

**RESOLUTION NO. 2013**

**A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE INTERGOVERNMENTAL AGREEMENT FOR TRANSPORTATION MAINTENANCE**

WHEREAS, Clackamas County, acting by and through its Department of Transportation, is responsible for design, construction, operations, maintenance, replacement and repair of County road;

WHEREAS, City of Wilsonville is responsible for the design, construction, operations, maintenance, replacement and repair of roads within the city limits;

WHEREAS, it is in the best interest of Clackamas County and City of Wilsonville to assure an adequate road and transportation system;

WHEREAS, the parties have authority to enter into this Agreement pursuant to ORS 190.003; and

WHEREAS, the parties agree that a coordinated effort will enhance efficiencies of local government agencies responsible for the road maintenance.

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

Section 1. The City Council hereby adopts the "Intergovernmental Agreement for Transportation Maintenance" attached to this Resolution as Exhibit A and incorporated by this reference, and directs the City Manager or her designee to execute same.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 24<sup>th</sup> day of July, 2006, and filed with the Wilsonville City Recorder this date.

  
\_\_\_\_\_  
CHARLOTTE LEHAN, Mayor

ATTEST:

  
\_\_\_\_\_  
Sandra C. King, MMC, City Recorder

**SUMMARY OF VOTES:**

Mayor Lehan	Yes
Councilor Kirk	Yes
Councilor Holt	Yes
Councilor Knapp	Yes
Councilor Ripple	Yes

**INTERGOVERNMENTAL AGREEMENT FOR  
TRANSPORTATION MAINTENANCE**

This INTERGOVERNMENTAL AGREEMENT FOR TRANSPORTATION MAINTENANCE is made by and between **Clackamas County**, acting by and through its Department of Transportation ("COUNTY") and the **City of Wilsonville** ("CITY").

**RECITALS**

COUNTY is responsible for design, construction, operations, maintenance, replacement and repair of County roads. CITY is responsible for the design, construction, operations, maintenance, replacement and repair of roads within the city limits.

It is in the best interest of COUNTY and CITY to assure an adequate road and transportation system.

The parties have authority to enter into this Agreement pursuant to ORS 190.003.

The parties agree that a coordinated effort will enhance efficiencies of local government agencies responsible for the road maintenance.

NOW, THEREFORE, the parties agree as follows:

- 1. Scope of Services:** COUNTY is able to provide the following road maintenance and other services.
  - a. Road Brushing
  - b. Road Shoulder Work, including blading and grading
  - c. Road Ditching
  - d. Culvert Work
  - e. Pavement Management Services
  - f. Installation and Repair of Guardrails
  - g. Bridge maintenance, including structural maintenance, road resurfacing, and painting
  - h. Paving repair and resurfacing, including grinding, cracksealing and chip sealing
  - i. Vactoring (cleaning catch basins, dry wells, etc.)
  - j. Road striping including center lines, edgelines and bike lanes.
  - k. Pavement markings including stop bars, cross walks, turn arrows, legends.
  - l. Traffic sign manufacturing, installation and maintenance.
  - m. Traffic signal maintenance.
  - n. Other services, as established by the signed quote procedure described below.
  
- 2. Existing contracts.** This contract is not intended to supersede any existing traffic or traffic sign maintenance agreements.

- 3. Quote Procedure and Authority to Sign.** For each maintenance activity, COUNTY will provide a quote to CITY that outlines the specific work to be done and estimated labor and materials costs. This quote will be signed by both COUNTY and CITY prior to any work being started. COUNTY's Road Maintenance Manager has authority to sign such quotes on behalf of COUNTY. Authority to sign such quotes on behalf of the CITY is held by the CITY's Public Works Director or his or her designee.
- 4. Scheduling of Work.** Scheduling of work shall be set forth in the quote for each specific project. The parties shall use best efforts to coordinate with the other to minimize work-scheduling conflicts.
- 5. Materials.** COUNTY will supply materials at cost or material may be supplied by CITY.
- 6. Notice of Rate Increases.** COUNTY will notify CITY not less than 60 days prior to any increase in the adopted and published rates and charges for road maintenance and other tasks identified in the Scope of Work charged by COUNTY to local governments.
- 7. Payment of Invoices.** Within sixty (60) days following performance of the services by COUNTY, COUNTY shall invoice CITY for the work performed. Upon receipt of an invoice from COUNTY, CITY will pay for the authorized work according to COUNTY's labor and materials rates. Payment shall be made within thirty (30) days of invoice.
- 8. Nonexclusive Agreement.** CITY is not required to exclusively use COUNTY for its road maintenance requirements.
- 9. Term.** This Agreement shall be effective upon execution and shall expire one year later. The Agreement shall automatically renew form year to year unless either party gives notice to the other prior to the expiration of the term.
- 10. Indemnity.** Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, each party shall indemnify, save harmless and defend the other, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon the damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the indemnifying party or its employees.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to authority of their respective governing bodies.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2006

BOARD OF COUNTY COMMISSIONERS

CITY OF WILSONVILLE

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Floyd Peoples,  
Acting Public Works Director

ATTEST:

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Sandra C. King, MMC,  
City Recorder

**PUBLIC WORKS DEPARTMENT**  
**STAFF REPORT & RECOMMENDATION**

**DATE:** July 13, 2006

**TO:** Honorable Mayor and City Councilors

**FROM:** Steve Munsterman  
Public Works Operations Chief

**SUBJECT:** Adoption of an intergovernmental agreement for transportation maintenance with Clackamas County

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**SUMMARY**

The Intergovernmental Agreement for Transportation Maintenance formalizes the relationship between the City of Wilsonville and Clackamas County with regards to road maintenance services performed. This is in the best interest of Clackamas County and City of Wilsonville to assure an adequate road and transportation system.

**RECOMMENDATION**

Staff respectfully recommends that the council adopt Resolution No. 2013 thereby authorizing the City Manager or designee to sign the Intergovernmental Agreement for Transportation Maintenance.

**DISCUSSION**

For a number of years the City of Wilsonville has purchased road maintenance services from Clackamas County. These services have included the following:

- Traffic Signal Maintenance
- Sign Construction
- Pavement Striping

These services, and others, are available from Clackamas County at cost. The ability to purchase these services from Clackamas County gives the City the capability to provide road maintenance services at a reasonable cost by taking advantage of existing efficiencies between the organizations. Clackamas County is formalizing agreements with all the agencies to whom they currently provide services.

Staff requests that the City of Wilsonville continue to obtain services from Clackamas County. Therefore, staff requests that the agreement be formalized through the adoption of Resolution No. 2013.