



RESOLUTION 2025-070

AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR THE ELWERT ROAD FEASIBILITY STUDY FUNDING CONTRIBUTION

WHEREAS, ORS 190.010 authorizes agencies to enter into an intergovernmental agreement for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, Following Metro's adoption of Sherwood West into the Urban Growth Boundary, the City and County identified the need to study the feasibility of roadway and intersection realignment and identify a preferred alternative for SW Elwert Road and SW Edy Road; and

WHEREAS, The preferred alternative will provide a foundation for future transportation and land use planning in Sherwood West in the vicinity of the study area; and

WHEREAS, on June 4, 2024 by R&O 24-42 the County Board of Commissioners authorized \$250 million for the Department of Land Use & Transportation's Major Streets Transportation Improvement (MSTIP) 3f Program; and

WHEREAS, the MSTIP 3f program has allocated up to \$14.2 million in funding for the Edy Road Complete Street Project and the Elwert Road Feasibility Study project; and

WHEREAS, the total consultant fee for the Elwert Road Feasibility Study is estimated to be \$638,768 including the City's contribution of \$200,000; and

WHEREAS, any increase to the City's contribution requires agreement between the City and County; and

WHEREAS, an additional IGA will be required for any financial contribution from the City for the Edy Road Complete Street Project.

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

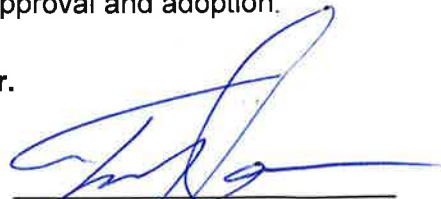
Section 1. The IGA is included as Exhibit A to this resolution.

Section 2. The City Manager is hereby authorized to sign the IGA with Washington County for the Elwert Road Feasibility Study funding contribution in a form substantially similar to that included as Exhibit A.

Section 3. An increase in the City's contribution above \$200,000 shall require approval by the City Council via resolution.

Section 4. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 7th day of October.



Tim Rosener, Mayor

Attest:



Sylvia Murphy, MMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WASHINGTON COUNTY AND THE CITY OF SHERWOOD FOR ELWERT
ROAD FEASIBILITY STUDY FUNDING CONTRIBUTION**

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

RECITALS

1. WHEREAS, ORS 190.010 authorizes agencies to enter into an intergovernmental agreement for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and
2. WHEREAS, on June 4, 2024 by R&O 24-42 the COUNTY Board of Commissioners (Board) authorized \$250 million for the Department of Land Use & Transportation's Major Streets Transportation Improvement (MSTIP) 3f Program, hereinafter referred to as "MSTIP 3f"; and
3. WHEREAS, the MSTIP 3f program has allocated up to \$14.2 million in funding for the Edy Road (Borchers Dr to Cooper Terrace); Edy Road/Elwert Road study projects; and
4. WHEREAS, CITY and COUNTY desire to cooperate, as provided in the Elwert Road/Edy Road Realignment Feasibility Study Charter, along with other local partners, in the ELWERT ROAD FEASIBILITY STUDY, as described in Attachment A attached and fully incorporated herein; and
5. WHEREAS, it is the mutual desire of the COUNTY and CITY to enter into this Intergovernmental Agreement to cooperate in the ELWERT ROAD FEASIBILITY STUDY and to allocate responsibilities as detailed below.

AGREEMENT

NOW THEREFORE, the premise being in general as stated in the foregoing recitals, and in consideration of the terms, conditions and covenants as set forth below, the parties hereto agree as follows:

1. COUNTY OBLIGATIONS

- 1.1 COUNTY shall perform, or cause to be performed, all actions necessary for the ELWERT ROAD FEASIBILITY STUDY for a proposed realignment of the existing Elwert Road and Edy Road segments within the Sherwood West Concept Plan area, as described in Attachments A and B.

- 1.2 COUNTY shall partner with CITY in the ELWERT FEASIBILITY PROJECT as outlined in the Elwert Road/Edy Road Realignment Feasibility Study Charter – MSTIP 3f and in the Elwert Road – Edy Road Feasibility Study scope of work included as Attachments C and D.
- 1.3 COUNTY shall partner with CITY on any change to the scope of work for the ELWERT ROAD FEASIBILITY STUDY. CITY shall have 10 business days to review and inform the COUNTY in writing of its concurrence of suggested revision. COUNTY and CITY shall mutually agree to changes to the scope of work.
- 1.4 COUNTY shall invoice CITY for the \$200,000 contribution within thirty (30) calendar days of the execution of this AGREEMENT.
- 1.5 COUNTY shall perform all actions regarding compensation as set forth in Article 3 – Compensation.

2. CITY OBLIGATIONS

- 2.1 CITY shall, upon execution of this Agreement, designate a staff person(s) to be its authorized project representative to coordinate on all work contained in this Agreement with the COUNTY.
- 2.2 CITY shall partner with COUNTY in the ELWERT FEASIBILITY PROJECT as outlined in the Elwert Road/Edy Road Realignment Feasibility Study Charter – MSTIP 3f and in the Elwert Road – Edy Road Feasibility Study scope of work included as Attachments C and D.
- 2.3 CITY shall perform all actions regarding compensation as set forth in Article 3 – Compensation.

3. COMPENSATION

- 3.1 The ELWERT ROAD FEASIBILITY STUDY estimated consultant cost is \$638,768. Funding contributions are as follows:

Agency	Funding Contributions
Washington County	\$438,768
City of Sherwood	\$200,000
Total Project Cost	\$638,768

- 3.2 COUNTY and CITY understand that the estimated costs are used to determine Project budget used in this Agreement.

3.3 CITY shall, under no circumstances, be obligated to contribute more than \$200,000.00 to the COUNTY for the ELWERT ROAD FEASIBILITY STUDY unless otherwise agreed to in a written amendment to this Agreement. Costs that exceed the estimated costs provided in Term 3.1 shall be agreed on by parties in a written amendment to this Agreement. If no agreement can be reached, then this agreement will be terminated by mutual consent pursuant to paragraph 4.12.

4. GENERAL TERMS AND CONDITIONS

4.1 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 applicable provisions required by ORS Chapter 279A and 279B to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

4.2 COMPLIANCE WITH APPLICABLE LAW

The Parties shall comply with all federal, state and local laws and ordinances applicable to the work performed under the contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those law, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

4.3 DEFAULT

Time is of essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

4.4 INDEMNIFICATION

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party, and its 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).

4.5 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties. Notwithstanding the forgoing, the parties may mutually agree to amend the scope of work in Attachment D without a written amendment, the consent of the parties governing bodies or contract approval authority.

4.6 DISPUTE RESOLUTION

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.

4.7 REMEDIES

Subject to the provisions in paragraph 4.6, 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.

4.8 EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delays 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.

4.9 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.

4.10 INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

4.11 TERMS OF AGREEMENT

The term of this Agreement shall be from the date of execution until the completion of the ELWERT ROAD FEASIBILITY STUDY, but no later than December 31, 2026.

4.12 TERMINATION

Except for breach, this Agreement may be canceled or terminated only upon mutual consent. If the cancelation or termination is initiated by the CITY and COUNTY consents to the cancelation or termination, CITY will not be entitled to return of any of its contribution as set forth in paragraph 3.1 or as adjusted as allowed in paragraph 3.3. Should the ELWERT ROAD FEASIBILITY STUDY be canceled or terminated by initiation of the COUNTY and the CITY consents, or for any reason beyond the control of the parties, the parties shall in good faith agree to such reasonable provisions for winding up the ELWERT ROAD FEASIBILITY STUDY and paying for costs incurred or reimbursing costs as are necessary.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

WASHINGTON COUNTY, OREGON

CHAIR, BOARD OF COUNTY COMMISSIONERS

DATE: _____

RECORDING SECRETARY

APPROVED AS TO FORM:

COUNTY COUNSEL

CITY OF SHERWOOD, OREGON

CITY MANAGER

DATE: _____
