



COPY

**Resolution No. 2001-929**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR REVIEW, CONSTRUCTION, AND MAINTENANCE SERVICES FOR NORTH SHERWOOD BOULEVARD/LANGER DRIVE TRAFFIC SIGNAL**

**WHEREAS**, ORS 190.003 through 190.110 authorizes agencies to enter into intergovernmental agreement for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

**WHEREAS**, a traffic signal installation must occur prior to occupancy of G I Joes as stated in the Notice of Decision dated 8-8-00, para. D2, G8; and

**WHEREAS**, City staff lack the expertise to adequately review plans for the traffic signal and maintain it after installation, and

**WHEREAS**, Washington County will provide the City with plan review, management, inspection to expedite this installation and also do maintenance of this light for the City; and

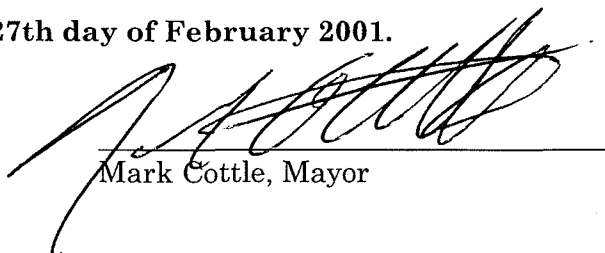
**WHEREAS**, the cost of services will be billed to the City and reimbursed by the Developer.

**NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:**

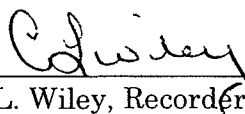
Section 1: The City Manager is authorized to enter into an Intergovernmental Agreement with Washington County, shown here as Exhibit A, for inclusion of services rendered for project review, management, inspection and maintenance on a traffic signal at North Sherwood Boulevard and Langer Drive.

Section 2: Reimbursement to Washington County for construction and associated costs will be billed to the City and reimbursed by the Developer.

**Duly passed by the City Council this 27th day of February 2001.**

  
Mark Cottle, Mayor

ATTEST:

  
C.L. Wiley, Recorder

DRAFT

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
WASHINGTON COUNTY AND CITY OF SHERWOOD  
FOR NORTH SHERWOOD BOULEVARD/LANGER DRIVE  
TRAFFIC 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.

WITNESSETH

**ARTICLE I - RECITALS**

WHEREAS, ORS 190.003 - 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, City of Sherwood has approved site plan conditions for G I Joes to install a traffic signal on North Sherwood Blvd. at its intersection with Langer Drive; 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.

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Exhibit A (6 pages)  
February 27, 2001

3. COUNTY shall perform or cause to be performed all actions necessary for design and construction of Project, including design engineering, contract administration, construction engineering and inspection, and project management, provided however, that County and City shall perform actions with respect to the Waterline and the Landscaping and Irrigation as further set forth in this agreement. County shall advertise for, award, and administer the construction contract for the Project. County shall be responsible for acceptance of contractor's work on behalf of City. The Project shall be designed to County standards except as provided in this agreement.
4. COUNTY shall manage the construction of the signal Project, subject to COUNTY review and approval of specifications and plans, and inspection and approval of construction and installation.
5. COUNTY shall, at CITY expense, review and approve signal plans and specifications. In the event of dispute, COUNTY interpretation of specifications shall govern.
6. COUNTY shall, at CITY 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.
7. COUNTY shall, at CITY expense, provide signal timing, supervise signal turn on, and perform final inspection.
8. COUNTY shall enter into and execute this Agreement during a duly authorized session of its Board of County Commissioners.
9. County shall perform actions regarding compensation as set forth in Article IV - Compensation.

### **ARTICLE III - CITY OF SHERWOOD OBLIGATIONS:**

1. City shall enter into and execute this Agreement during a duly authorized session of the City Council.
2. City shall, upon execution of this Agreement, assign a liaison person to be responsible for coordination of Project with County.
3. City shall provide engineering plans and specifications for the Traffic signal to the County.
4. City will maintain the Landscaping and maintain and operate the Irrigation system (including providing water for irrigation) following the contractor warranty period.

5. City shall perform actions regarding compensation as set forth in Article IV - Compensation.

#### **ARTICLE IV – COMPENSATION**

1. The COUNTY shall submit billings to CITY in sufficient detail and in a form acceptable to CITY not more frequently than monthly nor less frequently than quarterly for reimbursable external costs incurred since the previous billing. CITY shall pay the COUNTY the balance due within thirty days of receipt of approved invoices.
2. City shall, within 30 days of the effective date of this agreement, deposit with the County an amount equal to the estimated cost of the Traffic Signal, or \$ \_\_\_\_\_.
3. City and County understand that the estimated costs are used to determine project budget and deposit amounts used within this agreement. Final costs will be based on the actual contract amount of the schedule of prices and quantities used and installed. Final payments made by the City to the County related to this project shall be based on actual bids and construction costs.
4. County shall, within 90 days after completion of the Traffic Signal, prepare and submit a final statement of expenditures to the City.
5. If, at the time of submittal of a final statement of expenditures to the City, the County determines that the actual final cost of the work is less than the deposit amount, the County shall refund the difference and accumulated interest to the City within the time period specified above for preparation and submittal of a final statement of expenditures. Interest shall be calculated based upon the local government investment pool rate and shall apply to any unexpended deposit amount from the date received by the County to the date refunded to the City.
6. If the County determines that the actual cost of the work incurred exceeds the deposit amount, the County shall submit an invoice or invoices to the City for the difference. City shall pay County for Traffic Signal costs as billed within thirty (30) days after receipt of County billing.

#### **ARTICLE V - GENERAL PROVISIONS**

1. Laws of Oregon

The parties agree to abide by all applicable laws and regulations regarding the handling and expenditure of public funds. The laws of the State of Oregon shall govern this

Agreement. 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. City shall pay the County for costs incurred for satisfactorily completed and authorized work up to the time of default. Each party shall be liable for all costs and damages arising from default by that party.

## 3. Indemnification

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold the other harmless, to include their respective officers, employees, agents and representatives, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omission of services or in any way resulting from the acts or omissions of the parties so indemnifying and/or its officers, employees, agents or representatives. Indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each party shall be responsible for any contract claims, delay damages or similar items caused by the action or inaction of the party.

## 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 Agreement 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.

## 6. Dispute Resolution

The parties agree to use their best efforts to resolve any dispute arising out of this Agreement by mediation. If mediation is not successful within 30 days, the parties are free to utilize any legal remedy they may have.

## 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. 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.

## 9. Integration

This Agreement includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract.

**ARTICLE VI - TERM OF AGREEMENT**

1. The term of this Agreement shall be from the date of execution for three years or until completion of all obligations, whichever is sooner.
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.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

DONE AND DATED this \_\_\_\_\_ day of, 2001

WASHINGTON COUNTY, OREGON      CITY OF SHERWOOD

\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Loretta S. Skurdahl  
Senior Assistant County Counsel

\_\_\_\_\_  
City Attorney