



City of Sherwood, Oregon

Resolution No. 99-833

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN INTERGOVERNMENTAL AGREEMENT WITH THE UNIFIED
SEWERAGE AGENCY FOR STORMWATER PLAN REVIEW AND EROSION
CONTROL SERVICES**

WHEREAS, the City of Sherwood (City) and Unified Sewerage Agency (USA) are parties to an agreement dated July 1990 regarding the operation and maintenance of stormwater and sanitary sewerage facilities and storm and sanitary sewer services within the City; and

WHEREAS, ORS 190.003 through 190.110 encourages intergovernmental cooperation and authorizes local governments to delegate to each other authority to perform their respective functions as necessary; and

WHEREAS, USA has extensive expertise in stormwater plan review and erosion control services; and

WHEREAS, the City desires to utilize the expertise of USA to supplement the City's capabilities; and

WHEREAS, USA desires to assist the City in plan review and erosion control services; and

WHEREAS, the City agrees to reimburse USA for the costs associated with the services the City is requesting.

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

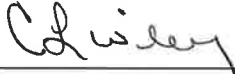
The City Manager is authorized to enter into an Intergovernmental Agreement with USA for Stormwater Plan Review and Erosion Control Services.

Duly passed by the City Council this 9th day of November 1999.



Walt Hitchcock, Mayor

ATTEST:



C.L. Wiley, Recorder



CITY COUNCIL AGENDA COVER SHEET

SUBJECT: Resolution authorizing the City Manager to enter into an Intergovernmental Agreement with the Unified Sewerage Agency (USA) for stormwater plan review and erosion control services EXHIBITS: 1. Resolution No. 99-833 2. Draft Intergovernmental Agreement Between USA and City Of Sherwood for Stormwater Plan Review and Erosion Control Hearings Officer Services	For Agenda of: (Date Of CC Mtg (11/9/99))			
	C L E A R A N C E S			
Originator: Terry Keyes	Initials TK	Update Initials	✓ Impacted Depts.	Initials
City Mgr & Mayor				
City Attorney				
City Recorder				
			Finance Director	
Expenditure Required:	Amount Budgeted:			

SUMMARY STATEMENT:

Review of stormwater improvements and erosion control practices is now done by both city and USA staff for new development projects. USA has extensive expertise in these subject areas and is willing to assist the city in these aspects of development engineering. The Intergovernmental Agreement establishes the framework for USA and the city to work together to provide an improved and more timely review of development plans. In addition, the agreement formalizes a program for USA to assist the city with erosion control issues.

ADMINISTRATION RECOMMENDATION:

Enter into an Intergovernmental Agreement with USA.

ALTERNATIVE(S):

Continue the present system where USA and city staff both review new development plans.

RECOMMENDED MOTION:

Move to approve Resolution 99-833 authorizing the City Manager to enter into an Intergovernmental Agreement with USA for stormwater plan review and erosion control services.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN UNIFIED SEWERAGE AGENCY
AND THE CITY OF SHERWOOD
FOR STORMWATER PLAN REVIEW AND EROSION CONTROL
HEARINGS OFFICER SERVICES**

THIS AGREEMENT, dated _____, 1999, is made and entered into by the City of Sherwood, a municipal corporation (“City”) and the Unified Sewerage Agency of Washington County, a county service district formed in accordance with ORS Chapter 451 (“USA” or “Agency”).

I. RECITALS

WHEREAS, City and USA are parties to an agreement dated July 1990 regarding the operation and maintenance of stormwater and sanitary sewerage facilities and storm and sanitary sewer services within the City; and

WHEREAS, ORS 190.003 through 190.110 encourages intergovernmental cooperation and authorizes local governments to delegate to each other authority to perform their respective functions as necessary; and

WHEREAS, City and Agency have adopted design and construction standards relating to stormwater conveyance, water quality and erosion control; and

WHEREAS, City intends to delegate certain of its erosion control enforcement, erosion control plan review and stormwater plan review duties to USA; and

WHEREAS, USA and City agree that USA will perform said delegated duties and City will compensate USA for its services in accordance with the terms of this Agreement.

THEREFORE, in consideration of mutual promises and covenants contained herein and the authority of ORS Chapter 190, the parties agree as follows:

II. AGENCY OBLIGATIONS

A. Stormwater Plan Review Services

Agency agrees to:

1. Review plans of proposed developments within the City to determine compliance with USA and City design and construction standards related to stormwater conveyance and water quality.

2. Provide comments on submitted stormwater conveyance, water quality and water quantity designs and document all comments, correspondence, revisions and recommendations provided to applicants for City records.
3. Attend pre-application meetings regarding proposed developments within City.
4. Use best efforts to complete initial plan review within 15 working days and re-submittal plan reviews within 10 working days of receiving complete submittal packages.
5. Offer expedited plan review services subject to payment of applicable expedited plan review fees adopted in the current City and USA Rates and Charges Resolution and Order.
6. Upon the City's request, attend public meetings to respond to stormwater conveyance, water quality and water quantity issues on development projects within City.

B. Erosion Control Plan Review Services

Agency will review development plan submittals for compliance with applicable erosion control requirements.

C. Erosion Control Inspection, Enforcement and Hearings Officer Services

Agency agrees to:

1. Assume primary responsibility for managing the erosion control program as defined in Agency Resolution and Order No. 96-44, as may be amended, and NPDES stormwater permits relating to construction activities.
2. Provide erosion control inspection services for City.
3. Issue and review erosion control civil citations and administrative orders to enforce Agency erosion control rules within City.
4. Provide administrative support and perform all tasks necessary to process civil citations including, but not limited to, mailing or otherwise serving the summons and complaint, scheduling the hearing, representing Agency and City's interest during the hearing, filing and sending the final decision to the parties and processing any appeals.
5. Provide an impartial Hearings Officer to decide erosion control matters within City.
6. Provide quarterly reports to City listing erosion control inspection and administrative civil citation enforcement activities.
7. Provide advance notice to City of unusual or significant planned erosion control inspection or enforcement activities in City.

D. Miscellaneous Services Provided by the Agency upon Request

1. Sanitary Sewer Review
2. Geographical Information Systems and mapping services
3. Computer-Aided Drafting
4. Engineering

5. Planning
6. Master Planning

Fees and specifications for the services listed in Section D shall be determined on a project by project basis.

III. CITY OBLIGATIONS

A. Stormwater Plan Review Services

City Agrees to:

1. Provide adequate notice of pre-application meetings that require USA's attendance.
2. Receive and review development plan submittals for completeness in accordance with USA standards.
3. Transmit complete development plan submittals to USA.
4. Return comments and requests for additional information and/or documentation to applicants.
5. Return Agency approved plan submittals to applicants.
6. Administer all public involvement and public notice requirements for development projects within City.
7. Provide available topographic and system utility maps to Agency with each development plan submittal package.
8. Issue all permits related to stormwater infrastructure.

B. Erosion Control Plan Review Services

1. As requested, City will provide information, documentation and generally assist Agency with its review of development plan submittals for compliance with applicable erosion control requirements.
2. Issue all erosion control permits, and promptly forward approved permits to the Agency.

C. Erosion Control, Inspection, Enforcement and Hearings Officer Services

1. Withhold issuance of all grading permits and approval of all "foundation" building inspections until receiving Agency approval in writing of erosion control techniques being in place.
2. Provide information, documentation and general assistance upon request by Agency Construction Inspectors, Legal Counsel, Engineering Division Manager, Hearings Officer Clerk, and Hearings Officer in order to ensure erosion control inspection and enforcement measures are carried out in an accurate, fair, efficient and effective manner under this Agreement.
3. Promptly inform the Agency of any erosion control violations of which the City

becomes aware.

4. Provide a list of active Erosion Control Permits that have been issued as of the date of this Agreement.

IV. COSTS

A. Collection of Fees

1. Stormwater Plan Review Fees: City shall collect from the applicant an initial plan review fee based on a percentage of the estimated cost of constructing the storm system improvements as set out in the current USA Rates and Charges R&O. Upon completion of the review process, Agency shall notify City of any expedited overtime plan review fees that are due. The applicant shall submit a revised construction cost estimate to City based on Agency-approved plans. City shall collect any additional plan review fees and expedited overtime plan review fees from the applicant prior to issuing a permit for construction.
2. Erosion Control Inspection and Plan Review Fees: Prior to issuing a permit for construction, City shall collect the appropriate Erosion Control Inspection and Plan Review fees from the applicant as set out in the current USA Rates and Charges R&O.

B. Distribution of Collected Fees

1. Stormwater and Plan Review Fees: City shall retain 100% of the standard stormwater plan review fees collected. Agency shall charge the City for stormwater plan review services identified in this agreement for actual hours spent at a rate of \$40.00 per hour. Minimum charge per project shall be equal to two (2) hours, and partial hours shall be rounded up to the nearest hour.
2. Expedited Plan Review Fees: City shall remit 100% of any collected expedited plan review fees to Agency.
3. Erosion Control Inspection and Plan Review Fees: City shall remit 100% of the Erosion Control Inspection Fees and 90% of the Erosion Control plan check fees collected after adoption of this Agreement.

C. Civil Penalties

Agency shall retain all civil penalties collected as a result of its erosion control enforcement services provided for City under the terms of this Agreement.

D. Payment Schedule

City shall pay Agency its share of collected erosion control inspection and plan review fees monthly. Agency shall invoice the City monthly for stormwater plan review services. Payments for Agency-provided stormwater plan review services shall be due 30 days after invoice.

V. GENERAL TERMS

A. Dispute Resolution

Both parties agree to review the performance and distribution of fees portion of this Agreement every six (6) months. In the event of a dispute between the parties to this Agreement as to any terms or conditions under this Agreement, the parties shall first attempt in good faith to negotiate to resolve same. In the event resolution of any dispute cannot be attained by the parties, the dispute shall be submitted to final and binding arbitration for resolution. The parties to the dispute shall be responsible for their own costs. The parties to the dispute shall each pay an equal share of the arbitrator's fee.

B. Indemnification and Insurance

1. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each party agrees to indemnify and defend the other and its officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement, including the cost of defense thereof, including attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, subcontractors or representatives.
2. Each party, its successors, contractors, and assigns, shall maintain liability insurance with the following coverages and minimum limits:
 - a. Comprehensive General Liability - \$1,000,000 combined single limit per occurrence or Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 General Annual Aggregate.
 - b. Automobile Liability - \$500,000 combined single limit.
 - c. Worker's Compensation – Statutory employer's liability - \$100,000.
3. Each party, its successors, contractors and assigns, shall cause the other to be named

as an additional insured on its insurance policy or policies related to this Agreement. Each party has the right to establish a self-insurance program or a fully self-funded program in accordance with state law.

C. Laws and Regulations

City and Agency agree to abide by all applicable laws and regulations.

D. Effective Date

This Agreement is effective from the date of execution by both parties and shall remain in effect until July 1, 2002.

E. Integration

This document constitutes the entire agreement between the parties and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving party's exercise of the right in the future.

F. Amendments; Waivers

No waiver of any portion of this Agreement and no amendment, modification or alteration of this Agreement shall be effective unless in writing and signed by the City's authorized representative and the Agency's General Manager or his designee.

G. Termination

This agreement may be terminated by mutual written agreement of both parties, or by either of the parties notifying the other in writing, with the termination being effective 30 days from the date of the written notification. In the event of termination, any costs incurred to date, and any reasonable costs required to terminate the Agreement shall be paid for as specified in Section IV. of this Agreement.

H. Interpretation of Agreement

- A. This agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
- B. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.

I. Severability/Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.

J. Approval Required

This Agreement and all amendments shall not be effective until approved by Agency's General Manager or the General Manager's designee and, when required by applicable Agency rules, Agency's Board of Directors.

K. Choice of Law; Venue

This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. All disputes and litigation arising out of this Agreement shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Washington County, Oregon.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

**UNIFIED SEWERAGE AGENCY OF
WASHINGTON COUNTY, OREGON**

CITY OF SHERWOOD

By: _____
Bill Gaffi
General Manager

By: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM

By: _____
Agency Counsel

By: _____
City of Sherwood Counsel