



RESOLUTION 2025-009

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CLEAN WATER SERVICES FOR THE DESIGN PHASE OF THE ROCK CREEK SANITARY SEWER UPGRADE PHASE B PROJECT

WHEREAS, the City of Sherwood previously entered into separate IGA's with Clean Water Services (CWS) for the design, property acquisition, and construction to upsize the segment of trunkline between SW Tualatin Sherwood Road and SW Pacific Highway via the Phase A project that was completed in 2022; and

WHEREAS, the Phase B project will complete the trunkline upsizing project east of SW Tualatin Sherwood Rd to SW Oregon Street to serve the full build out of the Ice Age Drive annexation area through a similar project managed by the City; and

WHEREAS, the Rock Creek Sanitary Sewer Upgrade Phase B project is listed in the City's Sanitary Sewer Master Plan (SSMP), which included capacity and conditions issues and recommended upsizing from the existing 18-inch diameter to a 24-inch diameter trunkline; and

WHEREAS, the SSMP classified the Rock Creek Sanitary Sewer Upgrade Phase B project as a near term project (within 5-years); and

WHEREAS, the Rock Creek Sanitary Phase B project area overlaps with the Tannery Site cleanup project area and schedule; and

WHEREAS, the existing service agreement IGA between the City and CWS specifically allows the use of CWS Regional Funds for the design, reconstruction and upsizing of the Rock Creek Sanitary Sewer Upgrade Phase B project; and

WHEREAS, this IGA covers the Design Phase only and identifies that the proposed Rock Creek Sanitary Sewer Upgrade Phase B project is eligible at 100% District funding from CWS; and

WHEREAS, the proposed IGA with CWS (see attached Exhibit A) provides the financial support to complete the needed modeling and design work; and

WHEREAS, the project is a benefit to the City.

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

Section 1. The City Manager is hereby authorized to execute an intergovernmental agreement with Clean Water Services in a form substantially similar to the attached Exhibit A and to take such other action as may be necessary to finalize and approve said agreement.

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

Duly passed by the City Council this 21st of January 2025.



Tim Rosener, Mayor

Attest:



Sylvia Murphy, MMC, City Recorder

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF SHERWOOD AND CLEAN WATER SERVICES TO PROVIDE PROJECT EVALUATION AND PRELIMINARY DESIGN FOR THE ROCK CREEK SANITARY TRUNKLINE UPGRADE PHASE B (CITY CIP# 409-SS, CWS PROJECT 7171)

This Agreement, dated _____, is between Clean Water Services (District) a county service district organized under ORS Chapter 451 and the City of Sherwood (City) an Oregon Municipality.

A. RECITALS

1. ORS 190.003 - 190.110 encourages intergovernmental cooperation and authorizes local governments to delegate to each other authority to perform their respective functions as necessary.
2. District established a collaborative Districtwide Capital Improvement Program using a joint committee of District and member cities: Beaverton; Cornelius; Forest Grove; Hillsboro; Tigard; Tualatin; and Sherwood representatives, known as the Capital Improvement Program Prioritization Committee. City is represented on the Capital Improvement Program Prioritization Committee.
3. City intends to undertake Phase 1 of the Rock Creek Sanitary Trunkline Upgrade Phase B (Project) to provide sufficient hydraulic capacity for future development. This Project was identified in the 2021 East Basin Master Plan as project DU21C-8, adopted by the Clean Water Services Board on April 5, 2022 by Resolution and Order 22-6. This Project has been endorsed by the Capital Improvement Program Prioritization Committee to receive Regional SDC Funding through District.

NOW, THEREFORE, the parties agree as follows:

B. PROJECT DESCRIPTION

Phase 1 is the initial effort of the Project and consists of evaluation, providing preliminary design, work to provide permanent maintenance access, and exploring the footprint of natural area restoration for the Project. This Project upgrades an existing section of the Rock Creek Trunkline from the newly constructed manhole (MH) from the prior Rock Creek Sanitary Trunkline Upgrade Project (District MH 845882) to City MH 414NSan (District MH 806163), a total 3,057 linear feet. The existing 15-inch and 18-inch trunk line will be upgraded to a at least a 24-inch diameter trunk line. See attached Exhibit A for the Project location.

C. DISTRICT OBLIGATIONS

1. District will reimburse City up to \$810,000 for actual costs of Project approved by District.
2. District's Project Manager shall be the primary point of contact regarding the Project. District assigns Sheila Sahu as District's Project Manager for this Project.
3. District shall have twenty-five days upon receipt of the proposed design documents to comment on and approve the alternative and approach for the Project.
4. District will pay City actual costs not to exceed a total of \$810,000 for the Phase 1 Project.
5. District will pay invoices for reimbursement of actual costs incurred that are submitted by City within 30 days once invoices are approved by District.

D. CITY OBLIGATIONS

1. City will administer the Project.
2. City's Project Manager shall be the primary point of contact regarding the Project. City assigns Jason Waters as City's Project Manager for this Project.
3. City shall provide to District a copy of the evaluation report and the preliminary design plans for the Project, including project specific conflict lists, survey and utility mapping, specifications and bid item list.
4. City shall allow District a minimum of twenty-five (25) business days for review and comment. City shall respond to District's comments and questions in a timely manner.
5. City shall make timely payment to all vendors, contractors, and consultants on Project.
6. City shall submit monthly invoices for actual Project costs not to exceed \$810,000 total to District. Each invoice shall include a Project Summary of work completed. The invoice must include: District Project Name; District Project Number; Not to Exceed amount; and amount of the Not to Exceed amount remaining and not yet spent.
7. City shall provide design plans (30%, 60%, and 90% drawings) and specifications to District for District review.
8. City shall hold progress meetings at District's request during the evaluation and preliminary design phase of the Project. City shall ensure District has the right and opportunity to review options and provide input on the Project.
9. City shall coordinate public engagement related to the Project, including Public Notice as required.
10. City waives all land use or permit fees associated with the Project with the exception of plumbing inspection fees.
11. City shall meet with the District to review the Revegetation plan, necessary easements for the plan, and assess the scope of restoration.

E. GENERAL TERMS

1. Laws and Regulations. City and District agree to abide by all applicable laws and regulations.
2. Term of this Agreement. This Agreement is effective from the date on page one and will remain in effect until the Project is complete and the parties' obligations have been fully performed or this Agreement is terminated as provided herein.

3. Termination. This Agreement may be terminated immediately by mutual written agreement of the parties, or prior to award of a construction contract, by either of the parties notifying the other in writing, with the termination being effective in 30 days.
4. Integration. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement will not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement will prejudice the waiving party's exercise of the right in the future.
5. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties will indemnify and defend the other and their officers, employees, agents, volunteers, elected official, contractors, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its officers, employees, agents, contractors, volunteers, elected officials, contractors, or representatives.
6. Resolution of Disputes. If any dispute out of this Agreement cannot be resolved by the project managers from each party, the City Manager and District's Chief Executive Officer will attempt to resolve the issue. If the City Manager and District's Chief Executive Officer are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. If the dispute is not resolved in mediation, the parties will submit the matter to arbitration. The decision of the arbitrator will be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law. For clarity's sake, the parties waive their right to any trial by jury.
7. Interpretation of Agreement.
 - A. This Agreement will not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
 - B. The paragraph headings in this Agreement are for ease of reference only and will not be used in construing or interpreting this Agreement.
8. Severability/Survival. If any of the provisions in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest will survive the termination of this Agreement for any cause.

9. Approval Required. This Agreement and all amendments, modifications or waivers of any portion thereof will not be effective until approved by 1) District's Chief Executive Officer or the Chief Executive Officer's designee and when required by applicable District rules, District's Board of Directors and 2) City and signature of their designee.
10. Choice of Law/Venue. This Agreement and all rights, obligations and disputes arising out of the Agreement will be governed by Oregon law. All disputes and litigation arising out of this Agreement will be decided by the state courts in Oregon. Venue for all disputes and litigation will be in Washington County, Oregon.
11. Easements. District and City grant each other the right to perform work on their respective easements to the extent necessary to complete work on the Project.
12. Condemnation. Costs incurred by the City to condemn an easement for the Project will be reimbursed as a Project cost if the City has obtained previous approval from the District. The City will provide the District with all pertinent information to evaluate its request including a written justification for pursuing condemnation, a summary of the property owner's position, a copy of the appraisal report and any other information requested by the District. The District will respond to the City's request within ten business days of receiving all required information.
13. Electronic Signature. This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. An electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this Agreement on behalf of the City and District respectively.
14. Third Party Beneficiaries. The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party.

CLEAN WATER SERVICES

CITY OF SHERWOOD, OREGON

By: _____
Chief Executive Officer or Designee

By: _____
City Manager or Designee

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

District Counsel

City Attorney

PROJECT LOCATION MAP

