



Resolution 2005-040

A RESOLUTION RATIFYING THE IGA BETWEEN THE CITY OF SHERWOOD AND WASHINGTON COUNTY TO PROVIDE RIGHT-OF-WAY ACQUISITION SERVICES

WHEREAS, currently the City of Sherwood needs to obtain construction and slope easements for the Sherwood Downtown Streetscapes Improvements – Phase A; and

WHEREAS, Washington County has a right-of-way section with knowledgeable staff and resources available to assist the City in this process; and

WHEREAS, it is cost effective to have Washington County provide this service.

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby ratifies the intergovernmental agreement with Washington County to provide right-of-way acquisition services and authorizes the City Manager to approve the agreement.

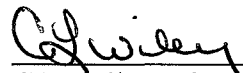
Section 2: This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 21 day of June, 2005.



Keith S. Mays, Mayor

ATTEST:



C.L. Wiley, City Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF SHERWOOD
AND
WASHINGTON COUNTY**

I. PURPOSE

This agreement is entered into between City of Sherwood, Oregon (Sherwood) and Washington County, Oregon (Washington), pursuant to ORS 190.010, et seq.

The purpose of this agreement is for Washington to provide the assistance of its Right-of-Way Section staff to Sherwood, to purchase the right-of-way needed for the Sherwood Downtown Streetscape Improvements -- Phase A, under the jurisdiction and control of Sherwood, and Sherwood has the authority to enter into an agreement for the acquisition of real property. This agreement shall be construed in accordance with ORS 190.030.

II. SCOPE OF WORK AND COOPERATION

- A. The process to be followed by the parties in carrying out this Agreement is set out in the Special Provisions. Said Special Provisions are attached hereto and by this reference made a part hereof as Exhibit "A".
- B. Washington County agrees to:
 - 1. Provide a Right-of-Way Agent and other Right-of-Way staff as needed and available to perform right-of-way acquisition and related services including required easements. For purposes of this agreement, right-of-way acquisition and related services shall consist of all tasks required by applicable laws, regulations, and the State of Oregon's Right-of-Way Manual, relating to the acquisition of property for a public project, together with the administration of contracts for such tasks, but not including legal services.
 - 2. Ensure it's County Right-of-Way Agent and staff competently and in good faith performs the duties of this agreement.
 - 3. Designate Rod Bliss, Right-of-Way Supervisor, as the contract administrator for this agreement.
- C. City of Sherwood agrees to:
 - 1. Provide access to all documents, survey maps, and other records or materials relating to its projects and property to be acquired, necessary for Washington to perform the duties under this agreement. Provide or approve appropriate letters and forms for notice, grants of deed or easement, and other required documents relating to right-of-way acquisition. Sherwood shall provide information relating to its internal processes for contracting services; approving deeds, documents, and settlements; processing property owner payments; and all similar information necessary to the right-of-way acquisition process.
 - 2. Provide the necessary funding or reimbursement to Washington that are necessary to perform services under this agreement.

3. Designate Eugene Thomas, City Engineer, as the contract administrator for this agreement, who shall be authorized to request all services under this agreement.

III. COMPENSATION

- A. Sherwood agrees to pay Washington an amount of its billing rate of the attached Exhibit "B" for the services outlined in Section II.A & B, plus expenses as provided in Section II.C. Payments are to be made to Washington and not the individual(s) performing services under this agreement. Washington shall invoice Sherwood monthly for salary, benefits, and expenses provided under Section II.2.A, B & C above. If outside appraisal services are required and approved by Sherwood as provided below, Washington shall include the cost of such services in its invoices.
- B. All compensation for right-of-way, other property interests, and other monetary obligations to property owners shall be paid directly by Sherwood.

IV. SPECIAL REQUIREMENTS

- A. Sherwood and Washington agree to comply with all applicable local, state, and federal ordinances, statues, laws, and regulations. It is further agreed both parties will strictly follow the rules, policies and procedures of the "Uniform Relocation Assistance and Real Property Acquisition Policy of 1970" as amended, ORS 35.510, State of Oregon's Right-of-Way Manual, and Federal Highway Administration Federal Aid Policy Guide.
- B. If the services of an independent appraiser are required, Washington shall utilize its existing contract for such services, obtain one or more quotes for the services, and notify Sherwood of the cost. If Sherwood approves, Washington will direct the appraiser to proceed with the work.
- C. Sherwood agrees to indemnify, hold harmless, and defend Washington, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damages or injuries to persons or property arising out of Washington's performance of the agreement. The tort claim limits ORS 30.270 shall apply to this agreement. The parties agree that the Washington Right-of-Way Agent and Agents hired by Washington's Right-of-Way Agent, when performing the duties of Sherwood, are Agents of Sherwood.
- D. For purposes of compensation, benefits, supervision, and discipline, all Washington employees, shall remain employees of Washington.
- E. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract, provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- F. Sherwood and Washington agree that they jointly own any and all data, documents, plans working papers, and any other materials that Washington or its consultants, if

any, produces in connection with the Project Scope described in this Agreement. Upon completion of the Project Washington shall convey all such materials to Sherwood, and they shall thereafter be the sole property of Sherwood.

- G. The agreement is expressly subject to the debt limitation on Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provision herein which would conflict with that law is deemed inoperative to that extent.

V. TERMS OF AGREEMENT

This agreement becomes effective upon execution and terminates after the last property acquisition is completed on the project or December 31, 2005, which ever comes later.

This agreement may be terminated prior to the expiration of the agreed term:

- 1. By mutual written consent of the parties;
- 2. By either party upon 30-days notice to the other, effective upon delivery of written notice by certified mail or in person.

VI. ACCEPTANCE AND EXECUTION OF THE AGREEMENT

In witness to the above agreement and covenanting to be bound to its conditions, the following parties affix their authorized signatures.

**CITY OF SHERWOOD, OREGON
BY AND THROUGH IT'S
CITY COUNCIL**

**WASHINGTON COUNTY, OREGON
BY AND THROUGH ITS
BOARD OF COMMISSIONERS**

City Manager

Chair

Recording Secretary

Recording Secretary

Date: _____

Date: _____

**City of Sherwood
20 NW Washington St
Sherwood, OR 97140
Approved As to Form:**

**155 North First Avenue
Hillsboro, OR 97124
Approved As to Form:**

**Sherwood City Counsel
Date:** _____

**Loretta S. Skurdahl
Sr. Assistant County Counsel
Date:** _____

EXHIBIT "A"
SPECIAL AGREEMENT PROVISIONS

A. Preliminary Phase: (If Needed)

1. Sherwood will provide preliminary cost estimates.
2. Sherwood will develop access and approach road list.
3. Sherwood will help provide field location and project data.

B. Acquisition Phase

1. General:

- a. When doing the acquisition work, Washington will provide Sherwood with a status report of the project.
- b. Title to properties acquired shall be in the name of Sherwood.

2. Legal Descriptions:

- a. Sherwood will provide sufficient surveys, vesting deeds, maps and other data so that legal descriptions can be written.
- b. Sherwood will write legal descriptions, prepare right-of-way maps, provide construction plans and cross-section information for the project.
- c. Sherwood will specify the degree of title to be acquired (e.g. fee, easement).

3. Real Property and Title Insurance: (If Needed)

- a. Sherwood will provide preliminary title reports, if needed, before negotiations for acquisitions commence.
- b. Sherwood will determine sufficiency of title (taking subject to).

4. Appraisal:

- a. Washington will secure appraisals of properties to be acquired.
- b. Washington will make review appraisals by qualified personnel.

5. Negotiations:

- a. Washington will tender all monetary offers to landowners in writing at the compensation shown in the appraisal review. Any settlements taken for more than the appraisal review will be documented by an Administrative Justification for the increase and will need Sherwood's approval.
- b. Washington will submit any construction obligations not listed on the construction plans to Sherwood for approval.

6. Relocation: (If Needed)

- a. Washington will perform any relocation assistance, make replacement-housing computations, and do all things necessary to relocate any displaced parties on the project.
- b. Sherwood will make all relocation and moving payments for the project.
- c. Washington will perform the Relocation appeal process.

C. Closing Phase

1. Sherwood will close all transaction. This includes drawing deed, release and satisfactions necessary to clear title and making all payments. If Washington is to provide this service then Sherwood will provide Washington approved as to form documents.
2. Washington will obtain signatures on deed documents and release documents.
3. Sherwood will record conveyance documents.

D. Property Management (If Needed)

1. Sherwood will take possession of all the acquired properties.
2. Sherwood will dispose of all improvements and excess land.

E. Condemnation

1. Sherwood will handle entire condemnation process.

EXHIBIT "B"
Billing Rates
For
Washington County's
Right-of-Way Staff

Budget year July 2004 through June 2005

<u>POSITION</u>	<u>PER HOUR RATE</u>
Right-of-Way Supervisor	\$75.68/hr.*
Right-of-Way Agent	\$65.27/hr.*
Survey Tech III	\$55.01/hr.*
Survey Tech II	\$50.02/hr.*
Administrative Specialist II	\$39.46/hr.*
Management Analyst I**	\$54.90/hr.*
Administrative Assistant**	\$46.21/hr.*
Sr. Accounting Assistant**	\$45.77/hr.*

*These hourly rates are subject to change July 1st of every calendar year.

**These are a position in our Financial Section of Capital Project Management Division that do the billings and the processing of IGA's and contracts for the Divisions Staff.