



Home of the Tualatin River National Wildlife Refuge

RESOLUTION 2024-011

AUTHORIZING THE CITY MANAGER PRO TEM TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR CITY PUBLIC IMPROVEMENT PROJECTS ON COUNTY ROADS

WHEREAS, the current process to review plans and administer City public improvement projects on county roads requires individual Intergovernmental Agreements (IGA) authorized by City Council; and

WHEREAS, the proposed Intergovernmental Agreement (IGA) delegates this authority to the City Manager or designee for a period of 10 years to deliver City public improvement projects; and

WHEREAS, the City's public improvement projects are listed in the Capital Improvements Plan (CIP) adopted and approved annually with the City budget; and

WHEREAS, The City has negotiated an agreement that outlines the County and City responsibilities for the review, administration and the delivery of City public improvement projects within county roads.

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 5th of March, 2024.



Tim Rosener, Mayor

Attest:



Sylvia Murphy, MMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT FOR
CITY OF SHERWOOD PUBLIC IMPROVEMENT PROJECTS
IN COUNTY RIGHT OF WAY**

This Agreement is entered into, by and between Washington County, Oregon (hereinafter "County"), a political subdivision of the State of Oregon, 155 N First Ave Hillsboro, Oregon 97124 and City of Sherwood (hereinafter "City"), 22560 SW Pine Street, Sherwood, Oregon 97140.

RECITALS

WHEREAS, City desires to construct various public improvements in the public right of way of Washington County; and

WHEREAS, City has obtained or will obtain a land use decision or express authorization from the County Engineer approving the development for which the public improvements are to be constructed; and

WHEREAS, per the attached Public Project Worksheet (see Exhibit 1) the City desires to assure, construct, and complete each public improvement described in accordance with County specifications and County approved plans, and to reimburse the County for the cost of review, inspection and administration of each improvement; and

WHEREAS, County Director of Land Use and Transportation or designee (the "Director") agrees to the attached Public Project Worksheet; and

NOW, THEREFORE, pursuant to the authority provided in ORS 190.010 and the consideration of the mutual promises contained herein, the parties agree as follows:

Overview of Process as detailed by the Public Project Worksheet

City shall follow the County submittal process in effect at the time of submission for each public improvement project described in each Public Project Worksheet. County will issue an Engineering Estimate which is the basis for determining the cost of each public improvement project. Upon County plan approval and satisfaction of County requirements, the County will issue a Facility Permit to construct the public improvement project described. Upon acceptance by the County of the completed public improvement project, the City shall warrant and maintain the installed public improvement project for a period of one (1) year.

1. ASSURANCE

The City, may act as its own assurance provider, under the terms of this Intergovernmental Agreement, for each public improvement project per each Public Project Worksheet. The City shall establish an account or fund solely for the purpose of holding funds for the performance assurance of each public improvement project as detailed in each Public Project Worksheet (the Assurance Account).

City shall deposit funds in the Assurance Account in the amount determined by the County Engineering Estimate for each approved public improvement project and for the term determined by the Director. The County Engineering Estimate shall be made part of each Public Project Worksheet.

The City shall maintain the amount of assurance outlined in the County Engineering Estimate for the subject development with first claim and priority to the County, until the Director releases the funds in writing.

The City will make no disbursements from the Assurance Account without prior written authorization by County indicating the amount to be disbursed, corresponding with the Public Project Worksheet and County Engineering Estimate. If the County requests, in writing, the assurance or part thereof the City shall make available to County the amount requested within 30 days, in order for the County to complete the required public improvement or satisfy any other provision of the Public Project Worksheet.

Upon such a request, the City is to make the amount available to the County without regard as to the merits of the County's claim. County's claim is paramount to all parties including the City. Any dispute as to the merits of County's claim shall be determined separately between the City and the County. The County may at any time, upon reasonable notice, request a statement from the City as to the funds on deposit in the Assurance Account.

2. FAILURE TO COMPLETE IMPROVEMENTS

The City shall be liable for any and all loss or damage resulting from the failure to complete the public improvements in accordance with each Public Project Worksheet entered into by the City, including the expense to bring the improvements into compliance with the County's requirements outlined in therein. Venue for any such action shall be the Washington County Circuit Court. This agreement is in addition to, and not in lieu, of any other enforcement action available to County including permit revocation and citation.

3. INDEMNIFICATION

This Agreement is for the benefit of the parties only. City and Washington County agree to hold harmless and indemnify the other, and its elected officials, employees, and agents from and against all claims, demands and causes of actions and suits of any kind or nature resulting from the negligent or wrongful acts, actions or omissions of the indemnifying party and its respective elected officials, employees, agents and contractors in the performance of their respective responsibilities and duties under this Agreement, to the extent applicable, the above indemnification is subject to and shall not exceed the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution.

4. MUTUAL AGREEMENT

IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE CITY AND COUNTY:

- a. County may enter into an extension of a Public Project Worksheet (as determined by Director).
- b. That each and every Public Project Worksheet is being entered into pursuant to the Community Development Code (CDC) in effect on the date of the Public Project Worksheet and that all matters that may be disputed shall be resolved so as to comply with the provisions and intent of said CDC.
- c. That waiver by any part of the strict performance of any provisions of this Agreement or the Public Project Worksheet shall not be a waiver of or prejudice to the other party's right to require strict performance of the contract in the future.
- d. That if any provision of this Agreement or the Public Project Worksheet shall for any reason be held invalid or unconstitutional, the remainder of the contract shall remain in full force and effect.

5. AUTHORITY

The City hereby authorizes the City Manager, City Manager Pro Tem or designee to execute the required Public Improvement Contracts and provide the requested assurance.

6. EFFECTIVE DATE AND RIGHT TO TERMINATE

This Agreement shall become effective on the last date signed by one of the parties and shall continue thereafter for a term of ten (10) years, unless extended by the parties. This Agreement may be renewed or extended for a period of up to ten (10) years by mutual consent of the parties. The party desiring to renew or extend the term of this Agreement shall provide written notice of the intent to renew and extend 60 (sixty) days prior to the natural termination of the current term. Such renewal or extension shall be automatic if no objection is received from the other party within 30 (thirty) days of receipt of notice.

Either party may terminate this Agreement on July 1st of any year, by providing written notice of intent to terminate the Agreement on or before April 1st of that year in which the party wants to terminate. In addition, County may notify City upon 60 days written notice that this Agreement is terminated as to any future Public Project Worksheets.

Termination of this Agreement shall not terminate City's obligations to continue to provide assurance amounts for County Public Improvement Contracts approved prior to the effective date of termination.

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

CITY OF SHERWOOD:

Signature

Date

Printed Name

Title

Address: _____

Approved as to form:

City Attorney's Office

WASHINGTON COUNTY, OREGON:

Signature

Date

Printed Name

Title

Approved as to form:

County Counsel

EXHIBIT A

SAMPLE **Public Project Worksheet**

Project Name _____

County Development Action (CDA) Item No. _____

Location of work: _____

Type of work: Construction of public improvements listed in City Conditions and submitted on approved plans, including _____

Engineering Estimate and Surety Amount (as determined by Approved Plans) \$0.00

City must fully install and repair all such public improvements prior to _____

City must maintain all such public improvement for 1-year after acceptance by the County

Facility Permit to be issued after the receipt of the following elements:

- Signed Public Project Worksheet
- Signed and stamped Engineer Inspection Option Form
- Statement by City Financial Officer that City is holding funds per the IGA for the performance assurance in the amount detailed above
- Proof of Liability Insurance Certificate with endorsement naming Washington County its agents, officers, elected officials and employees as additional insured
- Proof of an Erosion Control Permit – (as outlined in the Notice of Decision and issued by Clean Water Services 503-681-3600)
- Proof of a Grading Permit – (as outlined in the Notice of Decision and issued by Building Services 503-846-3470)
- The company name, and 24-hour contact of the contractor performing the work

City Manager Signature
(or designee)

Date _____

LUT Director Signature
(or designee)

Date _____