



Home of the Tualatin River National Wildlife Refuge

RESOLUTION 2017-003

AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE SHERWOOD URBAN RENEWAL AGENCY

WHEREAS, the City of Sherwood ("City") is currently participating in a federally funded project managed by the Oregon Department of Transportation via a contract with CH2M to design and construct the Cedar Creek Trail ("Trail") within the City; and

WHEREAS, a segment of the Trail is proposed to abut and cross certain property owned by URA; and

WHEREAS, the Sherwood Urban Renewal Agency (URA) is currently in negotiations with a third party to purchase all or a portion of said URA-owned property; and

WHEREAS, in connection with those sale negotiations, URA is interested in City potentially seeking modification of a portion of the proposed Trail to accommodate a sanitary line that will connect from the URA-owned property to a manhole located near the Washington Street parking lot; and

WHEREAS, an Intergovernmental Agreement (IGA) between City and URA relating to the above project has been developed with input from City and URA staff.

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

Section 1. The Sherwood City Council hereby authorizes the City Manager to sign the Intergovernmental Agreement Regarding Cedar Creek Trail Sanitary Line Upgrade Project with the Sherwood Urban Renewal Agency, attached hereto as Exhibit A.

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

Duly passed by the City Council this 17th of January, 2017.


Krisanna Clark, Mayor

Attest:


Sylvia Murphy, MMC, City Recorder

Intergovernmental Agreement Regarding Cedar Creek Trail Sanitary Line Upgrade Project

This Intergovernmental Agreement is entered into as of the date last set forth below between the City of Sherwood ("City") and the Sherwood Urban Renewal Agency ("URA").

WHEREAS, City is currently participating in a federally funded project managed by the Oregon Department of Transportation via a contract with CH2M to design and construct the Cedar Creek Trail ("Trail") within the City; and

WHEREAS, a segment of the Trail is proposed to abut and cross certain property owned by URA; and

WHEREAS, URA is currently in negotiations with a third party to purchase all or a portion of said URA-owned property; and

WHEREAS, in connection with those sale negotiations, URA is interested in City potentially seeking modification of a portion of the proposed Trail to accommodate a sanitary line that will connect from the URA-owned property to a manhole located near the Washington Street parking lot.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. City will enter into any and all necessary and appropriate agreements with third party contractors for the purpose of design work and construction cost estimates related to the potential modification of the proposed Trail to accommodate the aforementioned sanitary line project. For purposes of the above, the sanitary line project will be designed as a bid alternate.
2. City will provide URA with an opportunity to review subsequently developed documents related to the sanitary line project, and URA agrees to review and provide any comments it may have to City in writing within ten (10) calendar days of receipt of such documents, or prior to such other deadline as may be specified by City when providing said documents. If URA does not provide written comments to City by the applicable deadline, URA shall be deemed to not have any comments relative to the applicable documents and City shall proceed accordingly.
3. URA will reimburse City for one-hundred percent (100%) of City's costs (including staff time) associated with said design work, in an amount not to exceed forty-five thousand dollars (\$45,000) unless otherwise agreed in writing pursuant to this Section 3. If, during the course of performing the work pursuant to this agreement, either party determines that costs are expected to exceed said amount, City and URA will negotiate in good faith regarding responsibility for said costs and options for reducing said costs. If the parties do not reach an agreement, work pursuant to this agreement will cease prior to costs exceeding said amount. Reimbursement payments are due within thirty (30) calendar days after submission by City to URA of invoices relating to said work. In the event of disagreement with regard to said invoices, URA shall notify City in writing of said disagreement within seven (7) calendar days of receipt by URA of such invoices, such notice to describe with particularity the nature and basis of the disagreement. City shall respond in writing within seven (7) calendar days of receipt written notice from URA of said disagreement, and payment shall be due to City within thirty (30) calendar days of receipt by URA of City's response.

4. URA will be solely responsible for any costs relating to failures to meet project deadlines relating to the Trail project that are the fault of URA. A schedule of Trail project milestones as of the date of this agreement is attached as Exhibit 1. In the event that the Trail project schedule is modified subsequent to the date of this agreement, City will provide URA with written notice of the modified schedule, and URA shall adhere to the schedule as modified, provided, however, that the project schedule will not be shortened without written acknowledgement from URA that it can adhere to the shortened schedule.
5. After said design work is completed and an estimate of the costs of constructing the modifications to the Trail is available, City and URA will negotiate in good faith regarding whether to move forward with including the bid alternate. The parties must reach a final agreement on this issue, in writing, prior to the date the project is scheduled to be bid, as set forth in the schedule in Exhibit 1 or as such schedule may be modified from time to time pursuant to Section 3 above. If the parties do not reach a written agreement prior to that date, the bid alternate will not be included in the bid documents.
6. If City and URA agree to move forward with including the bid alternate, after receipt of bids, City and URA will negotiate in good faith regarding (1) whether to move forward with construction of the sanitary line; and (2) which agency or agencies will be responsible for paying the costs of construction and in what proportion.
7. With respect to the determinations to be made pursuant to Sections 4 and 5 above, URA acknowledges that, after a determination is made as to whether to move forward with construction of the sanitary line, further modifications to the Trail cannot be made until the Oregon Department of Transportation (ODOT) certifies project completion and releases the Trail to the City for maintenance.
8. Miscellaneous provisions:
 - a. The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.
 - b. Time is of the essence under this agreement.
 - c. City and URA 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 or indirectly or otherwise, to third persons.
 - d. Notices shall be provided as follows:

For City:
Julia Hajduk
City of Sherwood
22560 SW Pine St., Sherwood, OR 97140
hajdukj@sherwoodoregon.gov

For URA:
Tom Pessemier
Sherwood Urban Renewal Agency

22560 SW Pine St., Sherwood, OR 97140
pessemiart@sherwoodoregon.gov

Either party may alter the person designated for receipt of notices under this agreement by written notice to the other party.

FOR CITY

FOR URA

Signed

Signed

Name (Printed)

Name (Printed)

Title

Title

Date

Date

Exhibit 1

Cedar Creek Trail Project schedule as of January 10th 2017:

Task	Days	Start	End
30 % Design ODOT and City Review	15	Aug 2, 2016	Aug. 22, 2016-Completed
60 % Design by CH2m	217	Aug. 23, 2016	February 24, 2017
60 % Design ODOT and City Review	30	February 25, 2017	March 24, 2017
90% Design by CH2M	45	March 25, 2017	May 9, 2017
90 % City and ODOT Review	20	May 10, 2017	May 30, 2017
100 % Submittal Review	35	May 31, 2017	July 5, 2017
Bid	61	August 5, 2017	October 5, 2017