

City of Sherwood, Oregon
Resolution No. 97-694

**A RESOLUTION EXECUTING AN INTER-GOVERNMENTAL
AGREEMENT (IGA) BETWEEN WASHINGTON COUNTY AND CITY OF
SHERWOOD FOR THE OREGON STREET SIGNAL.**

THIS AGREEMENT is made and entered into by and between Washington County, a political subdivision of the State of Oregon, acting by and through its Elected Officials, hereinafter referred to as COUNTY, and the City of Sherwood, a municipal corporation of the State of Oregon, acting by and through its City Council, hereinafter referred to as CITY.

ARTICLE I - RECITALS

WHEREAS, on May 16, 1995, the voters approved a Major Streets Transportation Improvement Program - Six Year Serial Levy for Roads (MSTIP 3), COUNTY has funds and may enter into cooperative agreements with various cities situated within the boundaries of said County to accomplish certain types of road construction projects with the allocation of costs and terms and conditions mutually agreed to by the Parties; and,

WHEREAS, Washington County has a Project under MSTIP 3 to install a traffic signal on the Tualatin-Sherwood-Edy Road at its intersection with Oregon Street; and,

WHEREAS, ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a Party to the Agreement has the authority to perform; and,

WHEREAS, under such authority, it is the mutual desire of the COUNTY and the CITY to enter into such an agreement to cooperate in the construction of the Project as described above;

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, and in consideration of the terms, conditions and covenants set forth below, the Parties hereto agree as follows:

ARTICLE II - COUNTY OBLIGATIONS

1. COUNTY shall enter into and execute this Agreement during a duly authorized session of its Board of County Commissioners.
2. COUNTY shall, upon execution of this Agreement, assign a liaison person to be responsible for coordination of the Project with the CITY.
3. COUNTY shall reimburse CITY for seventy-five percent (75%) of CITY'S external costs (other than CITY staff time) associated with the design and installation of the signal Project, but not to exceed \$135,000 of the total estimated Project cost of \$180,000.
4. COUNTY shall, at COUNTY expense, review and approve signal plans and specifications. In the event of dispute, COUNTY interpretation of specifications shall govern.
5. COUNTY shall, at COUNTY expense, inspect the traffic signal construction. The Department of Land Use and Transportation Operations Division shall perform the necessary field testing for the signal turn on.
6. COUNTY shall, at COUNTY expense, provide signal timing, supervise signal turn on, and perform final inspection.

ARTICLE III - CITY OF SHERWOOD OBLIGATIONS

1. CITY shall enter into and execute this Agreement during a duly authorized session of its City Council.
2. CITY shall, upon execution of this Agreement, assign a liaison person to be responsible for coordination of the Project with the COUNTY.
3. CITY shall manage the design and construction of the signal Project, subject to COUNTY review and approval of specifications and plans, and inspection and approval of construction and installation.
4. CITY shall provide signal design to COUNTY for its technical review and approval prior to signal installation.

5. CITY shall provide a statement of final costs within one year after the notice of completion.
6. CITY shall inform COUNTY when construction and installation are ready for COUNTY's inspection, testing, and other tasks set forth in Article II.

ARTICLE IV - COMPENSATION

1. The CITY shall submit billings to COUNTY in sufficient detail and in a form acceptable to COUNTY not more frequently than monthly nor less frequently than quarterly for reimbursable external costs incurred since the previous billing. COUNTY shall pay the CITY the balance due within thirty days of receipt of approved invoices.
2. The City shall pay all Project costs in excess of \$135,000.00, and all of its internal costs.

ARTICLE V - GENERAL PROVISIONS

1. Law of Oregon

The Parties agree to abide by all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be governed by the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in public contracts are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

2. Default

Either Party shall be deemed to be in default if it fails to comply with any provision of this Agreement. CITY and COUNTY agree time is of the essence in the performance of any of the obligations within this Agreement. Complaining Party shall provide the other Party with written notice of default and allow thirty (30) days within which to cure the defect.

3. Indemnification

This Agreement is for the benefit of the Parties only. Neither the CITY's nor COUNTY's contractor nor any other person shall be considered a third-party beneficiary of this Agreement. Within the limits of the Oregon Tort Claims Act, CITY and COUNTY shall hold harmless, indemnify, and defend each other for any and all claims, damages, losses and expenses including, but not limited to, reasonable

attorney fees in connection with any action, suit, or claim, whether in tort or contract, arising out of or resulting from each Party's performance or failure to perform any of the obligations herein, to the extent same are caused by the CITY or COUNTY, their respective employees or agents.

4. 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 this Project shall become public property.

5. Modification of Agreement

No waiver, consent, modification or change of terms of this contract shall bind either Party unless in writing, signed by both Parties. Such waiver, consent, modification or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract.

6. Arbitration of Disputes

The Parties agree to use their best efforts to resolve any dispute arising out of this Agreement by mediation. If mediation is not successful, the dispute shall be settled by binding arbitration in Washington County, Oregon, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be before a single arbitrator. The cost of arbitration shall be shared equally; provided, however, that the arbitrator may award costs and fees to the prevailing Party. The arbitration shall be held within 60 days of selection of the arbitrator unless otherwise agreed to by the Parties.

7. Severability

If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court to be invalid or unenforceable, the remainder of this Agreement and the application of those terms and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8. Integration

This Agreement includes the entire agreement of the Parties and supersedes any prior discussions or agreements regarding the same subject.

9. Nondiscrimination

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the COUNTY.

ARTICLE VI - TERM OF AGREEMENT

1. The term of this Agreement shall be from the date of execution until the completion of the Project, but not to exceed two years.
2. This Agreement may be amended or extended for periods of up to one year by consent of the Parties, subject to provisions of this Agreement. Except for breach, it may be canceled or terminated for any reason beyond the control of the Parties.

Duly passed by the City Council this 10th day of June 1997.



Ron Tobias, Mayor

ATTEST:



Jon Bormet, City Manager/Recorder