



RESOLUTION 2014-059

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH METRO REGARDING FUNDING TO HELP IMPLEMENT THE SOUTHWEST CORRIDOR SHARED INVESTMENT STRATEGY

WHEREAS, the City of Sherwood along with Metro, Tri-Met, ODOT, the cities of Portland, Lake Oswego, Durham, Beaverton, Tigard and Tualatin partnered to develop the Southwest Corridor Plan; and

WHEREAS, this partnership was formalized in the SW Corridor Steering Committee charter, signed by all agencies in 2011; and

WHEREAS, the Southwest Corridor Steering Committee completed Phase 1 by adopting the Shared Investment Strategy in June 2013; and

WHEREAS, since the adoption of the Shared Investment Strategy, the partners have been working to refine the high capacity transit (HCT) options in preparation for Phase 2; and

WHEREAS, Phase 2 will refine the projects and strategies identified in Phase 1 further, particularly high capacity transit, prior to commencing analysis of the environmental impacts of the Southwest Corridor Plan; and

WHEREAS, while it has been determined that HCT will not be brought to Sherwood as part of this project, access for Sherwood residents to HCT is a continuing interest and concern to the City which will be addressed through implementation of the Shared Investment Strategy; and

WHEREAS, recognizing the importance of implementing the Shared Investment Strategy, all partners, including Sherwood, have been asked to provide a financial contribution towards the Phase 2 work. The amount of the contribution is related to the direct benefit provided by the Phase 2 work, the population of Sherwood, and its jurisdictional resources; and

WHEREAS, Sherwood has been requested to contribute \$10,000 this fiscal year and this amount was included in the adopted budget; and

WHEREAS, an intergovernmental agreement (IGA) has been developed to document each party's understanding of the services to be performed and the obligations of each party during Phase 2.

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

Section 1. The Sherwood City Council hereby authorizes the City Manager to sign the IGA, attached as Exhibit 1.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 19th day of August 2014.



Bill Middleton, Mayor

Attest:


Sylvia Murphy, MMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT
TRANSPORTATION PROJECT FUNDING AGREEMENT**

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between the City of Sherwood, Oregon (“Sherwood”) and Metro, effective as of the date of last signature below.

RECITALS

- A. Sherwood is a jurisdiction organized under the laws of the State of Oregon.
- B. Metro is an Oregon metropolitan service district organized under the laws of the State of Oregon and the Metro Charter.
- C. The “Southwest Corridor” is a transportation corridor located between downtown Portland and Sherwood. Metro and its regional partners, including TriMet, have initiated a comprehensive land use and transportation planning study to create a plan that will identify and prioritize public investments in the Southwest Corridor (the “Southwest Corridor Plan” or “Plan”).
- D. The Southwest Corridor Plan is advancing in two phases. The first phase of the Plan is complete and resulted in the creation of the Southwest Corridor Shared Investment Strategy (the “Shared Investment Strategy”) endorsed by the Southwest Corridor Plan Steering Committee (“Steering Committee”).
- E. The Shared Investment Strategy identifies a need for enhanced local transit service, further study of high capacity transit (“HCT”) from Portland to Tualatin via Tigard, over 60 roadway and active transportation projects that support the transit and the land use vision endorsed by the Steering Committee (the “Land Use Vision”), over 400 parks and natural resource projects that support the Land Use Vision, and a toolkit of policies and incentives to support development characteristic of the Land Use Vision.
- F. During the second phase of the Southwest Corridor planning process (“Phase 2”), Metro will refine the projects and strategies identified in Phase 1, including the HCT element of the Shared Investment Strategy, which require refinement prior to commencing analysis of the environmental impacts of the Southwest Corridor Plan.
- G. Sherwood and Metro collaborated on Phase 1 of the Plan, as agreed in the Southwest Corridor Plan Charter adopted by the Steering Committee in December 2011 and endorsed by project partner jurisdictions. Now, Sherwood and Metro, along with the other partners on the SW Corridor Project desire to continue working together during Phase 2.
- H. Recognizing the importance of implementing the Shared Investment Strategy, all partners, including Sherwood, have been asked to provide a financial contribution

towards the Phase 2 work. The amount of the contribution is related to the direct benefit provided by the Phase 2 work, the population of Sherwood, and its jurisdictional resources.

- I. The parties are entering into this Agreement to document each party's understanding as to the services to be performed and obligations of each party during Phase 2.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. **FUNDS TO METRO.** Recognizing the importance of implementing the Southwest Corridor Shared Investment Strategy by further study, Sherwood shall pay Metro \$10,000. It is understood that this contribution is to study projects necessary to move the Shared Investment Strategy forward, including funding of a Draft Environmental Impact Statement. It is also understood that the City will likely be asked for an additional \$10,000 contribution on July 1, 2015 to complete the project. Within thirty (30) days of receipt of an invoice, Sherwood shall submit payment to Metro by check, or by wire transfer, pursuant to the instructions below. Metro will send an invoice 30 days after this Agreement is signed .

US Bank
Routing # 123000220
Metro General Account #153 695 167 277
**Notify Calvin Smith at 505-797-1612 by 12 p.m.
on the day prior to the wire**

2. Metro shall apply the funds, and all earnings on the funds while they are held by Metro, to pay for costs directly associated with the Phase 2 work including a focused refinement period, development of the Draft Environmental Impact Statement and of a Locally Preferred Alternative. Any funds and earnings that are not so applied shall be promptly returned to Sherwood.
3. Termination
 - a) This Agreement may be terminated by mutual written consent of both parties. If this Agreement is terminated while Metro holds any unexpended and unobligated SW Corridor Proceeds or earnings, Metro shall pay those proceeds and earnings to Sherwood promptly after termination and those proceeds and earnings shall be reallocated. Any termination of this Agreement shall not prejudice any rights or obligations

accrued to the parties prior to termination. If not earlier terminated, this Agreement shall terminate when Metro has completed the work to define a Locally Preferred Alternative.

b) If the Southwest Corridor Project is terminated while Metro holds any unexpended and unobligated SW Corridor funds or earnings, Metro shall pay the proportionate share of those proceeds and earnings to Sherwood promptly after termination and those proceeds and earnings shall be reallocated.

5. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change or terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent modification or change, if made shall be effective only in the specific instance and for the specific purpose given.

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Agreement.

SHERWOOD

METRO

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as form:

Approved as to form:
