

RESOLUTION NO. 2016-17**RESOLUTION AUTHORIZING THE MAYOR TO ENDORSE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FOREST GROVE AND WASHINGTON COUNTY FOR OR8/OR47 INTERSECTION IMPROVEMENTS; NO. 100206 MSTIP OPPORTUNITY FUND**

WHEREAS, The Oregon Department of Transportation (ODOT) accepted the City's application submitted in August 2011, for Enhance funding the OR 8/OR 47 Intersection Improvements; and

WHEREAS, Washington County (COUNTY) approved the MSTIP 3d program in July 2012 that contained a \$5,000,000 Opportunity Fund component, hereinafter referred to as "FUND".

WHEREAS, City requested a \$318,000 distribution from the FUND as a match for a MTIP and Enhance funded project to improve the Hwy 8 and Hwy 47 Intersection, hereinafter referred to as "PROJECT".

WHEREAS, Washington County Coordinating Committee approved the FUND distribution requested by CITY in November 2012.

WHEREAS, City has entered into a separate agreement with the ODOT for the MTIP and Enhance funds.

WHEREAS, ORS 190.010 authorizes agencies to 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.

WHEREAS, City desires to enter into Intergovernmental Agreement (Exhibit A) with COUNTY for match funding on the OR8/OR47 intersection improvement project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

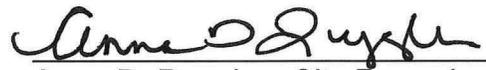
Section 1. The City Council of the City of Forest Grove hereby approves the Agreement between the City of Forest Grove and Washington County as stated in the Agreement and subject to the conditions of this Agreement (Exhibit A).

Section 2. The Mayor is hereby authorized to endorse the Agreement (Exhibit A) on behalf of the City of Forest Grove.

Section 3. That the City of Forest Grove is prepared to comply with obligations as specified in the Agreement.

Section 4. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 8th day of February, 2016.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 8th day of February, 2016.



Peter B. Truax, Mayor

**AGREEMENT
BETWEEN
Washington County and City of Forest Grove**

**FOR A DISTRIBUTION FROM THE MAJOR STREETS
TRANSPORATION IMPROVEMENT PROGRAM (MSTIP)
OPPORTUNITY FUND**

THIS AGREEMENT is entered into between Washington County, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "COUNTY"; and the City of Forest Grove, a political subdivision of the State of Oregon, hereinafter referred to as "CITY."

RECITALS

1. COUNTY approved the MSTIP 3d program in July 2012 that contained a \$5,000,000 Opportunity Fund component, hereinafter referred to as "FUND".
2. CITY requested a \$318,000 distribution from the FUND as a match for a MTIP and Enhance funded project to improve the Hwy 8 and Hwy 47 Intersection, hereinafter referred to as "PROJECT".
3. Washington County Coordinating Committee approved the FUND distribution requested by CITY in November 2012.
4. CITY has entered into a separate agreement with the State of Oregon for the MTIP and Enhance funds.
5. ORS 190.010 authorizes agencies to 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.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth below, the parties hereto agree as follows:

1. COUNTY OBLIGATIONS

- 1.1 COUNTY shall distribute up to \$318,000 from the FUND within sixty (60) calendar days of receipt of an invoice from CITY.

2. CITY OBLIGATIONS

- 2.1 CITY shall invoice COUNTY for the necessary distribution from the FUND upon receipt of a Local Government Investment Pool (LGIP) invoice from ODOT.

3. FINANCIAL OBLIGATIONS

- 3.1 COUNTY and CITY will each bear the cost of performance of their respective obligations under this AGREEMENT.

4. GENERAL PROVISIONS

4.1 LAWS OF OREGON

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All relevant provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

4.2 DEFAULT

Time is of the essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

4.3 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 of services performed, the omissions of services 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.

4.4 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties.

4.5 DISPUTE RESOLUTION

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.

4.6 REMEDIES

Subject to the provisions in paragraph 4.5, 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.

4.7 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 on 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.

4.8 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.

4.9 INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

5. TERMS OF AGREEMENT

- 5.1 This Agreement becomes effective on the last date signed below and shall terminate three (3) years from the effective date except as provided in Paragraph 5.2 below.
- 5.2 This Agreement may be amended or extended for periods of up to one (1) year by mutual consent of the parties. It may be canceled or terminated for any reason by either party. Termination or cancellation shall be effective thirty (30) days after written notice to the other party, or at such time as the parties may otherwise agree. The parties shall, in good faith, agree to such reasonable provisions for winding up the PROJECT as necessary.

DATED this 8th day of February, 2016.

CITY OF FOREST GROVE, OREGON

WASHINGTON COUNTY, OREGON



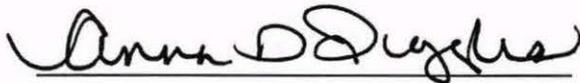
Mayor

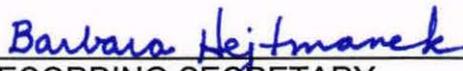
 Andy Duyck

CHAIR, Board of County Commissioners

ATTEST:

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS
MINUTE ORDER # 16-48
DATE 3-15-16





RECORDING SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

N/A

CITY ATTORNEY



COUNTY COUNSEL



A place where businesses and families thrive

CITY RECORDER USE ONLY:
AGENDA ITEM #: 8.
FINAL ACTION: 2/8/16
Res 2016-17

CITY COUNCIL STAFF REPORT

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: February 8, 2016

PROJECT TEAM: Paul Downey, Director, Administrative Services
Rob Foster, Director of Public Works
Derek Robbins, Project Engineer

SUBJECT TITLE: Staff Report and Resolution to Authorize the Mayor to Endorse IGA Between the City and Washington County for Disbursement of Funds for the OR 8/OR47 Intersection Improvement Project

ACTION REQUESTED: Ordinance Order Resolution Motion Informational

X all that apply

ISSUE STATEMENT:

Consider resolution authorizing the Mayor to endorse IGA between the City and Washington County for disbursement of matching funds for the OR 8/OR 47 Intersection Improvements project. This proposed resolution, if enacted by the Forest Grove City Council, would take effect immediately.

BACKGROUND:

In January 2012, the City was awarded federal funds for the OR 8/OR 47 Intersection Improvements project. In late 2012 the City was award \$318,000 in additional funds from a component of the Washington County MSTIP 3d program as a match for the project.

The goal or main outcome of the project is to improve safety, operations, and capacity where the intersection of Regional Freight Corridors 23 (Highway 47 or Quince Street) and Regional Freight Corridor 24 (Highway 8 or Pacific Avenue) come together. The project will construct a westbound right-turn lane on OR-8 and a southbound right-turn lane on OR-47. Attached is an updated site plan map of the project (Exhibit A).

FISCAL IMPACT:

The total estimated project cost is \$4,171,381. The City of Forest Grove is responsible for providing the match and any non-participating costs, including all costs in excess of the available federal funds. Match funding requirement for the entire project includes this \$318,000 Washington County MSTIP3 program funds. \$200,000 from the City's Street Fund is also being used for the match. Forest Grove and ODOT have established separate agreements for additional federal funds needed to cover total estimated project cost.

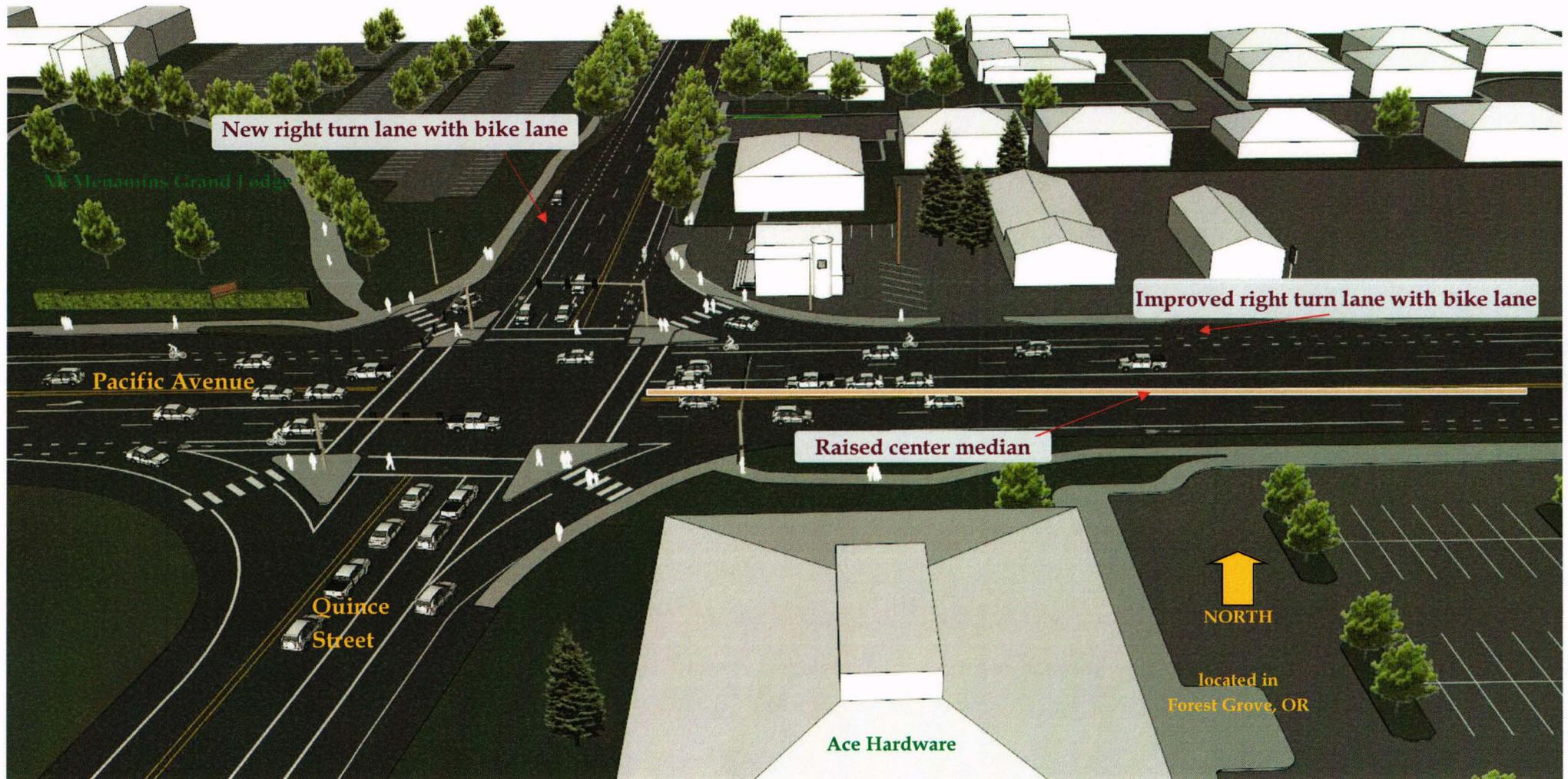
STAFF RECOMMENDATION:

Staff recommends the City Council approve the attached resolution authorizing the Mayor to endorse the IGA between the City and Washington County for disbursement of matching funds for the OR 8/OR 47 Intersection Improvements project.

ATTACHMENT(s):

- (1) Exhibit A, OR 8/OR 47 Project Site Plan
- (2) Resolution
- (3) IGA

Depiction of completed project



Note: This is a draft rendering of the completed road construction project. Not all project elements are included and is subject to change. Visit ODOT's website for more information at www.oregon.gov/ODOT/HWY/REGION1/Pages/PacificQuince.aspx

Nov. 2015