



RESOLUTION 2021-030

AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR DESIGN WORK FOR ARROW STREET

WHEREAS, the City of Sherwood's 2014 Transportation System Plan (TSP) has identified the extension of Arrow Street between Olds Place and Langer Farms Parkway and Right of Way for Arrow Street has been obtained; and

WHEREAS, Washington County is working on a project to widen Tualatin-Sherwood Road and Roy Rogers Road from Chicken Creek to Teton Road and as part of that project will be making changes to existing intersection access at Tualatin-Sherwood and Olds Place which will restrict turning movements; and

WHEREAS, it is recognized that the prioritization of constructing Arrow Street will support existing businesses in the area as well as provide additional opportunities for transportation; and

WHEREAS, the County and City have determined that it would be most cost effective and efficient for the County to incorporate the design of Arrow Street into the County project; and

WHEREAS, upon completion of the design of Arrow St. and obtaining of cost estimates, additional discussion will be required to determine whether the construction of Arrow St. will be incorporated into the County construction project.

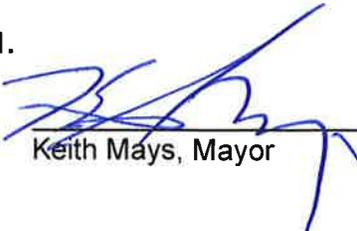
NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Council authorizes the City Manager to enter into an Intergovernmental Agreement (IGA) with Washington County in a form substantially similar to the attached Exhibit 1.

Section 2. The City Council further authorizes the City Manager to make payments to the County consistent with the agreed upon amounts outlined in the IGA.

Section 3. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 1st of June, 2021.



Keith Mays, Mayor

Attest:



Sylvia Murphy, MMC, City Recorder

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

**FOR TRANSPORTATION IMPROVEMENTS ON SW ARROW STREET
AND UTILITY WORK IN TUALATIN-SHERWOOD ROAD**

THIS INTERGOVERNMENTAL 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. WHEREAS, ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and
2. WHEREAS, COUNTY has an approved and funded transportation improvement project on SW Tualatin-Sherwood Rd between Langer Farms Pkwy and Teton Ave; and
3. WHEREAS, the CITY wishes to potentially extend SW Arrow St from the existing western terminus near Olds Pl to Langer Farms Pkwy in conjunction with the COUNTY's SW Tualatin-Sherwood Rd transportation improvements, and agrees to pay for such requested work; and
4. WHEREAS, the CITY and COUNTY have agreed to cooperate in the design of the CITY's SW Arrow St extension and desire to combine the CITY'S SW Arrow St extension design into a single project with the COUNTY's SW Tualatin-Sherwood Rd transportation improvements to reduce costs and ensure coordination; and
5. WHEREAS, the CITY and COUNTY may choose to enter into an additional agreement for, or amend this agreement to include, bidding and construction of the Arrow Street extension; and
6. WHEREAS, under such authority, it is the mutual desire of the COUNTY and CITY to enter into this Intergovernmental Agreement to cooperate in identification and acquisition of necessary easements, design and preparation of bid documents for the construction of the CITY'S SW Arrow St, and to allocate responsibilities as detailed below.

AGREEMENT

NOW THEREFORE, the premise being in general as stated in the foregoing recitals, and in consideration of the terms, conditions and covenants as set forth below, the parties hereto agree as follows:

1. PROJECT DESCRIPTION

- 1.1 The COUNTY SW Tualatin-Sherwood Rd project will include: design and construction of road widening, curbs, sidewalks, bike lanes, street lighting, drainage, landscaping, traffic control, water quality improvements, rail crossing upgrades and all necessary permitting on SW Tualatin-Sherwood Rd between SW Langer Farms Pkwy and SW Teton Ave, hereinafter referred to as “TSR PROJECT”.
- 1.2 The CITY SW Arrow St road extension project will include: design and preparation of bid ready documents for the construction of new road, curbs, sidewalks, bike lanes, street lighting, drainage, landscaping, traffic control, water quality/hydro-modification improvements, and all necessary permitting on SW Arrow St, hereinafter referred to as “ARROW ST PROJECT”.
- 1.3 The ARROW ST PROJECT and TSR PROJECT, will collectively be referred to as PROJECTS.

2. COUNTY OBLIGATIONS

- 2.1 COUNTY shall, upon execution of this Agreement, assign a Project Manager to be responsible for coordination of all work contained in this Agreement with CITY.
- 2.2 COUNTY shall perform, or cause to be performed, all actions necessary for the design and construction of the TSR PROJECT, including project management, design and construction engineering, property acquisition, utility relocation as necessary, regulatory and land use permits and approvals, public information related to the roadway design and construction, contract administration, inspection and construction management. COUNTY shall coordinate the design of, advertise for, award and administer the construction contract for the TSR PROJECT.
- 2.3 Subject to CITY obligations set forth in Article 3, COUNTY shall perform, or cause to be performed, all actions necessary for the design of the ARROW ST PROJECT as part of the TSR PROJECT as described in Term 2.2. COUNTY shall provide CITY a reasonable amount of time, but in any event no less than two (2) business days, to review and either approve or disapprove of: any change orders, settlements, or similar actions or agreements that would materially affect the cost or project timeline for the ARROW ST PROJECT. If CITY disapproves of any of the above, CITY shall provide its reasoning to COUNTY in writing and the parties shall attempt to resolve the matter in accordance with the dispute resolution provisions in Term 5.5.
- 2.5 COUNTY shall perform all actions regarding compensation as set forth in Article 4 – Compensation.

2.6 COUNTY, in consultation with the CITY, shall determine approximate easements needed for the ARROW ST PROJECT.

3. CITY OBLIGATIONS

- 3.1 CITY shall, upon execution of this Agreement, assign a Project Manager to be responsible for coordination of all work contained in this Agreement with the COUNTY.
- 3.2 CITY shall provide timely comments to COUNTY on construction documents and CITY permit applications including construction plan sheets, specifications, erosion control permit, and bid schedule.
- 3.3 CITY shall, prior to COUNTY solicitation of a construction contract for the TSR PROJECT, determine whether to amend this agreement to include construction of the ARROW ST PROJECT.
- 3.4 CITY shall coordinate with COUNTY on any disagreements, disputes, delays or claims related to or as a result of the design of the ARROW ST PROJECT, and financially participate to the extent agreed upon by the parties.
- 3.5 CITY shall perform all actions regarding compensation as set forth in Article 4- Compensation.

4. COMPENSATION

- 4.1 COUNTY shall be responsible for all costs to design and construct the TSR PROJECT as described in Term 2.2.
- 4.2 CITY shall be responsible for all costs to design the ARROW ST PROJECT as described below.

The costs to design the ARROW ST PROJECT are estimated to total \$291,500. Specific costs are summarized as follows:

i. Consultant Engineering Design Costs	\$265,000
ii. Design Administration and Management (10% of i)	\$26,500

PHASE 1: DESIGN TOTAL \$291,500

Notwithstanding the above estimates, CITY's financial obligation under item i shall be the actual consultant engineering design cost incurred by COUNTY for the design of the ARROW ST PROJECT.

Item ii shall be calculated and paid to COUNTY as a lump sum after COUNTY makes final payment to the consultant designer for the ARROW ST PROJECT.

4.2.1 Phase 2: Right-of-Way and Construction

The CITY and COUNTY may amend this agreement to add costs for right-of-way acquisition and construction of the ARROW ST PROJECT.

4.2.3 CITY and COUNTY understand that the design costs outlined above are estimates and are used to determine project budgets and estimated payments amounts used within this Agreement. Final costs will be based on the actual contract amount realized.

4.2.4 Within thirty (30) calendar days of execution of this agreement, CITY shall deposit with the COUNTY the sum of \$100,000. COUNTY shall send CITY quarterly statements during project design indicating the itemized amount incurred and the amount due. Quarterly statements will not be sent to the CITY if no ARROW ST PROJECT work is performed. Upon depletion of the \$100,000 deposited under this section, the quarterly statement shall include the itemized amount due from CITY for the CITY work. CITY shall pay COUNTY the amount due within thirty (30) calendar days of its receipt of this billing. Any excess funds deposited with COUNTY by CITY will be refunded to CITY within thirty (30) calendar days after completion of the ARROW ST PROJECT or termination of this Agreement, whichever comes first.

5. GENERAL PROVISIONS

5.1 LAWS OF OREGON

The parties shall comply with all applicable laws and regulations, including but not limited to those 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 applicable provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

5.2 DEFAULT

Time is of essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) calendar days within which to cure the defect.

5.3 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 arising out of services performed, the omissions 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.

5.4 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.

5.5 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.

5.6 REMEDIES

Subject to the provisions in paragraph 5.5, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

5.7 EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused.

5.8 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.

5.9 INTEGRATION

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

6. TERMS OF AGREEMENT

6.1 The term of this Agreement shall be from the date of execution until the completion of the ARROW ST PROJECT, but not to exceed five (5) years.

6.2 This Agreement may be amended or extended for periods of up to one (1) year by mutual consent of the parties. It may be canceled or terminated for any reason by either party effective thirty (30) calendar 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 TSR PROJECT and ARROW ST PROJECT and paying for any additional costs as necessary.

[SIGNATURES ON FOLLOWING PAGE]

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

WASHINGTON COUNTY, OREGON

CHAIR, BOARD OF COUNTY COMMISSIONERS

DATE: _____

RECORDING SECRETARY

CITY OF SHERWOOD, OREGON

CITY MAYOR

DATE: _____

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY