

RESOLUTION NO. 2021-60

**RESOLUTION AUTHORIZING CITY MANAGER
TO ENDORSE AN INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF FOREST GROVE AND WASHINGTON COUNTY FOR
GALES CREEK ROAD/THATCHER ROAD INTERSECTION PROJECT**

WHEREAS, the Washington County has undertaken a project to reconstruct the Gales Creek Road/Thatcher Road intersection; and

WHEREAS, the City of Forest Grove desires to be an active collaborative and financial partner to make this project a success; and

WHEREAS, in order to advance the project, Washington County is seeking financial assistance; and

WHEREAS, Washington County has prepared an intergovernmental agreement that outlines each agency's respective duties and commitments; and

WHEREAS, the Mayor and City Council of Forest Grove have reviewed this intergovernmental agreement and concur with its content.

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

Section 1. The City Manager is authorized to endorse the Intergovernmental Agreement with Washington County on behalf of the Mayor (attached as Exhibit A).

Section 2. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 22nd day of November, 2021.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 22nd day of November, 2021.



Peter B. Truax, Mayor

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

**FOR DESIGN OF GALES CREEK ROAD AT THATCHER ROAD
INTERSECTION IMPROVEMENTS.**

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

RECITALS

1. 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; and
2. WHEREAS, COUNTY has an approved project funded through the Road Capital Fund to improve Gales Creek Road at Thatcher Road Intersection, which includes design of sidewalks on the south side of Gales Creek Road and construction on the east side of Thatcher Road together with a pedestrian activated Rectangular Rapid Flashing Beacon at the intersection, hereinafter referred to as the "PROJECT"; and
3. WHEREAS, Gales Creek Road is an urban arterial subject the jurisdiction and control of the County and NW Thatcher Road is an urban collector subject to the jurisdiction and control of the County and the PROJECT area is located entirely within the CITY; and
4. WHEREAS, CITY and COUNTY have a joint interest in completing the design and construction of the PROJECT cooperatively; and
5. WHEREAS, CITY and COUNTY find it beneficial to the public to partner and to delegate to the COUNTY the design and construction of the PROJECT as provided in this Agreement and find that such delegation will minimize disruption of public travel and commerce, establish economies of scale that will reduce the cost to the public, and provide other good and valuable benefits to the general public; and
6. WHEREAS, it is the mutual desire of the COUNTY and CITY to enter into this Agreement to allocate their responsibilities to complete the PROJECT,

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

AGREEMENT

1. CITY OBLIGATIONS

- A. CITY hereby designates the Director of Public Works or designee, as the CITY's project manager, and representative to administer this Agreement on behalf of CITY.
- B. CITY shall have ten (10) business days to complete review of all PROJECT engineering and/or design drawings prepared by COUNTY at the 30%, 50%, 90%, and 100% design milestones and to provide COUNTY with written notice of CITY concurrence or suggested revisions. COUNTY may grant CITY additional review time on case-by-case basis.
- C. CITY will contribute \$607,500.00 towards the PROJECT (CITY Contribution). CITY shall pay COUNTY within sixty (60) calendar days of receipt of an invoice from the COUNTY. Future PROJECT funding needs will be allocated by amendment to this IGA.
- D. In addition to CITY Contribution for the PROJECT described above, CITY will be responsible for paying for certain onsite enhancements at the CITY's sole cost. The final list of specific items will be shown in the Bid Schedule. CITY shall pay COUNTY within sixty (60) calendar days of receipt of an invoice from the COUNTY for onsite enhancements.
- E. Upon completion of PROJECT, the City shall initiate a request for jurisdictional transfer a section of Gales Creek Road (Willamina Ave to Thatcher Rd) pursuant to ORS 373.270 and accept jurisdiction if the Washington County Board of Commissioners determined it is necessary, expedient or for the best interest of the County to surrender jurisdiction to the CITY.

2. COUNTY OBLIGATIONS

- A. COUNTY shall perform, or cause to be performed, all actions necessary for the design and construction of the PROJECT including project management, design and construction engineering, land surveying, regulatory and land use permits and approvals, public involvement, contract administration, advertisement, and award of bid, inspection and construction management.
- B. COUNTY will pay for PROJECT costs beyond the CITY Contribution in an amount up to and not to exceed \$777,500 (Trust & Agency - \$565,000 and Road Fund - \$212,500). Future PROJECT funding needs will be allocated by amendment to this IGA.

C. COUNTY shall invoice CITY within sixty (60) calendar days of execution of this Agreement for the \$607,500 CITY contribution as previously described.

D. COUNTY shall provide CITY an opportunity for review engineering and/or design drawings of the PROJECT at the 30%, 50%, 90%, and 100% design milestones. CITY shall have ten (10) business days to complete its review and inform COUNTY in writing of its concurrence or suggested revisions. Additional CITY review time may be granted by COUNTY on a case-by-basis. COUNTY shall incorporate revisions from CITY that do not significantly impact the PROJECT schedule or cost.

E. Upon request from the CITY, the COUNTY will proceed with the transfer of jurisdiction of Gales Creek Road, from COUNTY to CITY, including conducting a public hearing, and recommending the Board of County Commissioners order the jurisdictional transfer.

GENERAL TERMS AND CONDITIONS

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.
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 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. 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. Term: The term of the Agreement shall be from the date of execution until the completion of the work described herein, but not to exceed five (5) years.
11. Termination: Except for breach, this Agreement may be canceled or terminated only upon mutual consent. Should the PROJECT be canceled or terminated for any reason beyond the control of the parties, the parties shall in good faith agree to such reasonable provisions for winding up the PROJECT and paying for costs incurred as are necessary.

WASHINGTON COUNTY, OREGON

DocuSigned by:

Ruth Osuna

801C62C2808C4E1...

RUTH OSUNA
DEPUTY COUNTY ADMINISTRATOR

Date: 11/24/2021 | 12:00 PST

CITY OF FOREST GROVE, OREGON

Jesse Vanderzanden signing for

DocuSigned by:

Jesse Vanderzanden

23E1C26EFF73412...

PETER B. TRUAX
MAYOR

Date: 11/23/2021 | 16:24 PST



AGENDA ITEM

WASHINGTON COUNTY BOARD OF COMMISSIONERS

MO 21-289

Meeting Date: October 26, 2021 **CPO:** 12f
Agenda Category: CONSENT AGENDA
Department(s): Land Use & Transportation
Presented by: Stephen Roberts, Director of Land Use and Transportation

Agenda Title: **Approve Intergovernmental Agreement With City of Forest Grove for the Gales Creek Road at Thatcher Road Intersection Improvements Project**

REQUESTED ACTION:

Approve intergovernmental agreement with City of Forest Grove and authorize its execution upon completion of the County’s contract review process.

SUMMARY:

The City of Forest Grove (City) is partnering with the County to provide pedestrian safety improvements at the Gales Creek Road /Thatcher Road intersection. Proposed improvements include completing sidewalks along the south side of Gales Creek Road and east side of Thatcher Road, along with a pedestrian-activated Rectangular Rapid Flashing Beacon (RRFB) crossing at the Gales Creek/Thatcher intersection. High school and elementary students use this route to walk/bike to school.

The attached Intergovernmental Agreement outlines the responsibilities of each agency for design and construction of the proposed improvements.

The County is managing the project through the design, right-of-way and construction phases. Construction is anticipated to begin in summer 2022.

ADDITIONAL INFORMATION:

Community Feedback (Known Support/Opposition):

- Most comments have been in favor of proposed project
- Some have requested additional sidewalks, turn lanes and a signal; those improvements are beyond the scope of this project

Legal History/Prior Board Action:

None

Budget Impacts:

The total estimated project cost is \$1,385, 000. The City will provide \$607,500. The County will provide \$565,000 currently available from developer payments in a Trust and Agency account and an additional \$212,500 from the Road Fund to fully fund the project.

ATTACHMENTS:

[Gales Cr./Thatcher Rd. - Vicinity Map](#)

[Gales Cr./Thatcher Rd. - IGA](#)

Approved by the
Washington County Board of Commissioners
also serving as the governing body of Clean Water Services and all other County Districts



Kevin Moss, Board Clerk

October 26, 2021

Date Signed

Approved by the
Washington County Board of Commissioners
also serving as the governing body of Clean Water Services and all other County Districts



Kevin Moss, Board Clerk

October 26, 2021

Date Signed



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

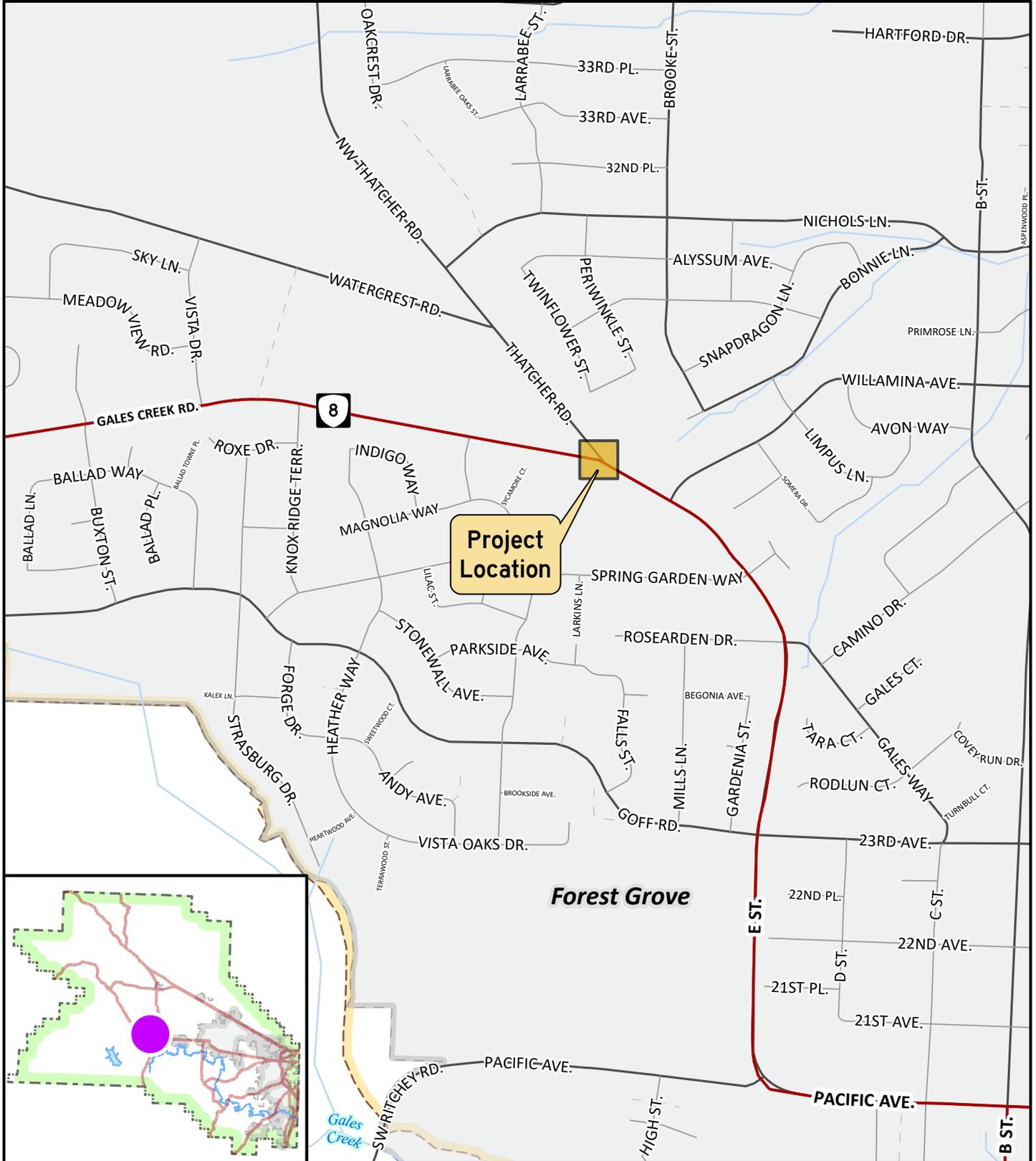
Vicinity Map

Gales Creek Road / Thatcher Road Intersection Improvements



KLF | October 04, 2021
Not to Scale

Project # 100459



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

FOR DESIGN OF GALES CREEK ROAD AT THATCHER ROAD INTERSECTION IMPROVEMENTS.

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

RECITALS

1. 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; and
2. WHEREAS, COUNTY has an approved project funded through the Road Capital Fund to improve Gales Creek Road at Thatcher Road Intersection, which includes design of sidewalks on the south side of Gales Creek Road and construction on the east side of Thatcher Road together with a pedestrian activated Rectangular Rapid Flashing Beacon at the intersection, hereinafter referred to as the "PROJECT"; and
3. WHEREAS, Gales Creek Road is an urban arterial subject the jurisdiction and control of the County and NW Thatcher Road is an urban collector subject to the jurisdiction and control of the County and the PROJECT area is located entirely within the CITY; and
4. WHEREAS, CITY and COUNTY have a joint interest in completing the design and construction of the PROJECT cooperatively; and
5. WHEREAS, CITY and COUNTY find it beneficial to the public to partner and to delegate to the COUNTY the design and construction of the PROJECT as provided in this Agreement and find that such delegation will minimize disruption of public travel and commerce, establish economies of scale that will reduce the cost to the public, and provide other good and valuable benefits to the general public; and
6. WHEREAS, it is the mutual desire of the COUNTY and CITY to enter into this Agreement to allocate their responsibilities to complete the PROJECT,

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

AGREEMENT

1. CITY OBLIGATIONS

- A. CITY hereby designates the Director of Public Works or designee, as the CITY's project manager, and representative to administer this Agreement on behalf of CITY.
- B. CITY shall have ten (10) business days to complete review of all PROJECT engineering and/or design drawings prepared by COUNTY at the 30%, 50%, 90%, and 100% design milestones and to provide COUNTY with written notice of CITY concurrence or suggested revisions. COUNTY may grant CITY additional review time on case-by-case basis.
- C. CITY will contribute \$607,500.00 towards the PROJECT (CITY Contribution). CITY shall pay COUNTY within sixty (60) calendar days of receipt of an invoice from the COUNTY. Future PROJECT funding needs will be allocated by amendment to this IGA.
- D. In addition to CITY Contribution for the PROJECT described above, CITY will be responsible for paying for certain onsite enhancements at the CITY's sole cost. The final list of specific items will be shown in the Bid Schedule. CITY shall pay COUNTY within sixty (60) calendar days of receipt of an invoice from the COUNTY for onsite enhancements.
- E. Upon completion of PROJECT, the City shall initiate a request for jurisdictional transfer of a section of Gales Creek Road (Willamina Ave to Thatcher Rd) pursuant to ORS 373.270 and accept jurisdiction if the Washington County Board of Commissioners determined it is necessary, expedient or in the best interest of the County to surrender jurisdiction to the CITY.

2. COUNTY OBLIGATIONS

- A. COUNTY shall perform, or cause to be performed, all actions necessary for the design and construction of the PROJECT including project management, design and construction engineering, land surveying, regulatory and land use permits and approvals, public involvement, contract administration, advertisement, and award of bid, inspection and construction management.
- B. COUNTY will pay for PROJECT costs beyond the CITY Contribution in an amount up to and not to exceed \$777,500 (Trust & Agency - \$565,000 and Road Fund - \$212,500). Future PROJECT funding needs will be allocated by amendment to this IGA.
- C. COUNTY shall invoice CITY within sixty (60) calendar days of execution of this Agreement for the \$607,500 CITY contribution as previously described.

- D. COUNTY shall provide CITY an opportunity for review of engineering and/or design drawings of the PROJECT at the 30%, 50%, 90%, and 100% design milestones. CITY shall have ten (10) business days to complete its review and inform COUNTY in writing of its concurrence or suggested revisions. Additional CITY review time may be granted by COUNTY on a case-by-basis. COUNTY shall incorporate revisions from CITY that do not significantly impact the PROJECT schedule or cost.
- E. Upon request from the CITY, the COUNTY will proceed with the transfer of jurisdiction of Gales Creek Road (Willamina Ave to Thatcher Rd), from COUNTY to CITY, including conducting a public hearing, and recommending the Board of County Commissioners order the jurisdictional transfer.

GENERAL TERMS AND CONDITIONS

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.
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 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. 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. Term: The term of the Agreement shall be from the date of execution until the completion of the work described herein, but not to exceed five (5) years.
11. Termination: Except for breach, this Agreement may be canceled or terminated only upon mutual consent. Should the PROJECT be canceled or terminated for any reason beyond the control of the parties, the parties shall in good faith agree to such reasonable provisions for winding up the PROJECT and paying for costs incurred as are necessary.

WASHINGTON COUNTY, OREGON

CITY OF FOREST GROVE, OREGON

RUTH OSUNA
DEPUTY COUNTY ADMINISTRATOR

PETER B. TRUAX
MAYOR

Date: _____

Date: _____

For Administrative Use Only – Z99999

Supplier Name: City of Forest Grove

Actual Contract Number (CustomText4): 21-1821

Department (Location): LUT - CPM

Contract Type: 8 Agreements

Contract Sub Type (Custom2Code): IGA: Intergovernmental Agreement

Minute Order Date: 10/26/2021

Minute Order Number: MO 21-289

Master Contract Number (CustomText1): 21-1821

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Revenue Contract

SHIP TO (LocShipTo): LUT - CPM

BILL TO (LocBillTo): LUT - CPM

Project Number (CustomText2): 100459

Chargeable Program Number (ChargeProgram): 606505

Contract Admin (Administrator): Laura Hoffmann

Certificate Of Completion

Envelope Id: 0CF9FD9225974A0D97A6231ACC85533F	Status: Completed
Subject: Please DocuSign: 21-1821: City of Forest Grove	
Source Envelope:	
Document Pages: 15	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Connie Wilson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	155 N. First Ave, Suite 270
	MS28
	Hillsboro, OR 97124-3087
	Connie_Wilson@co.washington.or.us
	IP Address: 204.147.152.5

Record Tracking

Status: Original	Holder: Connie Wilson	Location: DocuSign
11/8/2021 1:00:44 PM	Connie_Wilson@co.washington.or.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign

Signer Events

Jesse Vanderzanden
 jvanderzanden@forestgrove-or.gov
 City Manager
 Security Level: Email, Account Authentication (None), Access Code

Signature

DocuSigned by:

 23E1C26EFF73412...
 Signature Adoption: Pre-selected Style
 Using IP Address: 208.71.202.193

Timestamp

Sent: 11/8/2021 1:05:38 PM
 Viewed: 11/23/2021 4:23:46 PM
 Signed: 11/23/2021 4:24:02 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/23/2021 4:23:46 PM
 ID: 6c54155e-b663-49c9-bbbc-3bac2cdc4bb5

Ruth Osuna
 ruth_osuna@co.washington.or.us
 Deputy County Administrator
 Washington County, Oregon
 Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:

 801C62C2808C4E1...
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.147.152.15

Sent: 11/23/2021 4:24:04 PM
 Viewed: 11/24/2021 12:00:11 PM
 Signed: 11/24/2021 12:00:19 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/8/2021 1:05:38 PM
Certified Delivered	Security Checked	11/24/2021 12:00:11 PM
Signing Complete	Security Checked	11/24/2021 12:00:19 PM
Completed	Security Checked	11/24/2021 12:00:19 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO SHI OBO Washington County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO SHI OBO Washington County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tina_hartmeier@co.washington.or.us

To advise Carahsoft OBO SHI OBO Washington County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tina_hartmeier@co.washington.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO SHI OBO Washington County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO SHI OBO Washington County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO SHI OBO Washington County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO SHI OBO Washington County during the course of your relationship with Carahsoft OBO SHI OBO Washington County.



A place where families and businesses thrive.

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	F. 4.
MEETING DATE:	11/22/2021
FINAL ACTION:	RESO 2021-60

CITY COUNCIL STAFF REPORT

TO: City Council

FROM: Jesse VanderZanden, City Manager

PROJECT TEAM: Greg Robertson, Director of Public Works

MEETING DATE: November 22, 2021

SUBJECT TITLE: Intergovernmental Agreement with Washington County for the reconstruction of Gales Creek Road/Thatcher Road intersection project.

ACTION REQUESTED:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Order	<input checked="" type="checkbox"/> X	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Informational
--------------------------	------------------------------------	--------------------------------	---------------------------------------	-------------------------------------	---------------------------------	--

X all that apply

BACKGROUND:

Washington County, in cooperation with the City of Forest Grove, has undertaken development of a project to reconstruct the Gales Creek Road/Thatcher Road intersection. Improvements will include the reconfiguration of the intersection geometry to improve safety, a new pedestrian crossing with island harborage, sidewalks, curb and gutter and stormwater facilities.

The estimated project cost is approximately \$1,385,000. The City’s share is \$605,000. Adequate funds have been budgeted for this commitment.

ISSUE STATEMENT:

Consider resolution authorizing the City Manager to sign the intergovernmental agreement with Washington County to jointly fund the project.

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT(S):

Attachment 1 – Resolution

Attachment 2 – Intergovernmental Agreement with Washington County

