



Home of the Tualatin River National Wildlife Refuge

RESOLUTION 2021-067

AUTHORIZING THE CITY MANAGER PRO-TEM TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH OREGON DEPARTMENT OF TRANSPORTATION FOR TRAFFIC PATROL AND LAW ENFORCEMENT FOR WORK ZONES

WHEREAS, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, the State is authorized by ORS 366.400 to enter into all contracts deemed necessary for the construction, maintenance, operation, improvement or betterment of highways; and

WHEREAS, the use of traffic patrol and law enforcement in work zones has been proven to increase public safety as it encourages driver compliance with the laws that keep both motorists and workers safe in the work zones; and

WHEREAS, this agreement will provide law enforcement at individual ODOT construction projects in the City of Sherwood and was requested by ODOT; and

WHEREAS, the Sherwood City Attorney did review the attached IGA and approves of form; and

WHEREAS, the Sherwood City Council recognizes the value in partnering with ODOT to provide traffic patrol and law enforcement at work zones in the City of Sherwood.

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

Section 1. The City Council authorizes the City Manager Pro-Tem to sign an IGA with the Oregon Department of Transportation, in a form substantially similar to the attached Exhibit 1, and to sign renewals of said IGA on substantially the same terms.

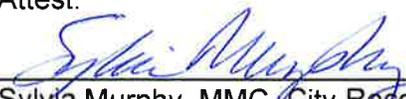
Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 3rd day of August, 2021.



Keith Mays, Mayor

Attest:



Sylvia Murphy, MMC, City Recorder

Resolution 2021-067

August 3, 2021

Page 1 of 1, with Exhibit 1 (19 pgs)

MASTER AGREEMENT FOR SERVICES
Intergovernmental Agreement
Traffic Patrol and Law Enforcement for Work Zones

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the City of Sherwood, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The State is authorized by ORS 366.400 to enter into all contracts deemed necessary for the construction, maintenance, operation, improvement or betterment of highways.
3. The use of traffic patrol and law enforcement in work zones has been proven to increase public safety as it encourages driver compliance with the laws that keep both motorists and workers safe in the work zone. The purpose of this agreement is to provide law enforcement at individual ODOT construction projects. The construction projects will have budgets that support Work Orders to law enforcement agencies to provide officers in ODOT work zones.

The Parties therefore agree as follows:

TERMS OF AGREEMENT

1. **Project.**

Under such authority, State wishes to retain the services of Agency to perform Traffic Patrol and Law Enforcement for Work Zones, as described in Exhibit A, hereinafter referred to as "Project."

2. **Funding.**

Payment by ODOT for the Project shall not exceed a total amount of \$ 150,000.00 in state and federal funds, for all work orders combined.

3. **Exhibits Attached and Incorporated.**

This Agreement includes the following exhibits, each of which is attached and incorporated into this Agreement by reference:

- Exhibit TCD –Terms, Conditions and Definitions
- Exhibit A – Statement of Work and Delivery Schedule
- Exhibit B – Compensation & Payment Provisions
- Exhibit C –Contact Information
- Exhibit D – Americans with Disabilities Act (ADA) Compliance
- Exhibit E – Work Order Authorization (WOA)

4. **Federal Funds.**

- a. ODOT considers Agency to be a vendor under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction, although any federal funds received under this Agreement should not be reported as pass-throughs of federal funds to subrecipients in any audit report.
- b. Agency, as a recipient of federal funds, pursuant to this Agreement with ODOT, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires ODOT to return funds to the Federal Highway Administration, reimburse ODOT for an amount equal to the funds received under this Agreement; or if legal limitations apply to the ability of Agency to reimburse ODOT, the reimbursement amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

5. **Work Order Authorizations**

Agency services must be requested in the form of a written WOA from ODOT, attached as Exhibit E and by this reference made a part hereof. Each WOA that is issued pursuant to this Agreement becomes a part of this Agreement. Both Parties shall execute a WOA before work begins. The WOA must contain estimated beginning and ending dates for the specific work.

6. **Order of Precedence.**

Unless a different order is required by law, this Agreement shall be interpreted in the following order of precedence:

- 1) This Agreement (including all amendments, if any) less all Exhibits, attachments and other documents and information incorporated into this Agreement,
- 2) Exhibit TCD,
- 3) Exhibit A, the Statement of Work,
- 4) All other Exhibits,

- 5) Any other attachments,
- 6) Any documents/information incorporated into this Agreement by reference.

This provision survives termination of the Agreement.

7. **Term of Agreement; Effective Date.** The term of this Agreement begins on the date all required signatures are obtained and terminates on August 31, 2026, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
8. **Termination.** This Agreement may be terminated by mutual written consent of all Parties.
 - a. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide the services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to fund its obligations for performance of this Agreement.
 - iv. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such services from the planned funding source.
 - b. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
 - c. Upon receiving a notice of termination of this Agreement, Agency shall immediately cease all activities under this Agreement, unless State expressly directs otherwise in such notice.
9. **Certification.** Each Party certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on its behalf, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.
10. **No Substitutions or Assignments.** Agency shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement. This Agreement is binding

upon and inures to the benefit of each of the Parties, and, except as otherwise provided, their permitted legal successors.

11. **No Third Party Beneficiaries.** Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision survives termination of the Agreement.
12. **Waiver; Amendment.** No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. This provision survives termination of the Agreement.
13. **Notice.** Except as otherwise expressly provided in this Agreement, all notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Project Manager at the physical address or email address set forth in Exhibit C, or to such other addresses as either Party may indicate pursuant to this paragraph. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective when the sender receives confirmation of receipt from the recipient (not an auto-reply). Except as set forth above in this paragraph, the Parties may agree to provide operational notices such as delivery, acceptance or rejection of services or deliverables by email as may be mutually agreed in Exhibit A.
14. **Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This provision survives termination of the Agreement.
15. **Counterparts.** This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
16. **Integration.** This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this **Agreement.**

17. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and any amendments or WOAs, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

18. ODOT anticipates the Services identified in individual Work Order Authorizations to be in the 2021-2024 Statewide Transportation Improvement Program (STIP), that was adopted by the Oregon Transportation Commission in July 15, 2020 (or subsequently by amendment to the STIP). The STIP Key number(s) will be project specific and determined with each Work Order Authorization.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF SHERWOOD

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

By _____

Agency Counsel

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____

Troy Costales, Safety Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Safety Section Manager or Designee

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Jennifer O'Brien

Assistant Attorney General (If Over \$150,000)

Date via email dated, June 14, 2021

EXHIBIT TCD – TERMS, CONDITIONS AND DEFINITIONS

THIRD PARTY CLAIMS: The following paragraphs 1 through 4 shall survive termination of the Agreement.

1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
3. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

4. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

RECORDS

The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party. This provision survives termination of the Agreement.

INDEPENDENT CONTRACTOR; EMPLOYMENT COSTS

1. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
2. State reserves the right (i) to determine and modify the delivery schedule for the services and (ii) to evaluate the quality of the services; however, State may not and will not control the means or manner of Agency's performance. Agency is responsible for determining the appropriate means and manner of performing the services.
3. Agency understands and agrees that it is not an "officer," "employee," or "agent" of the State of Oregon, as those terms are used in ORS 30.265 or otherwise.

WORKERS COMP

All employers, including the Agency and Agency's contractors, if any, that employ subject workers, as defined in ORS 656.027, who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and shall provide the required Workers' Compensation Insurance coverage, unless such employers are exempt under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. Agency shall ensure that each of its contractors complies with these requirements.

SUBCONTRACTS

Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement.

GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between the State and Agency that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be

brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

COMPLIANCE WITH LAW

Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

NON-APPROPRIATION

The State of Oregon's payment obligations under this Agreement are conditioned upon ODOT's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Agency is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODOT. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. This provision survives termination of the Agreement.

REMEDIES

1. Agency default.
 - a. In the event Agency is in default under this Agreement, ODOT may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement, (ii) reducing or withholding payment for work or deliverables that Agency has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, including for interest within the limits of ORS 293.462, and (iv) exercise of its right of recovery of overpayments under this Agreement or setoff, or both.

- b. These remedies are cumulative to the extent the remedies are not inconsistent, and ODOT may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
2. ODOT default.
 - a. In the event ODOT is in default under this Agreement or in the event ODOT terminates this Agreement, Agency's sole remedy will be a claim for unpaid invoices for work completed according to the requirements and acceptance criteria of this Agreement and for authorized expenses incurred and interest within the limits of ORS 293.462, less any claims ODOT has against Agency,
 - b. In no event will ODOT be liable to Agency for any expenses related to termination of this Agreement, including attorney fees. If previous amounts paid to Agency exceed the amount due to Agency, Agency shall promptly pay any excess to ODOT.
3. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
4. This provision survives termination of the Agreement.

EXHIBIT A
STATEMENT OF WORK (SOW) AND DELIVERABLE SCHEDULE
PROJECT: Traffic Patrol and Law Enforcement for Work Zones

ACRONYMS AND DEFINITIONS

Active In Zone	Providing enforcement by contact in the work zone area for the purposes of work zone safety.
Active Out of Zone	While performing the Services an Agency officer is called away from the work zone or dispatched by Agency for duties apart from the Services.
business days	calendar days, excluding Saturdays, Sundays and all State recognized holidays
calendar days	Any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day.
Commute	The time required by an Agency officer to travel to the work zone to perform the Services.
DAS	Oregon Department of Administrative Services
days	calendar days
FHWA	Federal Highway Administration
MP	Mile Point
Non-Active	Agency officer is present in the work zone area or assisting ODOT in traffic control operations, but is not engaged in Active In Zone or Active Out of Zone enforcement and does not engage enforcement by contact.
OAR	Oregon Administrative Rule
ODOT	Oregon Department of Transportation
ORS	Oregon Revised Statute
PDF	Portable Document Format
Scope of Work	The general character and range of Services and supplies needed, the work's purpose and objectives, and an overview of the performance outcomes expected by Agency.
Services	The services to be performed under this Agreement.
SFMS	State Financial Management System
SOW	Statement of Work; the specific provisions in the final Agreement which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, Services, deliverables, schedule for delivery and other obligations.
STIP	Statewide Transportation Improvement Program

Work Order Authorization (WOA)	Instrument issued by ODOT substantially in the form of Exhibit E to request uniformed Agency officers, vehicles and associated equipment to provide law enforcement and assist ODOT in traffic control operations in ODOT work zone(s).
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PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency shall provide all Services included in this SOW on an as-needed basis as further defined in executed Work Order Authorizations. “Services” are defined in Agency Obligations, Paragraph 1 of this SOW. Agency shall provide all labor, equipment and materials to manage, coordinate, and complete the Services.

1. The use of Agency traffic patrol and law enforcement in ODOT work zones has been proven to increase public safety by encouraging driver compliance, improving worker safety and the traffic movement. Agency shall provide traffic patrol and law enforcement in work zones where project work may disrupt the flow of traffic and increase the risk of hazards to roadway workers. The need for Agency assistance in a work zone is considered, determined and implemented by ODOT.
2. Agency law enforcement is not a replacement for effective work zone strategies and traffic control devices. However it can be an effective enhancement that provides enforcement emphasis or other specific assistance duties when other measures are not practical or effective. Active enforcement of traffic laws in operating work zones is an effective strategy for achieving driver attention and compliance.
3. A WOA substantially in the form of Exhibit E, issued by ODOT, to request uniformed Agency officers, vehicles and associated equipment to provide law enforcement and assist ODOT in traffic control operations in ODOT work zone(s), is needed to request Agency enforcement Services. ODOT will determine how often to utilize Agency Services to provide adequate driver compliance, and may use Agency Services in multiple work zones.
4. While performing the Services, Agency’s vehicle should be located just before or just beyond the project work area since it can be difficult and potentially hazardous to pull over vehicles within the work area limits. Agency shall coordinate with onsite ODOT personnel as part of this strategy.
5. Federal funds and state funds are used for reimbursement of work zone law enforcement activities. Task 1 will be selected by ODOT in the WOA if federal funds are available, and Task 2 will be selected if only state funds are available. In order to ensure the correct funds are allocated, Agency shall track and report on the hours applied to each type of enforcement while performing the Services. . apart from the work zone activities (“Active Out of Zone”). An Active Out of Zone occurrence is possible, and Agency shall track this time while performing the Services . If Agency

activities are not directly related to the Services, the costs incurred shall be covered by Agency.

STATE RESPONSIBILITIES

1. ODOT will issue a WOA to Agency under the terms of this Agreement, substantially in the form of Exhibit E of this Agreement.
2. The ODOT contact information for each WOA will be provided in each individual issued WOA. At the beginning of each WOA the ODOT contact will meet with Agency to determine communication methods, and to discuss Agency tasks and schedule for the work operation.

AGENCY RESPONSIBILITIES

1. Consistent with all requirements of this SOW, Agency shall provide law enforcement and assist ODOT in traffic control operations including completing all tasks and deliverables ("Services"), when requested by ODOT through an executed WOA. Services may include, but are not limited to, the following:
 - a. work zone traffic enforcement;
 - b. rolling slowdowns;
 - c. flagging;
 - d. controlling pedestrians, spectators and participants;
 - e. controlling signalized intersections;
 - f. controlling traffic in restricted lane situations; and
 - g. providing support during ramp, lane or road closures.
2. Agency shall furnish uniformed Agency officers, vehicles and associated equipment to provide the Services.
3. Agency shall perform Services in a manner consistent with Agency policy and regulations, applicable state and local laws, and the Constitutions of the State of Oregon and the United States. Agency officers shall at all times remain under the sole direction, management and control of Agency.
4. Agency shall coordinate with ODOT to determine the safest locations for placement of law enforcement, while also maintaining a visual presence to the public, within the specified work zone.

TASKS, DELIVERABLES and SCHEDULE

Agency shall complete all tasks and provide all deliverables included in this SOW and individual WOAs. Agency shall provide all labor, equipment and materials to manage,

coordinate, and complete the Services in accordance with the performance and delivery schedules identified in this SOW and individual WOAs. Agency shall provide a report with the total hours of Services provided and a breakdown of hours by enforcement type (Non-Active, Active In Zone, or Commute), with each invoice as stated in Exhibit B.

Task 1: Traffic Patrol and Law Enforcement

Agency shall provide uniformed Agency officer(s), vehicle(s) and associated equipment to provide law enforcement and assist ODOT in traffic control operations as specified in individual WOAs issued by ODOT. Agency Services must be provided during the hours as stated in the individual WOAs. Under this task, ODOT will not reimburse Agency for Active Out of Zone enforcement.

Deliverable 1.1: traffic patrol and law enforcement
Schedule: Hourly Work during date(s) and time(s) specified in individual WOAs

Task 2: Officer Presence

Agency shall provide uniformed Agency officer(s), vehicle(s) and associated equipment to provide law enforcement presence and assist ODOT in traffic control operations as specified in individual WOAs issued by ODOT. The Work must be provided during the hours as stated in individual WOAs. Under this task, ODOT will not reimburse Agency for Active In Zone or Active Out of Zone enforcement.

Deliverable 2.1: law enforcement presence
Schedule: Hourly Work during date(s) and time(s) specified in individual WOAs

Eligible Reimbursement by Enforcement Type:

	Non-Active	Commute	Active In Zone	Active Out of Zone
Task 1 (federal funds)	Yes	Yes	Yes	No
Task 2 (state funds only)	Yes	Yes	No	No

EXHIBIT B - COMPENSATION AND PAYMENT PROVISIONS

AGENCY OBLIGATIONS

1. Agency shall present invoices for 100 percent of Eligible Costs incurred by Agency on behalf of the individual WOAs directly to ODOT's Regional Transportation Safety Coordinator ("Region TSC") for review and approval. The Region TSC contact information and billing address will be included in the WOA. Under no conditions shall State's obligations exceed the maximum amount identified in Terms of Agreement Paragraph 2.
2. ODOT pays invoices from more than one fund. Federal funds and state funds are used and must be applied to the appropriate type of enforcement in order to maintain compliance with federal and state law. In order to ensure the correct funds are allocated, Agency shall track and report on the hours applied to each type of enforcement (Non-Active, Active In Zone, or Commute) while performing the Services.
3. Such invoices shall be in a form identifying the Project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one month duration, based on actual expenses incurred. Agency may submit monthly invoices for a WOA with a duration of more than 30 days. Agency shall submit a final invoice for each WOA within 60 days of completing the Services under the WOA. If Agency fails to present a final invoice within 60 days of completing the Services under the WOA, Agency hereby waives any rights to present such invoice thereafter and receive payment therefor.
4. At a minimum, invoices must include:
 - a. Agreement number;
 - b. WOA number;
 - c. construction project name (if applicable);
 - d. construction project number (if applicable);
 - e. invoice number, vendor/customer number, date of invoice, and billing period;
 - f. amount due;
 - g. description, unit quantity, unit price, subtotal for each reimbursable Service;
 - h. description of each reimbursable Service including Non-Active, Active In Zone, or Commute hours to identify the type of enforcement;
 - i. remit payment information with Agency address and contact phone number;
 - j. indirect expense rate and amount (if applicable);
 - k. other expenses charged (if applicable);
 - l. Usage number for State Financial Management System ("SFMS") Agencies;
 - m. a separate report with salary and other personnel expense calculations for current rates ("Sworn Rate Template"); and
 - n. a separate report with tracked hours including the following categories for enforcement type:
 - i. Active In Zone;
 - ii. Non-Active;

- iii. Active Out of Zone (if any hours to report); and
 - iv. Commute hours.
5. Eligible Costs are reasonable and necessary actual costs incurred by the Agency in performance of the Services. Administrative support and operations costs for Agency are considered part of the Eligible Costs.
 6. Travel expenses (such as lodging, meals, per diem rates, etc.) will not be reimbursed. Commute hours of Agency officers are reimbursable if mutually agreed estimated Commute hours are stated in the Description of Work section of the WOA. Agency shall not invoice more than the estimated Commute hours stated in the WOA.
 7. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current biennial budget.

STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State agrees to reimburse Agency for Eligible Costs, including the Agency's current officer hourly rates at the time the Services are performed, within 45 days of receipt and approval by State of monthly Project invoices, up to the maximum amount identified in Terms of Agreement Paragraph 2.
2. The maximum amount identified in Terms of Agreement Paragraph 2 shall include reimbursement for all Eligible Costs.

EXHIBIT C – CONTACT INFORMATION

1. The Parties Contact Information is as follows:

a. State's Contact:

ODOT's Project Manager for this Agreement is:

Name:	Bill Warner
Address:	ODOT-DMV Transportation Safety Office MS-3 4040 Fairview Industrial Dr SE Salem, Or 97301-1142
Phone:	(503) 986-4195
E-mail:	William.A.WARNER@odot.state.or.us

b. Agency Contacts:

Agency's Project Manager for this Agreement is:

Name:	Jon Carlson, Captain
Address:	22560 SW Pine Street, Sherwood, Or 97140
Phone:	503-625-5523
E-mail:	carlsonj@sherwoodoregon.gov

Agency's Invoice Contact and remit address for payments is (if different than above):

Name:	David Bodway, Finance Director
Address:	22560 SW Pine Street, Sherwood, Or 97140
Phone:	503-625-4212
E-mail:	bodwayd@sherwoodoregon.gov

2. Either Party may change the Project Manager designation during the term of this Agreement by promptly sending written notice (e-mail acceptable) to the other Party, with a copy to InterGovernmental.Agreements@odot.state.or.us.

EXHIBIT D - Americans with Disabilities Act (ADA) Compliance

1. Agency shall ensure that the Services and all component activities comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended (together, "ADA").

2. The Parties shall coordinate to ensure that temporary pedestrian routes remain available through or around any Project work zone. If Agency Services conflict with temporary pedestrian routes, Agency shall provide ODOT with adequate information to allow ODOT to: (a) establish a temporary pedestrian route for any work zone resulting from Agency Services, and (b) provide advance notice of any such temporary pedestrian route to the public, people with disabilities, and disability organizations.

EXHIBIT E – WORK ORDER AUTHORIZATION (WOA)

Agreement No. 35218, WOA No. _____

Under the terms of Agreement No. 35218 between the Oregon Department of Transportation (State or ODOT) and City of Sherwood (Agency) dated _____, which is hereby incorporated by reference, the following Project work is authorized:

Project Name:	Work Order Start Date:							
Key (Project) Number:	Work Order End Date:							
Location of Work:	From MP:	To MP:	ODOT Region:	1	2	3	4	5
			<input type="checkbox"/>					

ODOT Contact Information:

ODOT Regional Transportation Safety Coordinator (“Region TSC”) contact information (Send Invoice to):

ODOT Work Order contact information (if different than Region TSC):

ODOT onsite work zone contact information (if different than Region TSC):

Agency Contact Information:

Agency Coordinator contact information:

Agency Work Order contact information (if different than Agency Regional Coordinator):

Agency onsite work zone contact information (if different than Agency Regional Coordinator):

Expenditure Account No.:	STIP Years:	Effective Date:
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Effective Date: No Work shall occur until signed by all Parties.	ODOT Totals:
A. Amount authorized for this WOA (or “Anticipated Item”)	\$
B. Amount authorized on prior WOAs	\$
C. Total Amount authorized for all WOAs (A+B=C)	\$
D. Master Agreement Not-to-Exceed amount	\$
E. Amount remaining on Agreement (D-C=E)	\$

SERVICES:

- Task 1 Traffic Patrol and Law Enforcement (federal funds)**
- Task 2 Officer Presence (state funds only)**

DESCRIPTION OF WORK (special terms and conditions):

[Include the following under this section as applicable: assumptions & expectations; task breakdown showing the days, times and hours of the Services; estimated hours per day required; estimated number of days required; mutually agreed estimated Commute hours; location(s) of Work.]

This WOA and the terms and conditions of the Agreement between ODOT and Agency and any special terms and conditions included with this WOA constitute the entire agreement between the parties about the Deliverables. This WOA indicates an estimate of Services and quantities required.

This WOA may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this WOA so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY ODOT: I acknowledge and certify that the work in this WOA is within the scope of work of the original Agreement.

Use the following if STIP Project

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

Name/Title

Date

ACCEPTANCE OF TERMS BY AGENCY:

Name/Title

Date

APPROVED AS TO LEGAL SUFFICIENCY:
If Work Order exceeds \$150,000 signature required

Asst. Attorney General

Date

- cc: Agency
- ODOT Region TSC
- ODOT Work Order contact
- ODOT onsite work zone contact
- Contacts listed in Exhibit C of the Agreement
- ODOT Procurement Office, Agreements