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Memorandum Date: 4/7/08  
Order Date: 4/30/08

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**TO:** Board of County Commissioners

**DEPARTMENT:** Public Works

**PRESENTED BY:** Bill Morgan, County Engineer

**AGENDA ITEM TITLE:** ORDER/IN THE MATTER OF ENTERING INTO A REVENUE AGREEMENT WITH THE CITY OF SPRINGFIELD FOR DESIGN AND ENGINEERING SERVICES OF AN ASPHALT CONCRETE OVERLAY AND PAVEMENT REHABILITATION PROJECT ALONG PIONEER PARKWAY FROM HAYDEN BRIDGE ROAD TO Q STREET, NOT-TO-EXCEED AMOUNT OF \$180,000

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**I. MOTION**

Move approval of Board Order authorizing Lane County Public Works to enter into a revenue agreement with City of Springfield for design and construction engineering services for an asphalt concrete overlay and pavement rehabilitation project along Pioneer Parkway from Hayden Bridge Road to Q Street in an amount not-to-exceed \$180,000, and authorizing the County Administrator to execute the agreement.

**II. DISCUSSION**

**A. Background / Analysis**

ORS 373.260(1)(a) provides that counties and cities may enter into agreements for construction, improvement or repair of, and the acquisition of right-of-way for any county road or city street within the corporate limits of the city. Per Chapter II, Section 8 of the Lane County Home Rule Charter and ORS 190, it has been customary for the County to work cooperatively with other agencies on road improvements when feasible.

The County intends to fund an asphalt concrete overlay and pavement rehabilitation project in 2009 along Harlow and Hayden Bridge Road using Federal Aid Surface Transportation Program (STP) funds and Lane County Pavement Preservation funds allocated through the Capital Improvement Program. At the same time, the City of Springfield intends to fund an asphalt concrete overlay and pavement rehabilitation project in 2009 along the Pioneer Parkway from Hayden Bridge Road to Q Street also using the Federal Aid Surface Transportation Program (STP) funds and City funds in conformance with Oregon Department of Transportation Agreement No. 23,409.

Since the County and City STP projects are in close geographic proximity and must be constructed to the same federal and state requirements, both agencies desire to combine engineering, construction, and administrative activities required for completion of the two projects, which will result in greater efficiency and cost savings for both agencies.

The County will charge the City eligible engineering and project management services, up to the maximum allowable amount not-to-exceed of \$180,000. A future Amendment to the IGA could be signed by the City and County if additional charged amounts exceeded the \$180,000 amount.

The revenue provided under this Agreement will help off-set reliance on typical Road Fund revenues sources, and is a good example of two local agencies working together.

As requested, staff is asking the Board to delegate contract signature authority to the County Administrator for this Agreement and any future Amendments as described above, so that work can continue in order to meet a 2009 construction date.

**B. Recommendation**

The Board's options are to approve the motion stated above, to deny the motion, or to take some other course of action.

Staff is recommending that the Board approve the motion.

**III. ATTACHMENTS**

Draft - Intergovernmental Agreement  
Board Order

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY  
STATE OF OREGON

ORDER NO.

( IN THE MATTER OF ENTERING INTO A  
( REVENUE AGREEMENT WITH THE CITY  
( OF SPRINGFIELD FOR DESIGN AND  
( ENGINEERING SERVICES OF AN  
( ASPHALT CONCRETE OVERLAY AND  
( PAVEMENT REHABILITATION PROJECT  
( ALONG PIONEER PARKWAY FROM  
( HAYDEN BRIDGE ROAD TO Q STREET,  
( NOT-TO-EXCEED AMOUNT OF \$180,000

**WHEREAS**, ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any and all functions and activities that party to the agreements, its officers or agents, have authority to perform; and

**WHEREAS**, ORS 373.260(1)(a) provides that counties and cities may enter into agreements for construction, improvement or repair of, and the acquisition of right-of-way for any county road or city street within the corporate limits of the city; and

**WHEREAS**, the County intends to fund an asphalt concrete overlay and pavement rehabilitation project in 2009 along Harlow and Hayden Bridge Road using Federal Aid Surface Transportation Program (STP) funds and Lane County Pavement Preservation funds allocated through the Capital Improvement Program; and

**WHEREAS**, the City of Springfield intends to fund an asphalt concrete overlay and pavement rehabilitation project in 2009 along the Pioneer Parkway from Hayden Bridge Road to Q Street also using the Federal Aid Surface Transportation Program (STP) funds and City funds; and

**WHEREAS**, since the County and City STP projects are in close geographic proximity and must be constructed to the same federal and state requirements, both agencies desire to combine engineering, construction, and administrative activities required for completion of the two projects, which will result in greater efficiency and cost savings for both agencies; **NOW THEREFORE, BE IT**

**ORDERED**, that County design and construction services in the not-to-exceed amount of \$180,000 are authorized under the condition of full reimbursement by the City of Springfield; **AND IT FURTHER BE**

**ORDERED**, that the County Administrator is authorized to execute an intergovernmental revenue agreement with the City of Springfield for these services.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Faye Stewart, Chair  
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 4-15-08 Lane County

\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL



**INTERGOVERNMENTAL AGREEMENT**  
**City of Springfield and Lane County**  
**Pioneer Parkway – Hayden Bridge Road to Q Street**  
**Road Improvement Project**  
**Project No. STP-15408**

**THIS AGREEMENT** is entered into by and between Lane County, a political subdivision of the State of Oregon, hereinafter referred to as **COUNTY**, and the City of Springfield, a municipal corporation of the State of Oregon, hereinafter referred to as **CITY**.

**RECITALS**

1. ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any and all functions and activities that a party to the agreements, its officers or agents, have authority to perform; and
2. ORS 373.260(1)(a) provides that counties and cities may enter into intergovernmental agreements for the construction, improvement or repair of, and the acquisition of right-of-way for any county road or city street within the corporate limits of the city; and
3. **COUNTY** intends to construct an asphalt concrete overlay and pavement rehabilitation project along Harlow and Hayden Bridge Roads in 2009 using Federal Aid Surface Transportation Program (STP) funds under Title 23, United States Code; and
4. **CITY** intends to construct an asphalt concrete overlay and pavement rehabilitation project along the Pioneer Parkway from Hayden Bridge Road to Q Street in 2009 and using Federal Aid Surface Transportation Program (STP) funds under Title 23, United States Code and in conformance with Oregon Department of Transportation Agreement No. 23,409 (copy attached); and
5. The total cost for **CITY** Project described in 4 is estimated at \$840,000, which is subject to change. STP funds for this Project shall be limited to \$400,000. The Project will be financed with STP funds at the maximum allowable federal participating amount, with **CITY** providing the match and any non-participating costs, including all costs in excess of the available federal funds associated with **CITY** project as described in 4; and
6. The **COUNTY** and **CITY** STP projects are in close geographic proximity and must be constructed to the same federal and state requirements; and
7. Combining the engineering, construction and administrative activities required for completion of these two separate projects as described in 3 and 4 above will result in greater efficiency and cost savings for both the **COUNTY** and **CITY**; and

8. **CITY** agrees that **COUNTY** has the necessary personnel and other resources necessary to provide design and construction engineering services for the asphalt concrete overlay and pavement rehabilitation project defined in Local Agency Agreement No. 23,409 for the Surface Transportation Program - Urban, Federal Aid Key No. 13424, also known as Pioneer Parkway: Hayden Bridge Way – Q Street (Springfield), hereinafter called the **PROJECT**; and

9. **CITY** agrees **PROJECT** should be designed and administered by **COUNTY**, and agrees to pay **COUNTY** for all **PROJECT** work and expenses as described in 5 above; and

Now therefore based on foregoing recitals **COUNTY** and **CITY** agree as follows:

### AGREEMENTS

#### COUNTY AGREES TO:

1. Perform preliminary engineering activities, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates necessary to complete ODOT PS&E (Plans, Specifications, and Estimate) delivery to ODOT's Specifications, Estimating, and Office of Pre-Letting (SEOPL) for **PROJECT**.
2. Upon State's award of the construction contract, perform all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract. **COUNTY** shall be the sole contact for the successful bidder for all contract issues.
3. Coordinate **PROJECT** activities with **CITY**, so that **CITY** can ensure compliance with their pre-existing Local Agency Agreement No. 23,409 with the Oregon Department of Transportation (ODOT), regarding the **PROJECT**.
4. Charge to the **CITY** for the performance of those services in paragraphs 1-3 immediately above, up to a maximum allowable amount of \$180,000, the estimated preliminary and construction engineering cost for this **PROJECT**. Perform services and charge additional amounts in excess of the \$180,000 limitation only with a signed amendment to this agreement. The estimated additional engineering, consulting and project manager services required above the \$180,000 limitation is \$0. Invoice **CITY** on a monthly basis for any and all engineering, consulting and project manager costs as described above. Any **COUNTY** obtained consulting services will be **CITY** approved and for the purpose of enhancing efficiency.

**CITY AGREES TO:**

1. Provide to **COUNTY**, copy of **CITY'S** Local Agency Agreement, approved project prospectus, and any prior engineering analysis, calculations, or estimates prepared for **PROJECT**.
2. Designate a staff representative to coordinate activities with **COUNTY** personnel assigned to **PROJECT**.
3. Transfer funds to **COUNTY** upon receipt of invoices for services performed by **COUNTY** and described in the "COUNTY AGREES TO" section of this agreement. All invoices to be paid within 60 days of receipt.
4. Comply with all requirements of the **CITY'S** Local Agency Agreement with the State of Oregon, No. 23,409, except where the **COUNTY** is solely responsible for performance as set forth under the "County Agrees To" section of this agreement.
5. Cooperate with **COUNTY** in regard to (including but not limited to) construction administration and management issues. Delegate authority to **COUNTY** for (including but not limited to) review and approval of construction contract change orders and extra work up to \$25,000 per occurrence on **PROJECT** work, up to the contingency amount established in the Contract Authorization at the time of construction contract award. **COUNTY** shall discuss all change orders and extra work with the **CITY'S** project representative prior to authorizing work. **COUNTY** shall report change orders and extra work changes greater than \$5,000 on **PROJECT** work to the **CITY** within two weeks of their approval.
6. Continue jurisdiction and financial responsibility for the Pioneer Parkway throughout and after completion of **PROJECT**.

**BOTH PARTIES AGREE:**

1. Jointly approve contract plans, specifications and documents prior to submission to State for bidding. It is expressly understood that the **PROJECT** documents will be prepared in accordance with ODOT/Oregon Standard Specifications.
2. **COUNTY** and **CITY** will meet at least monthly to review **PROJECT** scope, schedule and budget and make changes as necessary to control project scope, schedule and budget within the limits prescribed in this agreement and to meet the requirements of the **CITY'S** agreement with the State of Oregon, No. 23,409.
3. Upon completion of the **PROJECT** jointly inspect for acceptance.
4. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be

followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a) The location of the arbitration shall be in Eugene, Oregon;
- b) Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c) Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d) Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

6. To the extent allowable by the Oregon Constitution and limitations of the Oregon Tort Claims Act, each of the parties hereto agrees to indemnify and save the other harmless from any claims, liability or damages resulting from any error, omission or act of negligence on the part of the indemnifying party, its officers, agents or employees relative to the responsibilities of the indemnifying party in performance of this agreement.

7. The term of this agreement commences upon the date of the final execution thereof and terminates three years from the execution date unless mutually agreed by both parties to extend the termination date.

8. Either party may, at any time, upon 90 days prior written notice, terminate this Agreement for any reason. However, any such termination shall be without prejudice to any liabilities or obligations of any part already accrued as of receipt of the written notice. The parties may also terminate this agreement if federal, state, or local laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or a party is prohibited from paying for such work from the planned funding source. The date of the termination shall be no later than the effective date of the change in the law.

9. This agreement constitutes the entire agreement between the **COUNTY** and **CITY** on the subject matter hereof. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both the **COUNTY** and **CITY**. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The delay or failure of the Board to enforce any provision of this agreement shall not constitute a waiver by the **COUNTY** of that provision or any other provision. **CITY**, by the signature below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions.

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**CITY OF SPRINGFIELD**

**LANE COUNTY**

By: \_\_\_\_\_  
Gino Grimaldi

By: \_\_\_\_\_  
Jeff R. Spartz

**Title: City Manager**

**Title: County Administrator**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Address for Notice:**

City of Springfield  
225 North 5<sup>th</sup> Street  
Springfield, OR 97477

**Address for Notice:**

Lane County Public Works  
3040 N. Delta Highway  
Eugene, OR 97408

APPROVED AS TO FORM

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Date \_\_\_\_\_ City of Springfield

Date \_\_\_\_\_ Lane County

\_\_\_\_\_  
Attorney

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Office of Legal Counsel

