

**CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 10- 18**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN THE CITIES OF TIGARD AND BEAVERTON AND WASHINGTON COUNTY
FOR THE HIGHWAY 217 INTERCHANGE MANAGEMENT STUDY.**

WHEREAS, the Oregon Department of Transportation (ODOT) is conducting an interchange management study for Highway 217 via cooperative agreement with Washington County; and

WHEREAS, the study has proceeded through Phase 1 to identify projects that may be realistically funded in the near term, can demonstrate benefits to Highway 217 without unduly affecting adjacent streets, and fit into the long-term plan for the highway; and

WHEREAS, Phase 2, which was initiated to more closely examine potential projects identified in Phase 1, is nearing completion and may result in further study leading to selection and design of specific projects for construction; and

WHEREAS, the cities of Tigard and Beaverton have participated in the study since its inception and wish to continue to participate in this study as members of the study's technical advisory committee (TAC); and


WHEREAS, an agreement between the two cities and Washington County is desired to formally allow the cities to participate in the study and to receive reimbursement for that participation subject to specified limits.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The City Council hereby approves the Intergovernmental Agreement attached as Exhibit A and authorizes the City Manager to execute the agreement documents..

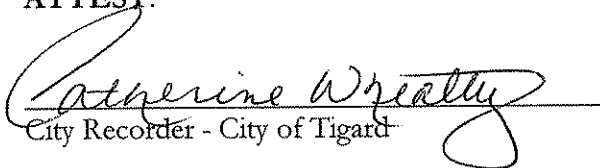
SECTION 2: This resolution is effective immediately upon passage.

PASSED: This 13th day of April 2010.



Mayor - City of Tigard

ATTEST:



City Recorder - City of Tigard

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF BEAVERTON, TIGARD AND WASHINGTON COUNTY FOR THE OR217 INTERCHANGE MANAGEMENT STUDY

THIS AGREEMENT is entered into this _____ day of _____, 2010, by and between THE CITIES OF BEAVERTON AND TIGARD ("Cities") and WASHINGTON COUNTY ("County"), pursuant to the authority granted in ORS Chapter 190.

A. RECITALS

WHEREAS, ODOT and County have entered into Cooperative Agreement No. 25797 to develop an interchange management study for OR217 (Project); and

WHEREAS, The Cities desire to participate in the development of this study as members of the study's technical advisory committee; and

WHEREAS, ODOT, County and the Cities have agreed to cooperate and streamline planning efforts; and

WHEREAS, the parties are authorized by ORS 190.010 to enter into intergovernmental agreements for the performance of any or all functions and activities that are party to the agreement has the authority to perform;

NOW, THEREFORE, the parties do mutually agree as follows:

B. THE CITIES' OBLIGATIONS

The Cities shall:

1. Designate an individual or individuals to serve on the project technical advisory committee.
2. Attend technical advisory committee and other project related meetings
3. Review and provide timely comments on consultant work products.
4. Submit reimbursement requests to the County, which shall not exceed a total of \$7,500 per city for all services provided during the duration of the Project without the written consent of ODOT and the County.

C. COUNTY OBLIGATIONS

County shall:

1. Designate an individual to serve on the project technical advisory committee.

2. Attend technical advisory committee and other project related meetings
3. Review and provide timely comments on consultant work products.
4. Review and process all City invoices. County Project Manager shall confirm status of work with City liaison prior to processing invoices.
5. Invoice ODOT for periods not to exceed six-month in duration for 100 percent of actual costs incurred by Cities.
6. Make payments of amounts due to Cities and approved by ODOT, upon payment by ODOT.

D. GENERAL TERMS

1. Coordination. The OR217 Interchange Management Study is being developed by ODOT with assistance from Washington County, the City of Beaverton and the City of Tigard. This Intergovernmental Agreement is subject to all terms of the ODOT- County Cooperative Agreement No. 25797.
2. Amendment of Agreement. County and the Cities may amend this Agreement from time to time, by mutual written agreement between County and Cities, and ODOT.
3. Indemnification Clause. Subject to any provision of the Oregon Constitution and ORS 30.260-300 and within the limits set forth in ORS 30.270, each party hereby agrees to protect, defend, hold harmless, and indemnify the other, its officers, employees and agents of and from any claims, damages, compensation, suits, actions and expenses, including reasonable attorney's fees, occasioned in whole or in part by the negligent acts, errors or omissions of the indemnitor or its employees, while in any way engaged in the performance of this Agreement. In addition, each party shall be solely responsible for any contract claims, delay damages, or similar items arising from or caused by the negligent or wrongful action or inaction of such party.
4. Resolution of Disputes. If any dispute arising out of this Agreement cannot be resolved by the project managers from each party, the County Administrator and the Cities' Mayor or City Manager will attempt to resolve the issue. If the County Administrator and the Cities Mayor or City Manager are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. In the event the dispute is not resolved in mediation, the parties may utilize any available legal remedy or process.
5. Laws and Regulations. County and the Cities agree to abide by all applicable laws and regulations.
6. Effective Date. This Agreement is effective from the date of execution by all parties.
7. Integration. This document constitutes the entire agreement between the parties on the

subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving party's exercise of the right in the future.

8. Term of Agreement. This Agreement is effective from the date of execution by all parties until the completion of all obligations created by this Agreement or on December 31, 2012.
9. Termination. This Agreement may be terminated by mutual written agreement of all parties or with sixty (60) days written notice of any party.
10. Interpretation of Agreement This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.
11. Severability/Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.
12. Approval Required. This Agreement and all amendments shall become effective when approved by 1) the Cities' Mayor or City Manager or their designees and, when required by applicable City rules, the City Council and 2) the County.
13. Choice of Law/Venue. This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. All disputes and litigation arising out of this Agreement shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Washington County, Oregon.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CITY OF BEAVERTON

By: Denny Dash

Title: Mayor

Approved as to Form

Chris C. Ruppel
City Attorney

CITY OF TIGARD

By: _____

Title: _____

APPROVED AS TO FORM

City Attorney, City of Tigard

WASHINGTON COUNTY

By: Rob Mason

Title: Asst. County Administrator

APPROVED AS TO FORM

General Counsel

APPROVED AS TO FORM

[Signature]
County Counsel