



RESOLUTION 2022-013

AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR MAINTENANCE OF NON-STANDARD LIGHTING AND TRAFFIC SIGNAL POLES, SOUND WALL AND LANDSCAPING ASSOCIATED WITH THE TUALATIN-SHERWOOD AND ROY ROGERS ROAD WIDENING PROJECT

WHEREAS, Washington County is working on a project to widen Tualatin-Sherwood Road and Roy Rogers Road from Chicken Creek to Teton Road; and

WHEREAS, as part of that project modifications to lighting, landscaping and the installation of sound walls is provided for; and

WHEREAS, the City of Sherwood has expressed a desire for lighting along this road improvement project to be black power coated for visual consistency and aesthetics and has requested additional aesthetic upgrades to the landscaping and sound walls; and

WHEREAS, the County is agreeable to incorporating these upgrades into the design and funding the initial installation but does not accept responsibility for maintaining the upgrades above and beyond what would be typical for them to maintain; and

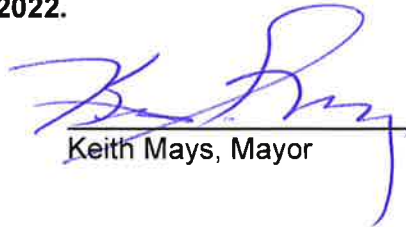
WHEREAS, The City has negotiated an agreement that outlines the County and City responsibilities for long term maintenance and responsibility of these upgraded improvements.

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

Section 1. The City Council authorizes the City Manager to sign an intergovernmental agreement with Washington County in a form substantially similar to the attached Exhibit 1.

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

Duly passed by the City Council this 1st of March, 2022.



Keith Mays, Mayor

Attest:



Sylvia Murphy, MMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT BETWEEN
WASHINGTON COUNTY AND CITY OF SHERWOOD FOR MAINTENANCE OF
TRAFFIC SIGNAL, ILLUMINATION, SOUND WALL AND LANDSCAPE IMPROVEMENTS FOR THE
SW ROY ROGERS ROAD AND SW TUALATIN-SHERWOOD ROAD PROJECTS**

THIS AGREEMENT is entered into between Washington County, a political subdivision of the State of Oregon, acting by and through its elected officials (“County”) and the City of Sherwood, a municipal corporation, acting by and through its City Council (“City”).

RECITALS

1. By the authority granted in ORS 190.110, County and City may 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.
2. Tualatin-Sherwood Road and Roy Rogers Road are a part of the County roadway system under the jurisdiction and control of County.
3. County is constructing road improvements along Tualatin-Sherwood Road and Roy Rogers Road between Chicken Creek and Langer Farms Parkway. The road improvements, as designed, included traffic signals and associated cabinets, illumination poles, sound walls, irrigation, and landscaping features consistent with the County Road Standards (“Project”).
4. City desires to include enhanced, alternate, or additional features to the traffic signals and associated cabinets, illumination poles, sound walls, irrigation and landscaping (“Enhanced Improvements”) as part of the Project.
5. The County desires to install the Enhanced Improvements as part of the Project at no additional cost to the City and the City desires to pay for maintenance for the Enhanced Improvements.
6. The purpose of this Agreement is to establish the responsibilities for the maintenance of the Enhanced Improvements for Tualatin-Sherwood Road and Roy Rogers Road within the Project limits.

NOW THEREFORE, the parties agree as follows:

TERMS OF AGREEMENT

1. County and City enter into this Agreement to identify the financial obligations and maintenance responsibilities for the non-standard traffic signal poles, cabinets, illumination poles, sound walls, landscaping, and irrigation included in the Project and described in the

attached map hereto, marked Exhibit A, and by this reference made a part hereof.

2. This Agreement shall become effective upon installation and acceptance of the Enhanced Improvements. Acceptance of the Enhanced Improvements shall occur upon County's acceptance of the Project consistent with the approved construction plans and specifications. This Agreement shall remain in effect for a period of twenty (20) years thereafter, which is based on the estimated useful life of the facilities. The City's maintenance responsibilities shall survive any termination of this Agreement.

CITY OBLIGATIONS

1. City shall maintain all contents of the median and adjacent planter strip areas including, but not limited to the landscaping, tree root barriers, and irrigation, to the same standard as the City maintains similar facilities under its jurisdiction. Maintenance of the median and adjacent planter strip areas shall include removal and replacement of dead or dying plants and trees, removal of litter, removal of unpermitted signs, application of herbicides, removal of weeds, removal of leaves, tree trimming (to maintain a 17-foot high clear zone in all travel lanes, measured at the face of curb) and any other activity associated with the vegetation. All trees shall be firmly braced until securely rooted. All costs of replanted or replacement landscaping and maintenance, including water, backflow device testing and power for irrigation, shall be at the City's sole cost.
2. City shall be responsible for maintaining enhanced sound wall surface appearance, coatings, and aesthetical qualities that exceed County standard sound walls after installation. The City shall be responsible for graffiti removal and surface staining if any panel is replaced.
3. City shall be responsible for maintaining the painting on enhanced illumination poles which includes repainting of the decorative style illumination poles, fixtures and bases after installation and acceptance.
4. City shall be responsible for maintaining the painting on all enhanced traffic signal poles, mast arms and signal cabinets which includes repainting after installation.
5. If any Enhanced Improvements require replacement during the term of this Agreement and City requests replacement with an Enhanced Improvement, City shall be responsible for the difference in cost between replacement with an Enhanced Improvement and the cost of replacement with the County's standard improvements, and shall make prompt payment within thirty (30) days of receipt of the billing from County.
6. City shall remain responsible to repair or replace any public or private infrastructure in the right-of-way that is damaged in the course of the City undertaking any of its maintenance obligations.
7. City shall ensure that any party authorized to perform work in the right-of-way in association with the maintenance of the Enhanced Improvements does so in accordance with

any permits, provisions or conditions required by the County. In addition, City shall provide County with information (contact/company/organization name, mailing address and contact phone number) of any party performing maintenance work in the right-of-way on the Enhanced Improvements. Notification of daily work schedules is not required. If City provides for work to be performed by anyone other than City employees, City shall require evidence of commercial liability insurance in an amount not less than the statutory tort claim limits, and shall cause the County to be an additional named insured on such policy.

8. City shall authorize execution of this Agreement during a regularly convened session of its City Council.
9. City's Project Manager for this project is its Public Works Director or assigned designee.
10. Notwithstanding any other provision of this Agreement, City shall not be obligated to perform any maintenance work that is within the scope of any applicable warranty.

COUNTY OBLIGATIONS

1. County shall be responsible for installation the Enhanced Improvements as part of the Project.
2. County hereby grants permission to the City and others designated and duly authorized by the City, to access County right-of-way for the purpose of maintaining the Enhanced Improvements.
3. County shall retain ownership and continue to be responsible for all routine traffic signal maintenance, signal timing, signal detection, and emergency repairs, except for the enhanced painting and repainting of traffic signal poles, mast arms, and cabinets associated with the Project, which shall be the responsibility of City.
4. County shall retain ownership and be responsible for all routine illumination system maintenance and emergency repairs, except for the enhanced painting and repainting of illumination poles, fixtures, and bases.
5. County shall be responsible for replacement of all features along the Project consistent with its road authority. During the term of this Agreement, upon becoming aware that any Enhanced Improvement is in need of replacement, County shall promptly notify City in writing. City shall thereafter have a reasonable period of time to request that the improvement be replaced with an Enhanced Improvement. In the event of such request by the City, the County will install the Enhanced Improvement and the City will be responsible for the difference in cost between replacement with an Enhanced Improvement and the cost of replacement with the County's standard improvements. If City does not request replacement with an Enhanced Improvement, County shall replace with a standard improvement at no cost to the City. County shall submit detailed invoices to City reflecting

City's payment obligations under this section on a quarterly basis and City shall promptly pay all costs within thirty (30) days of invoice.

6. County's contact for this Project is its Operations and Maintenance Superintendent (or designee), 1400 SW Walnut Street, MS 51 Hillsboro, OR 97123; phone: 503-846-7623, or assigned designee.

GENERAL PROVISIONS

1. Laws of Oregon: This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.
2. Default: Either party shall be deemed to be in default if it fails to comply with any provision of this Agreement. CITY and COUNTY agree time is of the essence in the performance of any of the obligations within this Agreement as related to construction. Complaining party shall provide the defaulting party with written notice of default and allow thirty (30) days within which to cure the defect.
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 directors, 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 City's performance of work, or work authorized by indemnifying party, relating to its obligations under this agreement, 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.
4. Resolution of Disputes: 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. Modification of Agreement: No waiver, consent, modification or change of terms of this Agreement shall bind a party unless in writing, signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in specific instances and for the specific purpose given.
6. Remedies: Subject to the provisions in paragraph 4, 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.

7. Excused Performance: In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay 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.
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.
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.
10. Termination: Except for breach, this Agreement may be canceled or terminated only upon mutual consent, and upon such terms and conditions as may be agreed upon by the parties.

ENTERED INTO ON THE DATE LAST SIGNED BELOW.

City of Sherwood

By _____
City Manager

Date _____

Washington County

By _____
Assistant County Administrator

Date _____

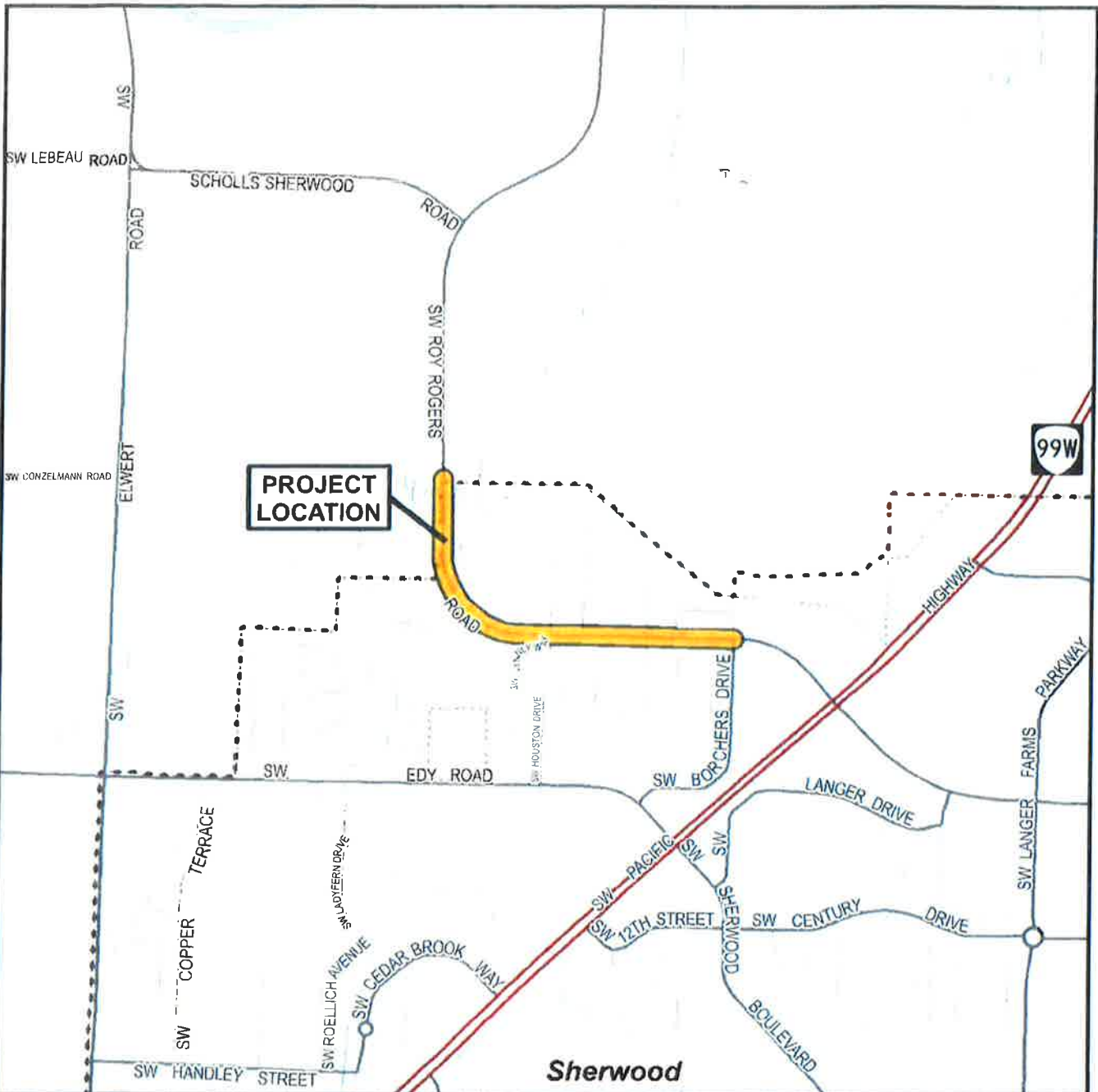
APPROVED AS TO LEGAL SUFFICIENCY

By _____
City Attorney

Date _____

City Contact:
Public Works Director
15527 SW Willamette St.
Sherwood, OR 97140

County Contact:
Maintenance Superintendent
Operations and Maintenance Division
1400 SW Walnut Street
Hillsboro, OR 97123



WASHINGTON COUNTY
OREGON
 Engineering and Construction Services

SW Roy Rogers Road
 Borchers Dr. to Chicken Creek Bridge

- Project Location
- Major Roads
- Minor Roads
- Private Roads
- MAX Light Rail
- Railroads
- Rivers / Lakes
- Streams
- Urban Growth Bdy.
- Cities
- County Boundary

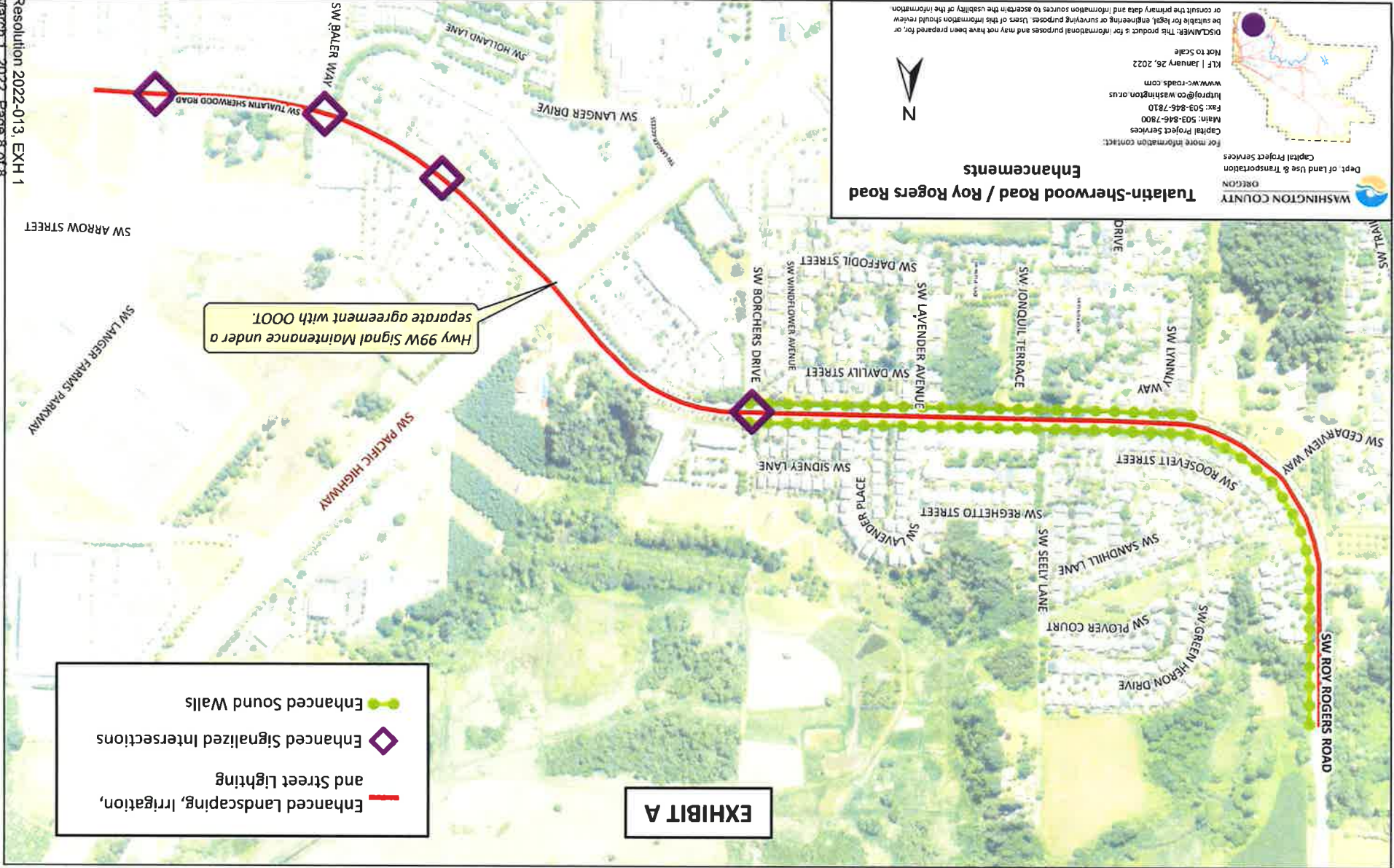


For more information, contact:
 Capital Project Management
 Main: 503-846-7800
 FAX: 503-846-7810
 lutproj@co.washington.or.us
 ***.wc-roads.com

N

 Map Date: August 02, 2018
 Prepared by: KLF
 Not to Scale

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For more information contact:
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 Fax: 503-846-7810
 hrproj@co.washington.or.us
 www.wc-roads.com
 KLF | January 26, 2022
 Not to Scale



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WASHINGTON COUNTY
 OREGON
 Dept. of Land Use & Transportation
 Capital Project Services