



## RESOLUTION 2007-061

### **A RESOLUTION AUTHORIZING THE APPROVAL OF AN IGA WITH WASHINGTON COUNTY TO OBTAIN MSTIP 3 FUNDS FOR THE SIDEWALK GRANTS PROJECT**

**WHEREAS**, the City has an earmark of \$55,526.00. These funds are Sherwood's portion of the Washington County MSTIP 3 Bike and Pedestrian Funds; currently held by Washington County; and

**WHEREAS**, an IGA with Washington County is necessary to finalize the agreement and authorize the reimbursement of expenses for this project; and

**WHEREAS**, the Sidewalk Grants project is listed in the FY 07-08 budget; and

**WHEREAS**, Staff is proceeding with the Sidewalks Grants project expecting to award and begin construction early this Fiscal Year.

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


**Section 1:** The City Manager is authorized to sign the IGA with Washington County, attached as Exhibit A, to obtain the funds for this project. Also attached is Exhibit B, letter to the County requesting funds.

**Section 2:** This Resolution is and shall be effective upon its approval and adoption by Council.

**Duly passed by the City Council this 17th day of July, 2007.**

  
Keith S. Mays, Mayor

ATTEST:

  
Sylvia Murphy, City Recorder

## EXHIBIT A

# MAJOR STREETS TRANSPORTATION IMPROVEMENT PROGRAM INTERGOVERNMENTAL AGREEMENT

## BETWEEN WASHINGTON COUNTY AND THE CITY OF SHERWOOD FOR VARIOUS BIKE & PED IMPROVEMENTS

THIS AGREEMENT is entered into 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, acting by and through its City Council, hereinafter referred to as "City".

### RECITALS

1. On May 16, 1995, County voters approved a Major Streets Transportation Improvement Program - Six Year Serial Levy for Roads (MSTIP 3), including a Bike and Pedestrian Program from which the City is eligible to receive funds; and
2. The City has three projects to construct (a) Old Town Ramp Repairs, (b) Ash & 2<sup>nd</sup> Street Sidewalk Infill and (c) Sunset Boulevard Sidewalk/Bike Path Infill, said improvements hereinafter called the "project", as described in the city's request to the Washington County Coordinating Committee (attached as Exhibit "A"); and
3. The estimated cost of the project is \$62,276, comprising \$6,750 in City funds, and the City would like to use its entire share of MSTIP3 Bike and Pedestrian program funds in the amount of \$55,526 for construction and
4. ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all activities and functions that a party to the agreement has the authority to perform.

NOW, THEREFORE, the parties hereto agree as follows:

### 1. COUNTY OBLIGATIONS

- 1.1 The County hereby designates the Capital Project Management Division (CPM) Manager, Department of Land Use and Transportation, or designee, as the County's representative to be responsible for coordination of the project with the

## **EXHIBIT A**

City.

- 1.2 The City shall submit an invoice or invoices to the County for reimbursement of project costs in a form mutually agreed to by the City and County.
- 1.3 The County shall reimburse the City up to \$55,526 from the MSTIP 3 Bike and Pedestrian program fund for the project. Reimbursement shall be for eligible costs directly related to the project, including project design, right-of-way acquisition, construction, construction management and administration costs, and shall include such work performed prior to the date of this agreement. City administrative costs shall be reimbursed in accordance with the City's adopted cost allocation plan.
- 1.4 The County shall make payment to the City within 30 days of receipt of an invoice. Billings received from the City must be approved by the CPM Manager, or designee, prior to presentation to the County Finance Division for payment.
- 1.5 The County's obligations shall not be a general obligation of the County, but shall be payable solely from available funds allocated to the MSTIP program.

### **2. CITY OBLIGATIONS**

- 2.1 The City shall, upon execution of this agreement, assign a liaison person to be responsible for coordination of the project with the County.
- 2.2 The City shall perform all tasks needed to implement the project, including but not limited to project design, right-of-way acquisition, construction, construction management and administration, and payment of project costs.
- 2.3 All work and records of work shall be in conformance with applicable State and local statutes and regulations. The work and records shall not conflict with any applicable ordinances or regulations.
- 2.4 The City shall not, prior to receiving written authorization from the CPM Manager to proceed, undertake work beyond the scope described in Exhibit "A" for the project or for any new projects where the intent is to use MSTIP 3 funds.

### **3. GENERAL PROVISIONS**

#### **3.1 LAWS 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 construed and enforced in accordance with the laws of the State of Oregon. All relevant provisions

## **EXHIBIT A**

required by ORS Chapter 279 to be included in public contracts are hereby incorporated and made a part of this agreement as if fully set forth herein.

### **3.2 DEFAULT**

Time is of the essence in the performance of this agreement. Either party shall be deemed to be in default if it fails to comply with any provision of this agreement. The complaining party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect. The County shall pay the City for costs incurred for satisfactorily completed and authorized work up to the time of default, if any.

### **3.3 INDEMNIFICATION**

This agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party and its officers, employees, and agents, 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 rising out of services performed, the omission of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees, and agents. To the extent applicable, the above 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 solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this agreement.

### **3.4. MODIFICATION OF AGREEMENT**

No waiver, consent, modification or change of terms of this agreement shall be binding unless in writing and signed by both parties.

### **3.5 DISPUTE RESOLUTION**

The parties shall attempt to informally resolve any dispute concerning any party's performance or decisions under this agreement, or regarding the terms, conditions or meaning of this agreement. A neutral third party may be used, if the parties agree, to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

### **3.6 SEVERABILITY**

If any one or more of the provisions contained in this agreement is invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the agreement will not be affected or impaired in any way.

**EXHIBIT A**

**3.7 INTEGRATION**

This agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

**4. TERM OF AGREEMENT**

4.1 The term of this agreement shall be from the date of execution until the completion of the project, but not to exceed three years.

4.2 This agreement may be amended or extended for periods of up to one year by consent of the parties. It may be canceled or terminated for any reason by either party. Termination or cancellation shall be effective 30 days after written notice to the other party, or at such time as the parties may otherwise agree. The parties shall, in good faith, agree to such reasonable provisions for winding up the project and paying for costs as are necessary.

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

**WASHINGTON COUNTY, OREGON**

**CITY OF SHERWOOD, OREGON**

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
CITY MANAGER

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
RECORDING SECRETARY

\_\_\_\_\_  
CITY RECORDER

Approved as to Form:

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

Date: \_\_\_\_\_

**Exhibit B – Request Letter to Washington County Coordinating Committee –  
Transportation Advisory Committee**

June 22, 2006

Washington County Department of Land Use and Transportation  
Washington County Coordinating Committee  
1400 SE Walnut Street  
Hillsboro, OR 97214

Re: WCCC-TAC Support for Use of MSTIP 3 Bike and Pedestrian Funds

**Request**

The City of Sherwood seeks permission to use MSTIP 3 bike/pedestrian program funds (approximately \$55,526) for the following projects: (1) sidewalk ramp repairs in Old Town, (2) 360 linear feet sidewalk infill on Ash and 2<sup>nd</sup> Street, and (3) 183 linear feet sidewalk/bike path infill on Sunset Boulevard.

The City's intent is to use the entire balance of \$55,526 solely for construction purposes. The City of Sherwood will fund construction costs in excess of this amount in addition to design, right-of-way, and construction management services.

**Project Backgrounds**

*Old Town Sidewalk Ramps*

There are currently two corner sidewalk ramps at the intersection of 2<sup>nd</sup> & Main Street that do not have ramps, do not meet ADA requirements, and do not provide continuous paths across the street. The first is located at the north corner and the second at the east corner of the intersection. The City estimates that the reconstruction of the sidewalk ramps will not exceed \$6,000.

*Ash & 2<sup>nd</sup> Street Sidewalk Infill*

The sidewalk infill at this location would connect two existing sidewalks with Sherwood Middle School. This segment is approximately 364 linear feet, separated by parking lot access off the corner of Ash and 2<sup>nd</sup> Street. MSTIP funds will be applied to construction costs of a 6' wide sidewalk, three sidewalk ramps, and a two foot landscape strip. The City estimates infill construction costs will not exceed \$30,000.

*Sunset Boulevard Sidewalk/Bike Path Infill*

The sidewalk/bike path infill at this location would connect newly constructed Snyder Park with an existing sidewalk system that includes Old Town, several schools, and residential neighborhoods. This infill project would connect existing sidewalks and bike

paths that front the main entrance to Snyder Park. It would serve as the primary pedestrian and bike connection to the park. This project is approximately 183 linear feet in length, requires half street improvements, and 2200 square feet of right-of way acquisition. The City of Sherwood estimates that total construction and right of way acquisition costs will not exceed \$80,000. It is the City's intent to use MSTIP funds solely for the construction portion of this infill project. The City will fund right-of-way services and construction costs in excess of remaining MSTIP funds.

Support is requested for the use of MSTIP 3 funds for these projects.

Sincerely,

Rob Dixon  
Community Development Director  
City of Sherwood