

ORDINANCE NO. 2013-1

ORIGINAL

**AN ORDINANCE ESTABLISHING
AN INTERGOVERNMENTAL AGREEMENT
WITH THE CITY OF PORTLAND FOR THE CONSTRUCTION OF
A PEDESTRIAN CROSSING AT
NE 102ND AVENUE AND NE SKIDMORE STREET**

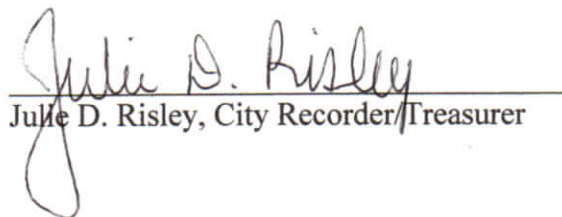
BE IT ORDAINED that the City of Maywood Park hereby enters into an Intergovernmental Agreement with the City of Portland for the purpose of improving the pedestrian crossing at NE 102nd Avenue and NE Skidmore Street. Construction of said pedestrian crossing will be done by the Portland Bureau of Transportation and will include work on the City of Maywood Park right-of-way. The pedestrian crossing will consist of a pedestrian refuge island and Rectangular Rapid Flashing Beacon.

The City Council hereby declares an emergency, declaring that this Ordinance is immediately necessary to secure the continued general public health and general welfare of the citizens of the City of Maywood Park, and that this Ordinance is immediately necessary to conserve, stabilize, and protect property within the incorporated area of the City of Maywood Park. The Ordinance shall take effect and be in force immediately.

PASSED AND APPROVED by the City Council of the City of Maywood Park on the 18th day of November, 2013.


DAVE SNODGRASS, Council President

ATTEST:


Julie D. Risley, City Recorder/Treasurer

INTERGOVERNMENTAL AGREEMENT

102nd and Skidmore Crossing 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 Prescott Elementary School.

III. THE CITY OF MAYWOOD PARK OBLIGATIONS

The City of Maywood Park agrees to:

- Allow PBOT and its contractors to improve the pedestrian crossing at 102nd and Skidmore with a pedestrian refuge island and Rectangular Rapid Flashing Beacon (RRFB). This will include work on City of Maywood Park right-of-way.
- Continue to maintain the sidewalk and corner ramp on the NW corner of the crossing at 102nd and Skidmore.

IV. CITY OF PORTLAND OBLIGATIONS

The City of Portland agrees to:

- Improve the crossing at 102nd and Skidmore with a marked crossing, pedestrian refuge island and Rectangular Rapid Flashing Beacon.
- Notify the City of Maywood Park should there be substantial delays or changes to the project
- Provide ongoing maintenance to the markings, signage, pedestrian refuge island and RRFBs at 102nd and Skidmore, including the electrical expenses of the RRFBs.

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

Signature

Date

CITY OF MAYWOOD PARK

Mayor
City of Maywood Park



Signature

Date 10/8/18

Approved as to form: