



*Home of the Tualatin River National Wildlife Refuge*

## RESOLUTION 2008-010

### A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR SIGNAL MAINTENANCE

**WHEREAS**, ORS 190.003 – 190.110 encourages intergovernmental cooperation and authorizes local government entities to delegate to each other authority to perform their respective functions as necessary; and

**WHEREAS**, ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform; and

**WHEREAS**, the City currently uses Washington County to perform signal maintenance.

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

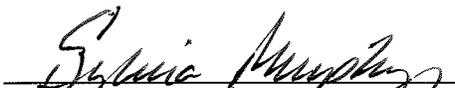
**Section 1.** The City Manager is authorized to sign the Intergovernmental Agreement with Washington County for Signal Maintenance (attachment A).

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

**Duly passed by the City Council this 4<sup>th</sup> day of March 2008.**

  
\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

  
\_\_\_\_\_  
Sylvia Murphy, City Recorder

## **SIGNAL MAINTENANCE AGREEMENT**

between  
**Washington County**  
and  
**City of Sherwood**

**THIS AGREEMENT** is made and entered into by and between THE CITY SHERWOOD, a municipal corporation of the State of Oregon, acting by and through its City Council, hereinafter referred to as "City", and WASHINGTON COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County".

### **WITNESSETH**

### **RECITALS**

- A. City does not have adequate personnel and equipment to perform maintenance of traffic signals operated by the City; and
- B. Private sources are not available to provide this service with acceptable emergency response times; and
- C. County is able and willing to perform signal maintenance for the City on the terms and conditions provided; and
- D. This agreement will allow the County to perform the necessary maintenance on the City's signals, flasher, and electronic traffic control devices included in Attachment A.
- E. This is an intergovernmental agreement authorized by ORS Chapter 190.

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

### **ARTICLE I - CITY OBLIGATIONS**

City hereby grants County the right to enter into and occupy City rights-of-way for the purpose of performing routine maintenance and emergency repairs of electronic traffic control devices described under this Agreement and as shown in Attachment A.

## ARTICLE II - COUNTY OBLIGATIONS

County shall perform all routine maintenance and emergency repair required for electronic traffic control devices at locations listed in Attachment A. Such maintenance or repairs includes, but is not limited to, as identified in State Guidelines, the maintenance or repair of vehicle detectors, emergency vehicle pre-emption devices, flashing lights, and illuminated traffic signal poles on City-owned traffic signal equipment, as further detailed below.

a) Routine maintenance expectations:

- Yearly cabinet inspections,
- Lamp replacements only as needed,
- Defective luminaires (streetlights) shall be repaired or replaced within five working days of notification. Responsibility for street light maintenance is limited to street lights incorporated as a part of a traffic signal installation listed in Attachment A.

b) Preventive maintenance on an annual basis.

- Other than cabinet checks, preventive maintenance will not exceed 4 person hours on a signal annually without prior approval,
- In-kind repairs.

c) Items not considered routine maintenance include:

- Annual re-lamping,
- Upgrades to existing equipment,
- Replacement of standard equipment except as noted under provisions of emergency repair,
- Timing adjustments,
- Traffic signal upgrades or changes to signal timing shall only be made after review and written approval by the City.

d) Emergency repair expectations:

Emergency repairs are considered in-kind repairs necessary to get the signal back in operation and/or to meet minimum safety requirements. Emergency repairs neither include upgrades to the signal nor do they authorize the hiring of an outside contractor unless authorized by the City in advance.

Types of repairs considered an emergency repair include, but are not limited to the following:

1. Any turn pocket with just "one signal head" having an outage: red, yellow or green.
2. Any red lamp outage.
3. Any intersection that is in a flashing mode.
4. If any of the equipment at the intersection has been involved in an accident, the equipment that was involved must be checked.
5. Street light poles that have been hit or knocked down must be secured until repairs can be performed.
6. It will be the responsibility of the technician on duty to evaluate conditions at the site and determine the action necessary, including temporary repairs or traffic control.
7. County shall provide daytime and after hours contact numbers for the signal maintenance contact person(s).
8. Costs above scheduled maintenance and emergency response must be pre-approved in writing by the City's designated representative prior to implementation.

### **ARTICLE III - BILLING**

1. County shall bill the City on a quarterly basis for all costs attributable to the maintenance of the City owned traffic signals. Each bill shall be itemized to show direct labor, equipment and materials, including an administrative overhead rate set by the 2 CFR 22 Department Cost Plan for Fiscal year that the work is done. Labor rates shall be based on the hourly wage rate of the employee performing the work plus benefits cost. Equipment rates shall be based on rates provided by Fleet Management and shall be an hourly or cost per mile rate. Material costs shall be direct cost including, if any, freight cost. All invoices shall be sent to:

City of Sherwood  
Public Works Department  
15527 SW Willamette Street  
Sherwood, OR 97140

2. The City shall make payment of the obligations as outlined in the billing within thirty (30) days of receipt of the bills.

#### **ARTICLE IV - ADDITIONAL FACILITIES**

1. The parties may add or delete locations and facilities to this maintenance Agreement by written amendment to this Agreement, or by following the provisions of paragraph 2 of this section. (Additional locations will be added to Attachment A)
2. City may request to add one or more additional electronic traffic control device locations to this Agreement by letter from its authorized representative to the County's representative. The letter shall state the additional locations requested and include a description of the existing signal specifications. Upon review and signature of the letter by the County's representative, the letter shall constitute an addendum to this agreement with respect to the additional locations. All terms and provisions of this agreement shall apply to the approved additional locations. The effective date of the addendum shall be the first day of the month following signature of the addendum by both parties, but not less than fourteen (14) days from the date of mutual signature.
3. City shall have the right to delete signal equipment locations from this agreement upon thirty (30) days written notice to County.

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

1. Execution

City shall enter into and execute this agreement during a duly authorized session of its City Council. County shall enter into and execute this agreement during a duly authorized session of its Board of County Commissioners.

2. Representatives

The City authorized representative for purposes of this Agreement shall be the City Public Works Director, or designee, and the City may change that representative at any time upon notice to County. The County's authorized representative for purposes of this Agreement shall be the County Engineer or his designee, and the County may change that representative at any time upon notice to City.

3. 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 governed by the laws of the State of Oregon.

4. Default

Either party shall be deemed to be in default if it fails to comply with any provision of this Agreement. 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.

5. Liability; Indemnification

- a. Each party shall defend, indemnify and hold harmless the other, including its 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 its negligent or wrongful acts or omissions under this Agreement. Each party's defense and indemnification obligations under this paragraph shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.265 through 30.300.
- b. It is acknowledged that many of the traffic signals subject to this Agreement are old, do not meet current standards, and City does not have funds to replace or upgrade them. County shall have no liability for any claim based upon the condition, failure, or malfunction of the traffic signals that are the subject of this agreement unless County's maintenance activity was the direct cause of such condition, failure or malfunction.

6. Modification of Agreement

No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

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.

8. 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. This Agreement shall take effect upon March 14, 2008 or final signature by both parties, whichever is later. This Agreement shall be for a term of one year, and shall automatically be renewed for successive terms of one year, unless one of the parties notifies the other of its intent not to renew any later than thirty days prior to the date of expiration.
2. This agreement may be canceled or renegotiated upon thirty (30) days written notice by City or County.
3. Upon thirty (30) days written request, the City or County, shall make available to the other party all pertinent records and transactions related to the maintenance of the signals as outlined in this Agreement.

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

**CITY OF SHERWOOD, OREGON**

**WASHINGTON COUNTY, OREGON**

\_\_\_\_\_  
Ross Schultz  
City Manager

\_\_\_\_\_  
Tom Brian  
Chair, Board of County  
Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Pam Berry/ Paul Elsner  
City Attorney

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

## **Attachment A Signal Maintenance Agreement**

Signalized intersections included in the signal maintenance agreement between Sherwood and Washington County are:

### City of Sherwood Signalized intersections and School Zones

1. Sherwood Blvd. and Langer Dr.
2. Sherwood Blvd. at Hopkins Elementary School

### Flashing Yellow

1. On Sunset near Woodhaven Dr.
2. On Sherwood Blvd. at Hopkins Elementary School
3. On Sherwood Blvd. at Middle School
4. Railroad and Pine St.
5. Railroad and Main St.