



RESOLUTION
(23 - 2016)

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH WOOD VILLAGE, TROUTDALE & MULTNOMAH COUNTY TO ENABLE CORRIDOR STUDY ON NE HALSEY

WHEREAS, Cities of Fairview, Troutdale, Wood Village and Multnomah County are committed to the NE Halsey Corridor Economic Development Study Project (Project) to further economic development, community readiness, and to encourage appropriate reinvestment in NE Halsey Street from Fairview Parkway east to the Historic Columbia River Highway as depicted on the Plan Area Map (Exhibit 1 to the intergovernmental agreement); and

WHEREAS, Metro awarded the City of Fairview a grant of \$100,000 for the Project based on the joint application from all three cities and an additional \$12,000 for scope of work development and project management; and

WHEREAS, Metro and the City of Fairview executed an intergovernmental agreement for the Project grant money on February 29th, 2016 (Metro IGA) which requires the City of Fairview to coordinate work on the Project with the Cities and County; and

WHEREAS, Fairview and Wood Village agreed to a financial contribution for the Project and all parties agreed to in-kind commitments for the Project, and

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

WHEREAS, The City Council of the City of Fairview desires to enter into an Intergovernmental Agreement to further the project for the Halsey Corridor.

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

Section 1 The City Administrator is authorized to sign the Intergovernmental Agreement in substantially the same form as the attached Exhibit A to this Resolution.

Resolution adopted by the City Council of the City of Fairview, this 20th day of April, 2016.

ATTEST


City Recorder, City of Fairview
Devree Leymaster


Mayor, City of Fairview
Ted Tosterud

4-23-2016
Date

**INTERGOVERNMENTAL AGREEMENT
CITIES OF FAIRVIEW, WOOD VILLAGE, TROUTDALE, AND MULTNOMAH COUNTY
NE Halsey Corridor Economic Development Study Project**

This Intergovernmental Agreement (IGA) is entered into by the CITY OF FAIRVIEW, CITY OF WOOD VILLAGE, and CITY OF TROUTDALE, all municipal corporations of the State of Oregon, hereinafter referred to as “Cities”; and MULTNOMAH COUNTY, a political subdivision in the State of Oregon, hereinafter referred to as “County”; collectively referred to as “Parties.”

WHEREAS, the Cities and County are committed to the NE Halsey Corridor Economic Development Study Project (Project) to further economic development, community readiness, and to encourage reinvestment in NE Halsey Street from Fairview Parkway east to the Historic Columbia River Highway (Halsey Corridor) as depicted on the Plan Area Map (Exhibit 1); and

WHEREAS, Metro awarded the City of Fairview a grant of \$100,000 for the Project and an additional \$12,000 for scope of work development and project management; and

WHEREAS, the Cities and County agree to a combined in-kind contribution of \$39,000 for the Project; and

WHEREAS, Metro and the City of Fairview executed an intergovernmental agreement for the Project grant money on February 29th, 2016 (Metro IGA), which requires the City of Fairview to coordinate work on the Project with the Cities and County; and

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

WHEREAS, the Parties desire to enter into an IGA to further the Project for the Halsey Corridor.

NOW THEREFORE, the Parties hereto agree as follows:

- 1. Purpose.** The purpose of this Agreement is to establish the obligations of the Parties regarding the creation of a clear, documented, and shared 20-year vision for the Halsey Corridor that will allow for: collaborative partnerships and funding strategies, spurring new development to attract new businesses, and strengthening and retaining the existing business base.
- 2. Project Components.** The Parties will work together to create a vision for the Halsey Corridor that will include the following components:
 - A. Current Conditions and Inventory:** Identify barriers to development by location and type by reviewing comprehensive plans, planning and zoning codes from each jurisdiction; on-site fieldwork; and stakeholder interviews.

- B. Economic Analysis: Key economic trends will be explored and tools identified to enhance business opportunities and encourage new development along the Halsey Corridor.
- C. Community Visioning: Seek community input and develop a vision for how the Halsey Corridor will look, function, and provide a unique identity for the Parties. Establish principles, and develop strategies and design concepts for consideration.
- D. Crafting a Strategy: A consolidated strategy will provide direction for the Halsey Corridor that is shared by the Parties, yet will allow each individual city to implement actions suitable to their unique needs.

3. Project Outcome.

- A. Shared Future Vision: The Project will serve as a local and regional marketing tool for current and future residents, businesses, and investors.
- B. Shared Framework: The Parties will work together toward a shared vision for the Halsey Corridor that will lead to a collaborative framework that will guide potential development and revitalization activities along the Halsey Corridor.
- C. Public and Private Investment Guide: The Parties will develop a Public and Private Investment Guide that incorporates policies, programs, and strategies aimed at ensuring that future investments and growth in the Halsey Corridor is compatible with the Parties shared vision.

4. Cities' and County Responsibilities

- A. Share Project responsibility through the formation of a Project Management Team (PMT), which will be comprised of one staff member from each of the Parties.
- B. Through the PMT, provide advisory support, guide the Project, and review products through the various stages of the Project.
- C. Develop a Public Involvement Plan and form two-stakeholder advisory committees to review work products and make recommendations to the Planning Commissions and City Councils. The two advisory committees will be comprised as provided below.
- D. Form a Consultant Selection Committee tasked with overseeing the Project consultant selection process.
 - i. Duties include:
 - a. Develop criteria metrics for review of submitted written proposals and final oral presentations.
 - b. Review written proposals and invite ranking finalists to present orally to members of the committee.
 - c. Assess presentations from finalists and assign score ranking.
 - d. Select preferred Project consultant.

- ii. Consultant Selection Committee composition will consist of the following:
 - a. One voting representative from each of the Parties.
 - b. One non-voting staff member each of the Parties.
- E. The Consultant Selection Committee will be of limited duration and disband upon completion of selection process and final contract approval.

5. Cities' Responsibilities

- A. Share Project responsibility for completing deliverables and milestones as set forth in Exhibit A of the Metro IGA (attached as Exhibit 2).
- B. Designate a project manager from each city.
- C. Agree that City of Fairview staff will be the primary contact with Metro staff.
- D. Draft and submit a Request for Proposal (RFP) and create a Scope of Work (SOW) for Project consultant selection. Note, the PMT will work with selected Project consultant to finalize Scope of Work prior to contract approval.
- E. Collect and document data and information from their respective cities and forward to City of Fairview staff for processing into Technical Memorandums as final deliverable for each work task.
- F. Jointly host workshops at locations to be determined to engage public participation in the planning process.
- G. Facilitate advisory committee meetings, providing progress reports, updates on new developments, and gauging consensus on future direction.
- H. The Cities shall transmit notice of meetings related to the Project, plus any attached documents, to all Parties at least one week prior to the scheduled meeting.

6. County Responsibilities

- A. Provide advisory support to Cities through participation in the PMT, TAC, CAC and Consultant Selection Committee.
- B. Advise Cities, TAC, and CAC on matters pertaining to County level planning efforts, particularly with regards to the East County Connections Plan.

7. City of Fairview Responsibilities

- A. Maintain communication with Metro staff on progress and updates regarding the Project.
- B. Collect data and information from the other cities for incorporation into task deliverables (Technical Memorandums).
- C. Be responsible for establishing all accounting, auditing, compliance, and similar activities necessary to meet all obligations of the Metro IGA.
- D. Engage in a facilitated partnering and scoping session following execution of this IGA.

- E. Provide all parties to this IGA with appropriate opportunities for participation, review, and comment on Project planning efforts.
 - F. Transmit draft documents to Parties for review and comment before finalizing. Mutually agreed-upon period of review and delivery of comments will be set by the Cities.
- 8. Advisory Committees** Pursuant to Section 4.C. above, the following two advisory committees will be created and comprised of the following:
- A. Community Advisory Committee (CAC) will provide guidance and make decisions on milestones throughout the project, and shall consist of:
 - i. One elected official from each of the Parties;
 - ii. One elected official from Metro; and
 - iii. Three other representatives from each of the Parties.
 - B. Technical Advisory Committee (TAC) will provide technical guidance throughout the Project and may include representation from:
 - i. Staff from each of the Parties;
 - ii. Staff from the Port of Portland, Metro, CPDG liaison, East Multnomah Economic Alliance, and TriMet.
- 9. Delegation of Authority.** The Cities agree to delegate to the City of Fairview the authority to take all necessary actions to provide direction to consultants and other parties to complete the scope of the work identified in the Metro IGA, and to direct the work needed to complete the Project. The City of Fairview does not have the authority or ability to modify the financial obligations of the parties or the overall financial commitment made by the parties to this project.
- 10. Financial Management.** The City of Fairview shall have the sole right and authority through the Fairview City Council, to alter the financial obligations associated with the Metro IGA with the extent that the funds support the grant obligations. Fairview shall be solely responsible for establishing all accounting, auditing, compliance, and similar activities necessary to meet all obligations of the Metro IGA.

Financial commitments from the Parties are as follows:

Jurisdiction	Match Source	Amount
City of Fairview	Financial	\$10,000.00
City of Fairview	In-Kind	\$7,174.00
City of Wood Village	Financial	\$5,000.00
City of Wood Village	In-Kind	\$4,715.00
City of Troutdale	In-Kind	\$5,464.00

Multnomah County	In-Kind	\$6,570.00
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Prior to the mid-term and final progress reports to Metro, each jurisdiction shall submit to the City of Fairview’s grant management consultant a summary of their financial commitment to date.

The Parties are responsible for their financial and in-kind contributions.

11. **Staff from Participating Cities.** The administrative, professional, and clerical staff members from Cities may participate in support of the work undertaken by the PMT and the advisory committees. Staff members may be named by the participating entity and designated with contract management or other tasks associated with this IGA. The PMT may request services from staff members of any of the Parties. However, the assignment, direction, or selection of participating staff members shall be solely at the discretion of the participating party.
12. **Status of Employees.** Nothing herein shall be construed as creating the relationship of employer and employee between any staff members assigned to assist with the Project. All persons rendering Services hereunder shall be for all purposes employees of their respective entities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from this IGA shall be the responsibility of the jurisdiction that employs the staff provided.
13. **Termination.** This IGA may be terminated, with or without cause and at any time, by any party by providing thirty (30) days written notice of intent to the other Parties, provided, however, that management of all contracts and activities underway at the time of termination shall continue to be a responsibility of the PMT. All financial obligations committed to the Project by the terminating jurisdiction must be met prior to the effective termination of their participation in this IGA. If only one party terminates, the TAC or CAC shall be modified to reflect the remaining participants by eliminating the party from the pertinent advisory committee(s). Should three entities choose to terminate, this IGA shall be deemed null and void, and all remaining obligations and costs incurred shall be the liabilities of the participating entities. The final adoption of the Project by the individual parties, including the completion of all components listed in Section 2 above, hereto shall terminate this IGA.
14. **Indemnification.** Subject to the limitations of state law, each party agrees to indemnify, defend and hold harmless the other party and its officers, agents, employees and elected officials from any and all claims, liability, loss, and costs arising out of or resulting from the acts of the individual parties to this agreement, their officers, agents, employees and elected officials, including intentional or willful misconduct, in the performance of this IGA. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

- 15. **Insurance.** The Parties agree to each maintain insurance or self-insurance consistent with provisions of the Oregon Tort Claims Act, ORS 30.270 and customary for public agencies of the same size and type.
- 16. **Amendment.** This IGA may be amended at any time upon the written agreement of all Parties.
- 17. **No Third Party Beneficiaries.** Parties hereto do not intend by this IGA to assume any contractual obligations to any other parties and do not intend that there be any third-party beneficiary to this IGA.
- 18. **Assignment.** No party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Parties.
- 19. **Severability.** Should any provision of this IGA be rendered invalid by a court of competent jurisdiction or arbitrator with authority to render a provision invalid, it is agreed that every other part of the IGA shall remain in full force and effect.
- 20. **Counterparts.** This IGA may be signed in one or more counterparts, and each counterpart shall be deemed to be an original instrument.
- 21. **Judicial Review.** This IGA and its construction shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claims, action, suit or proceeding between the Parties that arises from or relates to this IGA shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon.
- 22. **Non-Waiver.** Failure of any party at any time to require performance of any provision of this IGA shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provisions.
- 23. **Entire Agreement.** This IGA constitutes the entire and integrated agreement between the Parties and may be modified or amended only by the written agreement of the Parties.
- 24. **Effective Date.** This IGA shall become effective upon full execution by all Parties as set forth below and will remain in effect until completion of the Project or until two years following the effective date, whichever occurs earlier.

CITY OF FAIRVIEW, OREGON

CITY OF WOOD VILLAGE, OREGON

By: _____
 Nolan Young
 Title: City Administrator

By: _____
 <Name>
 Title:

Date:

CITY OF TROUTDALE, OREGON

By: _____
<Name>

Title:

Date:

Date:

MULTNOMAH COUNTY, OREGON

By: _____
Deborah Kafoury

Title: County Chair

Date:

Attachments:

Exhibit 1: Plan Area Map

Exhibit 2: Exhibit A of the CET Grant Metro IGA

Exhibit 1: Plan Area Map

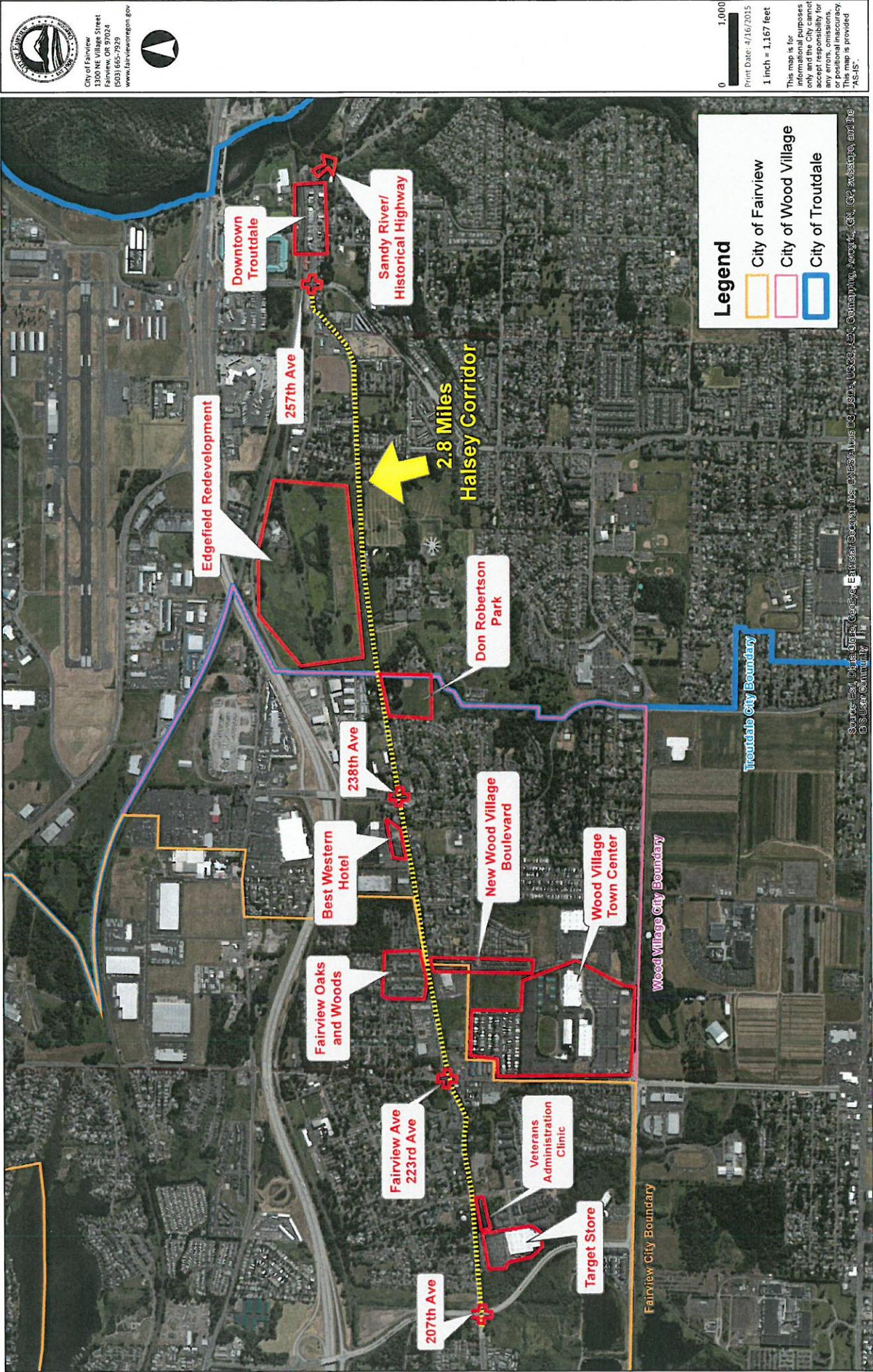


Exhibit A

IGA for Community Planning and Development Grants funded with CET Cities of Fairview, Wood Village, and Troutdale: Halsey Corridor Economic Development Study Milestone and Deliverables Schedule for Release of Funds

Milestone	Deliverable	Date Due*	Grant Payment
1	Execution of Grant IGA a) Signed Metro + City of Fairview IGA document	February 29th ³¹ , 2016	\$5,000
2	Project Startup a) RFP for consultant selection b) Hire consultant c) Scope of Work following consultant selection d) Draft Public Involvement Plan e) Kick-off meeting of Technical Advisory Committee (TAC) to include representation from ODOT, PBOT, Port of Portland, Metro, plus other interested parties f) Kick-off of Policy Advisory Committee (PAC) consisting of elected from each jurisdiction plus other interested parties g) Initial outreach to property owners and other potentially interested stakeholders h) Consultant management services (City Staff Consultant). i) Signed IGAs between City of Fairview + Multnomah County, City of Wood Village, City of Troutdale.	March 31, 2016	\$6,000

Milestone	Deliverable	Date Due*	Grant Payment
3	<p>Current Conditions and Inventory Report</p> <ul style="list-style-type: none"> a) Information gathered from previous studies relevant to this project b) Mapping, infrastructure, and property data c) Barriers and opportunities for development by location and type d) Zoning codes of each jurisdiction e) On-site fieldwork information f) Charrette (C-1) for consensus on project mission/goals g) Technical Memorandum 1 h) TAC/PAC review of current conditions report <p>a) Consultant management services (City Staff Consultant).</p>	May 31, 2016	\$21,000
4	<p>Background Analysis</p> <ul style="list-style-type: none"> a) Charrette (C-2) b) Strengths, Weakness, Opportunities, Threats (SWOT) analysis c) Inventory of potential conceptual strategies in response SWOT analysis d) TAC/PAC meeting e) Prepare Technical Memorandum 2 <p>b) Consultant management services (City Staff Consultant).</p>	July 31, 2016	\$25,500
5	<p>Community Visioning Findings</p> <ul style="list-style-type: none"> a) Charrette (C-3) b) Vision for how the corridor will look, function, and provide a unique identity for the three municipalities c) Principles, develop strategies, and arrive at design concepts for consideration d) Technical Memorandum 3 e) TAC/PAC meeting – review of Community Visioning Results <p>c) Consultant management services (City Staff Consultant).</p> <p>f) Mid-Term Progress Report to Metro.</p>	September 30, 2016	\$29,000

Milestone	Deliverable	Date Due*	Grant Payment
6	Draft Halsey Corridor Strategy a) Charrette (C-4) b) Long-term direction for the corridor that is shared by the three municipalities c) Strategy that enables flexibility for each municipality to shape strategies and implementation actions unique to their needs d) TAC/PAC meeting – review + acceptance of Draft Halsey Corridor Strategy e) Technical Memorandum 4 d) Consultant management services (City Staff Consultant).	November 30, 2016	\$25,000
7	Draft Implementation Plan a) Final Charrette (C-5) b) Specific list of projects c) TAC/PAC meeting – review + acceptance of Draft Implementation Plan d) Technical Memorandum 5 e) Consultant management services (City Staff Consultant).	January 31, 2017	\$24,500
8	Planning Commission Review + Recommendation a) Draft Corridor Strategy and Implementation Plan by Planning Commissions f) Consultant management services (City Staff Consultant).	February 28, 2017	\$5,000
9	Final Plan and Adoption g) Final plan for the Halsey corridor h) Adoption by Planning Commissions and City Councils of Fairview, Troutdale and Wood Village. i) Consultant management services (City Staff Consultant). j) Final Progress Report with performance measures and method of sharing best practices to Metro.	March 31, 2017	\$10,000
TOTAL PROJECT AMOUNT			\$151,000

* If the Grant contained any Funding Conditions, Grantee shall demonstrate satisfaction with those conditions at the applicable milestone or deliverable due dates. Due dates are intended by the parties to be hard estimates of expected milestone completion dates. If the City anticipates that a due date cannot be met due to circumstances beyond its control, it shall inform Metro in writing no later than ten (10) days prior to the due date set forth above and provide a revised estimated due date; and Metro and the City shall mutually agree upon a revision to the milestone due dates set forth in this Agreement.

NOTE: Metro reimbursement is \$112,000.00. Total project cost is \$151,000.00. Partner jurisdictions (Cities of Fairview, Wood Village, Troutdale, and Multnomah County) match:

- Financial match = \$15,000.00.
- In-kind match = \$24,000.00.