDURES FOR PAYMENT OF FUNDS BY METRO TO RECIPIENT - OPEN SPACES BOND MEASURE LOCAL SHARE

Metro has committed to pay to local jurisdictions (recipients) amounts specified for approved projects under the local share component of the Open Spaces Bond Measure. Under the Measure, funds must be expended on projects for acquisition and capital improvements. For purposes of reimbursement, capital cost includes not only the purchase price or cost of construction, but also any other costs incurred to place the asset in its intended location and condition for use. Examples of eligible costs include the following:

- Legal and title fees
- Closing costs
- Appraisal and negotiation fees
- Surveying fees
- Land preparation costs
- Demolition cost
- Architect and accounting fees
- Insurance premiums during the construction phase
- Transportation and freight charges
- Staff overhead costs, meeting federal guidelines under the Single Audit Act of 1984, which are directly related to the acquisition of an Open Spaces asset and are costs which can be capitalized under generally accepted accounting principles.

Payments to recipients will be processed in two ways: reimbursement for costs incurred and paid by the recipient or transfer of funds to escrow for land acquisition transactions.

Prior to any reimbursement or transfer of funds to escrow, an intergovernmental agreement must be executed and a designation of signature authority form must be signed.

REIMBURSEMENT PROCEDURES

For each request for reimbursement, the recipient shall provide to Metro:

- A completed requisition certificate, signed by an authorized representative of the recipient certifying appropriateness of the charges,
- A schedule of charges being submitted for reimbursement including the name of the vendor or person who was paid, description of charge and amount, and

- Applicable documentation to support the schedule of charges, including copies of invoices, statements, receipts, payroll reports, and/or other evidence of expenditures incurred.

Such documents shall be submitted to the attention of Karen Feher, Senior Administrative Analyst, Metro, 600 N.E. Grand Avenue, Portland, OR 97232-2736.

Upon Metro's receipt of a request for reimbursement:

- Metro's Project Director shall review the submitted documents and approve for payment, or request additional information from recipient as needed. Project Director will assign the proper account coding and forward documentation to Metro's Accounting Division.
- Accounting will process a reimbursement check to the recipient within three weeks of the date of receipt of completed reimbursement documents by Metro Open Spaces staff. All reimbursements will be made payable to the recipient jurisdiction.

ESCROW TRANSFER PROCEDURES

If the recipient requires the wire transfer of funds to escrow to complete land acquisition transactions, a wire transfer information request form must be completed. A preliminary closing statement that details the price of the property and all related closing costs should be included to document each request submitted.

Funds will be transferred as required with five business days written or faxed notice submitted to the attention of Karen Feher, Senior Administrative Analyst, Metro, 600 N.E. Grand Avenue, Portland, OR 97232-2736. Fax number 797-1849.

**DESIGNATION OF SIGNATURE AUTHORITY
METRO OPEN SPACES BOND MEASURE LOCAL SHARE**

Please indicate below the individuals from your jurisdiction who will be authorized to sign documents certifying appropriate expenditures and requesting reimbursement from Metro under the Open Spaces Bond Measure local share.

You may wish to designate at least two representatives in order to allow the processing of documents when the principal official is not available. Please type or print the person's name and title and have the person sign their name as they would sign on the documents which will be submitted.

Please submit this completed form to Metro in advance of any reimbursement requests.

Jurisdiction: _____

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____



**WIRE TRANSFER
INFORMATION REQUEST**

**In order to expedite prompt and accurate processing of wire transfers,
please fill in the blanks below and return with related documentation.**

Name of bank receiving wire transfer

Name of bank branch

City and state of bank location

ABA number of receiving bank (9 digits)

Account name receiving funds

Account number of recipient (10 digits)

Title report, Escrow number, or other transaction identifier



REQUISITION CERTIFICATE

TO: Metro

FROM: _____

SUBJECT: Metro Open Space, Parks and Streams Bonds
Local Projects
Project: _____

This represents Requisition Certificate No. _____ for _____ (Project Name) in the total amount of \$ _____ for the disbursement of funds from the Local Projects Account established with Metro pursuant to an Intergovernment Agreement between Metro and _____, the funds so disbursed to be used to pay for local park and openspace purchases and improvements detailed in the schedule attached.

The undersigned does certify that:

1. The expenditures for which moneys are requisitioned hereby represent proper charges against the Metro Local Projects Account, have not been included in a previous requisition and have been properly recorded on _____ (Local Jurisdiction's) books. The expenditures for which moneys are hereby requisitioned are set forth in the schedule attached hereto, which schedule sets forth details of reimbursable expenditures.

2. The moneys requisitioned hereby are not greater than those necessary to reimburse _____ (Local Jurisdiction) for its funds actually expended for local park and openspace purchases and improvements.

3. All of the funds being requisitioned are being used in a manner which will not cause the interest on the Metro Open Spaces Program General Obligation Bonds to be or become includable for federal income tax purposes in the gross incomes of the Owners thereof.

Executed this _____ day of _____, 199_.

(Local Jurisdiction)

By: _____
Authorized Officer

Approved for Payment: _____
Metro Project Director Date



Open Spaces Bond Measure Local Share

Schedule of Charges

600 NE Grand Ave. Portland, OR 97232-2736, 797-1700

Jurisdiction _____

Please make check payable to _____

Project _____

Attention _____

Requisition No _____

Address _____

Phone _____

<i>Payment was made to:</i>	<i>Description</i>	<i>Amount</i>	<i>Metro Use Only, Account Code</i>			
			<i>Fund</i>	<i>Cost center</i>	<i>Object</i>	<i>Project</i>
		\$				
	Total Requisition:	\$				

LOCAL SHARE DISBURSEMENT CHECKLIST

JURISDICTION NAME: _____
PROJECT NAME: _____
CONTRACT NUMBER: _____
PROJECT CODE : _____
Councilor District : _____

1 Notify by E-Mail the following upon receipt of Draw Request (Blind carbon and copy)

Mel Huie
Jim Desmond
Charlie Ciecko
Heather Nelson
Jennifer Sims.
Dan Cooper
Council Office
District Councilor

2 REQUISITION CERTIFICATE

- A. Approved Project
- B. Signature Matches Signature Authority
- C. Amount _____
 Call Investment Manager if Wire (X1612)
 Call Investment Manager if over \$500,000
- D. Open Spaces Manager sign form

3 SCHEDULE OF CHARGES

- A. Completed
- B. Adds up
- C. Back up documents total to schedule

4 WIRE TRANSFER REQUEST

- A. Complete information
- B. Going to an Escrow closing
- C. Copy of Preliminary Closing Statement

5 PAYMENT AUTHORIZATION

- A. Complete and refers to Requisition Certificate
- B. Initialed by Open Spaces Manager
- C. Signed by Department Manager
- D. Complete copy of all documents to Contract File
- E. Complete copy of all documents to Contract File

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 97-2524 TO APPROVE AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF PORTLAND REGARDING DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE PALMBLAD RD. TO RUGG RD. SECTION OF THE SPRINGWATER CORRIDOR TRAIL IN EAST MULTNOMAH COUNTY

Date: August 15, 1997

Presented By:

Charles Ciecko
Jim Desmond

FACTUAL BACKGROUND and PROPOSED ACTION

- Metro Regional Parks and Greenspaces administers the Multnomah County Local Share budget, pursuant to Ballot Measure 26-26, Open Spaces, Parks and Streams. The Multnomah County Local Share budget allocates \$250,000 for Springwater Corridor Trail construction.
- The Palmbiad Road to Rugg Road section of the Springwater Corridor trail ("Palmbiad-Rugg Trail Section") is 1.2 miles in length and located just east of the Gresham city limits in unincorporated east Multnomah County. This trail section is owned by the City of Portland and is currently unimproved.
- Metro and the City are proposing that out of the \$250,000 allocated to construction of the Springwater Corridor Trail in the Multnomah County Local Share budget, Metro fund up to \$250,000 for design, construction, and trail improvements of the Palmbiad -Rugg Trail Section. The City shall set a goal of completing the project at, or under, \$167,000. Any funds remaining will be earmarked for the OMSI to Springwater Corridor Trail project. The City shall act as project manager for the construction of the Palmbiad -Rugg Trail Section, and shall also accept responsibility for conducting or contracting for all design and construction of the trail section, and for all ongoing management, maintenance and operation of the trail after construction.
- Metro shall reimburse the City for trail design and construction costs as work is completed, in accordance with the procedures set forth in the Local Share reimbursement guidelines. The City will then own, operate, and manage the Palmbiad-Rugg Trail Section.
- Trail design, specifications and engineering are expected be completed by early 1998.
- Construction contract is anticipated to be awarded in the spring of 1998.
- Trail construction is expected to begin in the summer of 1998.
- Trail completion is expected by December, 1998.
- The remaining funds budgeted for the Springwater Corridor Trail construction in the Multnomah County Local Share budget would be earmarked for future trail design and construction of the OMSI to Springwater Corridor section of the Springwater Corridor Trail. In addition, to the extent that the Palmbiad-Rugg Trail Section is completed below the

estimated \$167,000 budgeted amount, the remaining funds would also be earmarked for future trail design and construction on the OMSI to Springwater Corridor section of the trail.

- Passage of this resolution would allow Metro to enter into an Intergovernmental Agreement (IGA) with the City of Portland. The IGA sets forth these budget allocations, and enables the City of Portland to design and construct the trail section, and provides that the City will own the improvements and manage, maintain, and operate the trail section.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 97-2524.