



**RESOLUTION**  
**(10- 2016)**

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL TO AUTHORIZE THE INTERIM CITY ADMINISTRATOR TO SIGN THE IGA FOR A COMMUNITY PLANNING & DEVELOPMENT GRANT TO COMPLETE AN ECONOMIC DEVELOPMENT ANALYSIS OF THE NE HALSEY CORRIDOR**

**WHEREAS,** The City Council adopted Resolution 1-2016 on January 20, 2016 and additional changes were made to the IGA thereafter by Metro, and

**WHEREAS,** the City has had a long-standing goal of encouraging economic development, and

**WHEREAS,** Metro has a program for Community Development and Planning Grants for 2015, and

**WHEREAS,** the cities of Fairview, Wood Village, and Troutdale, have a shared vision for the corridor and how it will function and support each community along its path, and

**WHEREAS,** Metro has awarded the City of Fairview a Community Development and Planning Grants for 2015 in the amount of \$112,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW CITY COUNCIL AS FOLLOWS:**

**Section 1**      The City Council authorizes the City Administrator to sign the IGA accepting the Metro Community and Development and Planning Grant for an economic development analysis of the Halsey Street corridor in the amount of \$112,000.

**Section 2**      Resolution 1-2016 is repealed and replaced in its entirety with this Resolution 10-2016.

**Section 3**      This resolution is and shall be effective from and after its passage by the City Council.

Resolution adopted by the City Council of the City of Fairview, this 3rd day of February, 2016.

\_\_\_\_\_  
Mayor, City of Fairview  
Ted Tosterud

ATTEST

\_\_\_\_\_  
City Recorder, City of Fairview  
Devree Leymaster

2-5-2016

\_\_\_\_\_  
Date

**CONSTRUCTION EXCISE TAX GRANT  
INTERGOVERNMENTAL AGREEMENT  
Metro – City of Fairview  
Halsey Corridor Economic Development Study Project**

This Construction Excise Tax Grant Intergovernmental Agreement (“Agreement”) is effective on the last date of signature below, and is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, OR, 97232 (“Metro”), and the City of Fairview (“City”), located at 1300 NE Village St., Fairview, OR, 97204, collectively referred to as “Parties.”

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, which the local jurisdictions then remit to Metro pursuant to Construction Excise Tax Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the City has submitted a CET Grant Request (“Grant Request”) for the Halsey Corridor Economic Development Study Project (“Project”), which will be a coordinated effort between the City, Multnomah County, the City of Wood Village, and the City of Troutdale; and

WHEREAS Metro has agreed to provide the City CET Grant funding for the Project in the amount of \$112,000.00, subject to the terms and conditions set forth herein, and the parties wish to set forth the funding amounts, timing, procedures and conditions for receiving grant funding from the CET fund for the Project.

NOW THEREFORE, the Parties hereto agree as follows:

1. Metro Grant Award. Metro shall provide CET grant funding to the City for the Project as described in the City’s CET Grant Request, attached hereto as Exhibit B and incorporated herein (“Grant Request”), in the amounts and at the milestone and deliverable dates as set forth in Exhibit A attached hereto and incorporated herein, subject to the terms and conditions in this Agreement.
2. City Responsibilities. The City shall perform the Project described in the Grant Request and as specified in this Agreement and in Exhibit A, subject to the terms and conditions specified in this Agreement and subject to the “funding conditions” recommended by the Metro Chief Operating Officer and adopted by the Metro Council in Resolution No. 15-4640. The City shall coordinate work on the Project with Multnomah County, the City of Wood Village, and the City of Troutdale as described in the separate Intergovernmental Agreement between those four local governments that sets forth their responsibilities regarding the Project. The City shall obtain all applicable permits and licenses from local, state or federal agencies or governing bodies related to the Project, and the City shall use the CET funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the deliverables and/or milestones set forth in Exhibit A.
3. Payment Procedures. Within 30 days after the completion of each deliverable/milestone as set forth in Exhibit A, the County shall submit to Metro an invoice describing in detail its expenditures as may be needed to satisfy fiscal requirements. Within 30 days of receiving the City’s invoice and supporting documents, and

subject to the terms and conditions in this Agreement, Metro shall reimburse the City for its eligible expenditures for the applicable deliverable as set forth in Exhibit A. Metro shall send CET payments to:

City of Fairview  
Finance Department  
Attention: Lesa Folger, Finance Director  
1300 NE Village Street  
Fairview, Oregon 97024

4. Funding Provisions.

(a) CET Funds. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through the programming of CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET Grant funding commitments. The parties recognize and agree that if the CET is ever held to be unenforceable or invalid, or if a court orders that CET funds may no longer be collected or disbursed, that this Agreement shall terminate as of the effective date of that court order, and that Metro shall not be liable in any way for funding any further CET grant amounts beyond those already disbursed to the City as of the effective date of the court order. In such case the City shall not be liable to Metro for completing any further Project deliverables as of the date of the court order.

(b) Waiver. The parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the CET.

5. Project Records. The City shall maintain all records and documentation relating to the expenditure of CET Grant funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by the City and other local government partners for the Project. The City shall provide Metro with such information and documentation as Metro requires for implementation of the CET grant process. The City shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the CET Grant funds were expended, including records demonstrating how any matching funds were expended. Metro and its auditor shall have access to the books, documents, papers and records of the City that are directly related to this Agreement, the CET grant moneys provided hereunder, or the Project for the purpose of making audits and examinations.

6. Audits, Inspections and Retention of Records. Metro and its representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all City records with respect to all matters covered by this Agreement and Exhibit A. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the project shall be retained by the City and all of their contractors for three years from the date of completion of the project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

7. Term. This Agreement shall be effective on the date it is executed by both parties, and shall be in effect until all deliverables/milestones have been achieved, all required documentation has been delivered, and all payments have been made as set forth in Exhibit A, unless terminated earlier pursuant to this Agreement.

8. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

9. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and the City.

10. Authority. City and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the City and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for the City or Metro, respectively.

Metro

City of Fairview

By: \_\_\_\_\_  
Martha Bennett

By: \_\_\_\_\_

Title: Metro Chief Operating Officer

Title: City Manager

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

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

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Alison R. Kean

By: \_\_\_\_\_

Title: Metro Attorney

Title: City Attorney

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

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

Attachments:

Exhibit A – Milestones and Deliverables Schedule

Exhibit B – City’s Grant Request