

COPY



City of Sherwood, Oregon

Resolution No. 2001-931

A RESOLUTION AUTHORIZING THE CITY MANAGER TO FINALIZE AND ENTER INTO AN AGREEMENT WITH UNIFIED SEWERAGE AGENCY (USA) TO ALLOW TUALATIN VALLEY WATER DISTRICT (TVWD) TO PROVIDE THE CITIZENS OF SHERWOOD CUSTOMER SERVICE FOR USA RELATED MATTERS.

WHEREAS, the City has entered into an agreement with TVWD to provide operations of the City's Water District; and

WHEREAS, the City has transferred all staff to support customer service for water and sewage districts to TVWD; and

WHEREAS, TVWD has the capability and willingness to provide customer service for USA to the Citizens of Sherwood;

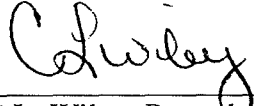
NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

The City Manager is authorized to enter into an agreement with USA to allow them to contract with TVWD for customer service for the USA district in Sherwood.

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


Mark O. Cottle, Mayor

ATTEST:


C.L. Wiley, Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN UNIFIED SEWERAGE AGENCY OF WASHINGTON COUNTY,
TUALATIN VALLEY WATER DISTRICT, AND CITY OF SHERWOOD FOR
PROVISION OF CUSTOMER SERVICES**

This Intergovernmental Agreement (IGA) is made and entered into this ___ day of _____, 200~~8~~, between the Unified Sewerage Agency of Washington County (USA), a service district organized under ORS Chapter 451, Tualatin Valley Water District (TVWD), a service district organized under ORS Chapter 451, and the City of Sherwood (Sherwood), an Oregon municipality.

RECITALS

1. WHEREAS, USA, TVWD, and Sherwood (the Parties) have the authority to enter into intergovernmental agreements under ORS Chapter 190; and
2. WHEREAS, the Parties have an on-going relationship and mutual interests, including the provision of service to their shared customers;
3. NOW, THEREFORE, the Parties agree to the following terms and conditions:

TERMS AND CONDITIONS

1. Scope of the Agreement

This IGA applies to the provision of customer services to Sherwood for sanitary sewer and Surface Water Management (SWM) accounts and does not amend any other agreement between or among the Parties.

2. USA Obligations

- A. USA will provide customer services to Sherwood on sanitary sewer and SWM accounts. Such services will be limited to answering telephone inquiries from customers regarding billings, and making adjustments not to exceed \$400 to customer accounts. In cases of requested adjustments in excess of \$400, USA will consult with Sherwood prior to granting such an adjustment. USA will also correct errors that are the basis of adjustments, including incorrect fixture counts.
- B. USA will accept in-person payments of sewer bills as an "additional payment location," and will forward any payments received to TVWD for processing.
- C. In lieu of invoicing Sherwood for these services, the amount due will be included as a line item on the Monthly Report of Sewer Receipts form.

3. TVWD Obligations

- A. TVWD will set up Sherwood's sanitary sewer and SWM customer accounts for USA.
- B. TVWD will provide USA with access to account information required to perform customer services.
- C. TVWD will note in its monthly reports to Sherwood any monetary adjustments to accounts made by USA.

4. Sherwood Obligations

- A. Sherwood will, and hereby does, authorize TVWD to allow USA access to all account information necessary to perform customer services. Sherwood will respond to USA inquires regarding customer account information necessary to provide customer service.
- B. Sherwood will maintain sewer permitting information and respond to USA inquiries on sewer permitting.
- C. Sherwood will assign a particular staff person the task of responding to USA inquiries for customer account and permitting information to support USA's customer service obligations.
- D. Sherwood will pay USA \$970 per month in compensation for the obligations performed pursuant to this IGA.

5. General Terms

- A. Laws and Regulations.
The Parties agree to abide by all applicable laws and regulations.
- B. 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 will be relevant to supplement any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement will not be relevant to determine the meaning of this agreement and no waiver by a party of any right under this agreement will prejudice the waiving party's exercise of the right in the future.
- C. Indemnification
Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the Parties will indemnify and defend the others and their 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) 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.

D. Waiver and Amendment

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 authorized representative of each Party.

E. Termination

This agreement may be terminated by mutual written agreement of all parties.

F. Construction

This agreement will not be construed for or against any party by reason of the authorship or alleged authorship of any provision.

G. Severability/Survivability

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 indemnity survive the termination of this agreement for any cause.

H. Dispute Resolution

In the event of a dispute between or among the Parties as to any terms or conditions under this Agreement or as to the performance thereof, the disputing parties shall first attempt in good faith to negotiate to resolve the dispute. In the event the dispute cannot be resolved by the parties, the parties shall participate in mediation to resolve the dispute. If the dispute is not resolved through mediation, the parties will submit the matter to final and binding arbitration for resolution. The parties to the dispute shall be responsible for their own costs in mediation and arbitration. The parties to the dispute shall each pay an equal share of the arbitrator's fee.

I. Term

The term of this IGA shall be from December 1, 2000, until June 30, 2002, unless superceded by amendment of the USA-City IGA.

UNIFIED SEWERAGE AGENCY OF
WASHINGTON COUNTY

TUALATIN VALLEY WATER DISTRICT

By: _____
General Manager

By: Gregory E. DiLoreto
Gregory E. DiLoreto

Title: General Manager

Date: _____

Date: 1/18/01

APPROVED AS TO FORM:

CITY OF SHERWOOD

By: _____
Agency Counsel

By: _____

Title: _____

Date: _____