



RESOLUTION 2011-040

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY FOR THE 2011 SLURRY SEAL PROGRAM

WHEREAS, Council authorized the allocation of \$200,000 from the general fund to the Street Fund to perform slurry seal work; and

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

WHEREAS, Sherwood has an opportunity to partner with Washington County to provide the 2011 Slurry Seal program at a significant savings to the City.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to enter into an Intergovernmental Agreement, attached as Exhibit A, with Washington County for the 2011 Slurry Seal Program.

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

Duly passed by the City Council this 17th day of May 2011.


Keith S. Mays, Mayor

Attest:


Sylvia Murphy, CMC, City Recorder

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and the City of Sherwood, a municipal corporation of the State of Oregon.

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.

Now, therefore, the parties agree as follows:

- 1) The effective date is: March 1, 2011, or upon final signature, whichever is later.
The expiration date is: December 31, 2011; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
- 5) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 6) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 7) This Agreement may be terminated, with or without cause and at any time, by any party to this Agreement by providing 30 (30 if not otherwise marked) days written notice of intent to the other party(s).
- 8) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 9) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 10) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 11) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

- 12) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 13) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- 14) Any waiver of one or more provisions contained herein does not constitute a waiver of the entire Agreement or any other provisions contained within.
- 14) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Jurisdiction

Signature

Date

Printed Name

Title

Address: _____

WASHINGTON COUNTY:

Signature

Date

Printed Name

Title

Address:
1400 SW Walnut Street
Mail Stop # 51
Hillsboro, OR 97123

Attachment A

Washington County – City of Sherwood
Intergovernmental Agreement
2011 Slurry Seal

1. Washington County (“County”) plans to contract for approximately 210,000 square yards of slurry seal on a variety of county roads as part of County’s 2011 Slurry Seal program.
2. The City of Sherwood (“City”) would like to slurry seal approximately 80,000 square yards on the City road segments listed in Attachment A – 1.
3. The parties agree it is in their best interest to complete this work in a joint manner. Both County and City agree to pay for their portions of the work.
4. City agrees to:
 - a. Grant County, its contractors and subcontractors, permission to enter and use city rights of way for purposes of this agreement.
 - b. Assist the County in field locating the slurry seal limits for all road segments listed in Attachment A – 1.
 - c. Assist the County with field locating the striping pre-marks for Main St. and Sunset Blvd.
 - d. Provide the County with information and assistance under paragraphs 4.a and 4.b above in a timely manner to coordinate with the schedule of the County’s contracted work.
 - e. Provide tree and vegetation trimming on City’s road segments to ensure sufficient accessibility for the contractor’s equipment to perform the work. Tree and vegetation trimming shall occur at least 7 calendar days prior to the start of work.
 - f. Prepare and provide door hangers or other notifications to the property owners on City’s road segments. Notifications will be made no later than 48 hours prior to the commencement of work.
 - g. Pay the actual contracted costs to County to slurry seal the segments of road identified in Attachment A - 1 above as determined under paragraph 6 below (“Share”). City’s Share is estimated to be \$119,609.93. The actual contracted costs, which will be based on the contractor’s bid to County, may differ from the estimate. City shall also be responsible for any additional or unforeseen costs, including but not limited to towing expenses, associated with the City’s Share. City shall also pay an additional 10 percent of its Share for costs associated with County’s administrative and inspection activities (“Administrative Costs”). The Administrative Costs shall be a flat rate and will not be itemized.
 - h. Review and approve, within five (5) calendar days of receipt, the reimbursement request or provide written response with payment adjustment to County.
 - i. Reimburse County within forty five (45) days of receipt of each reimbursement request. The actual construction cost may differ from the construction estimate.
5. County agrees to:
 - a. Perform all aspects of the 2011 Slurry Seal Program, including the areas described in paragraph 2, to include contract and construction management, except as specifically allocated to City.
 - b. Specify that the contractor provide “No Parking” signs for the City’s road segments.

- c. Specify that the contractor place city-provided door hangers on each residence or building a minimum of 48 hours prior to commencement of work.
- d. Specify that work will not commence prior to July 1, 2011.
- e. Specify the following work hour restrictions:
 - i. Main Street and Sunset Blvd: No lane restrictions between 8:30 a.m. and 4:00 p.m. Monday through Friday.
 - ii. All other City road segments: No lane restrictions between 8:00 a.m. and 5:00 p.m. Monday through Friday
 - iii. Slurry seal application must be performed a minimum of two hours prior to opening to traffic.
- f. .
- g. Forward reimbursement requests within 30 days of completed work for City's Share directly to City. Multiple reimbursement requests may be necessary based on the timing and schedule of the work performed.

6. Cost Estimate and Actual Cost Calculation:

Contracted Work

<u>Item</u>	<u>Description</u>	<u>Quan</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization (Sherwood)	1	Lump Sum	\$10,000.00	\$10,000.00
2	Temp. Work Zone Traffic Control - complete (Sherwood)	1	Lump Sum	\$20,000.00	\$20,000.00
3	Slurry Seal, Type II	79,737	Sq. Yard	\$1.09	\$86,913.33
4	Mono-Directional White Type 1 Markers	22	Each	\$8.00	\$176.00
5	Bi-Directional Yellow Type 1 Markers	148	Each	\$8.00	\$1,184.00
6	Longitudinal Pavement Markings – Paint	6,683	Lineal Feet	\$0.20	\$1,336.60
Subtotal					\$119,609.93
Share Total Estimate					\$119,609.93

Administrative Costs

<u>Item</u>	<u>Description</u>	<u>Quan</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
7	Administrative Costs	1	Lump Sum	10% of Contracted Work	\$11,960.99
Subtotal					\$11,960.99
IGA Total Estimate					\$131,570.92



