



RESOLUTION No. 2013-3070

A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CHEHALEM PARK AND RECREATION DISTRICT FOR THE COST SHARING OF THE SHERIDAN STREET & CHEHALEM CULTURAL CENTER FORECOURT PROJECT.

RECITALS:

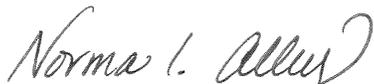
1. The City of Newberg advertised the Sheridan St & Chehalem Cultural Center Forecourt Project and received two qualified bid on August 15, 2013.
2. The engineer's estimate for this project is was \$537,796.93 for Sheridan Street (CITY) and \$306,340.16 for the Chehalem Cultural Center Forecourt (CPRD). The lowest responsive bidder submitted a bid of \$553,972.63 for Sheridan Street (CITY) and \$293,070.38 for the Chehalem Cultural Center Forecourt (CPRD).
3. Combining these two scopes of work into one construction contract will reduce construction costs and provide for a higher quality end product.
4. Construction for this project will begin in September, 2013, and will end in November, 2013.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

The City Council does hereby authorize the city manager to negotiate and execute the proposed intergovernmental agreement with CPRD that provides CPRD funds for the Forecourt portion of work as part of the Sheridan Street & Chehalem Cultural Center Forecourt Project. This proposed IGA is shown in Exhibit "A", which is attached and by this reference hereby adopted.

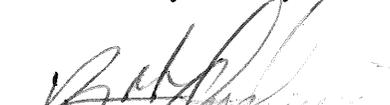
➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: August 20, 2013.

ADOPTED by the City Council of the City of Newberg, Oregon, this 19th day of August 2013.



Norma I. Alley, MMC, City Recorder

ATTEST by the Mayor this 22th day of August 2013.



Bob Andrews, Mayor

**INTERGOVERNMENTAL AGREEMENT
FOR NEWBERG CULTURAL DISTRICT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between CHEHALEM PARKS AND RECREATION DISTRICT, hereinafter referred to as "CPRD," and the CITY OF NEWBERG, a municipal corporation of the State of Oregon, hereinafter referred to as "CITY."

Parties:

City of Newberg	Chehalem Park and Recreation District
a municipal corporation	a special district
414 East First Street	125 South Elliott Road
P.O. Box 970	
Newberg, OR 97132	Newberg, OR 97132
(503) 538-9421	(503) 538-7454

RECITIALS:

1. This Intergovernmental Agreement is entered into this pursuant to authority of Chapter 190 of the Oregon Revised Statutes.
2. CPRD will construct a forecourt in between the Chehalem Cultural Center and E. Sheridan Street.
3. The City will reconstruct E. Sheridan Street from Blaine to School Street.
4. The City and CPRD desire to have the reconstruction of E. Sheridan Street from Blaine to School Street and construction of the forecourt in front of the Chehalem Cultural Center done at the same time.
5. The City will Bid out the projects and CPRD will reimburse the City for all work done on the Forecourt as prescribed in the Bid documents.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the parties agree as follows:

1. **TERM.** The Term of this Agreement shall commence on acceptance of bid to do work on E. Sheridan Street and Forecourt, and shall end at the completion of the projects.
2. **Compensation.** The City shall charge CPRD and CPRD shall pay for work done by contractor on the forecourt project as billed by contractor and agreed to by CPRD and the City.
3. **City's Obligation.**
 - A) To bill CPRD Monthly for work done on the forecourt.
 - B) To make CPRD aware of any Change Orders on the forecourt and get CPRD's approval.
4. **CPRD's Obligation.**
 - A) Payment: Pay in accordance with the regular billing and payment practices for all charges responsible to CPRD, as billed by the City within 15 days from receiving bill.
5. **Contract Disputes.** Should any provisions of this Agreement or the application thereof, be held invalid or unenforceable, the remainder of this Agreement and the application thereof other than those provisions as to which it shall have been held invalid or unenforceable, shall not be permitted by law or equity. The parties agree that any disagreements regarding the interpretation, meaning, or effect of any provision of this Agreement shall be settled by arbitration if so requested by any party in writing. In case of such a written request, the parties agree that within sixty (60) days binding arbitration will be entered into, with the parties jointly selecting an arbitrator. The cost of the arbitrator shall be borne equally by both parties.
6. **Laws and Regulations.** During the entire term of this Agreement, both parties shall comply in every respect with the other party's policies, all laws, rules and regulations of the State affecting or regulating local government.
7. **Indemnification.** Each party is a public entity. Each government entity shall indemnify and defend the other party from any claims, loss, or liability arising out of or relating to the sole negligence of that party and/or that party's agents, officers, or employees.
8. **Entire Agreement.** This Agreement sets forth the entire agreement between CPRD and the City Concerning the subject matter thereof. There are no representations, either oral or written, between the parties other than those contained in this Agreement. All modifications shall be in writing and signed by the parties

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year herein above written

CITY OF NEWBERG

**CHEHALEM PARK AND
RECREATION DISTRICT**

by: _____

**Dan Danici
City Manager**

by: _____

**Don Clements
Superintendent**

APPROVED AS TO FORM AND CONTENT:

**Terrence D. Mahr date
City Attorney**

**Allyn Brown date
CPRD Attorney**