



## RESOLUTION 2019-026

### **AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH METRO TO ACCEPT A 2040 PLANNING AND DEVELOPMENT GRANT TO FUND AN UPDATE TO THE BROOKMAN ADDITION CONCEPT PLAN**

**WHEREAS**, Metro has established the 2040 Planning and Development Grant program to assist communities in implementing our region's long-range vision, creating new housing and commercial opportunities, revitalizing town centers, developing employment areas, reducing barriers to equitable housing, and planning for future infrastructure and development in new urban areas; and

**WHEREAS**, the City of Sherwood applied for a 2040 Planning and Development Grant from Metro to prepare an update to the Brookman Addition Concept Plan; and

**WHEREAS**, Metro awarded the City of Sherwood a grant in the amount of \$100,000; and

**WHEREAS**, the City of Sherwood, MIG, and Metro have collaboratively developed an IGA that outlines each party's responsibilities and commitments and identifies a set of products and milestones that are in line with the City's grant request; and

**WHEREAS**, an IGA must be signed by the City and Metro to allow the project to proceed and the funds to be disbursed.

### **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 hereto as Exhibit A.

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

**Duly passed by the City Council this 16<sup>th</sup> of April, 2019.**

  
\_\_\_\_\_  
Keith Mays, Mayor

Attest:

  
\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder

**2040 PLANNING AND DEVELOPMENT GRANT  
INTERGOVERNMENTAL AGREEMENT  
Metro – City of Sherwood  
Brookman Addition Concept Plan Refinement**

This 2040 Planning and Development Grant Intergovernmental Agreement (this “Agreement”) 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 Sherwood, a municipal corporation, located at 2560 SW Pine Street, Sherwood, OR 97140 (the “City”). Metro and the City may be jointly referred to herein as the “Parties” or each, individually as a “Party”.

**RECITALS**

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, and is remitted to Metro pursuant to Intergovernmental Agreements to Collect and Remit Tax entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the City has submitted a 2040 Planning and Development Grant Request attached hereto as Exhibit A and incorporated herein (the “Grant Request”) for the Brookman Addition Concept Plan Refinement (the “Project”); and

WHEREAS, Metro has agreed to provide 2040 Planning and Development Grant Funds to the City for the Project in the amount of \$100,000 subject to the terms and conditions set forth herein (the “Grant Funds”), to be matched by a contribution of \$12,000 from the City and the Parties wish to set forth the timing, procedures and conditions for receiving the Grant Funds from existing CET funds for the Project.

**AGREEMENT**

NOW THEREFORE, the Parties hereto agree as follows:

1. **Metro Grant Award.** Metro shall provide the Grant Funds to the City for the Project as described in the Grant Request, subject to the terms and conditions specified in this Agreement and subject to any specific funding conditions recommended by the Metro Chief Operating Officer and adopted by the Metro Council in Resolution No. 18-4902.
2. **Project Management and Coordination.** The Parties have appointed the staff identified below to act as their respective Project Managers with the authority and responsibility described in this Agreement:

For the City:                    Erika Palmer  
   Planning Manager  
   City of Sherwood  
   22560 SW Pine St.  
   Sherwood, OR 97140  
   PalmerE@SherwoodOregon.gov  
   503-625-4208

For Metro:                   Tim O'Brien  
                                  Principal Regional Planner  
                                  Metro  
                                  600 NE Grand Avenue  
                                  Portland, OR 97232  
                                  Tim.O'Brien@oregonmetro.gov  
                                  503-797-1840

In the event the City needs to assign a new Project Manager other than the individual named above, the City will present in writing to Metro the qualifications and experience of the proposed new Project Manager. Metro shall have the opportunity to review the qualifications and may reject a proposed Project Manager who Metro deems unqualified.

3. **Mutual Obligations of both the City and Metro.** The Parties and their respective Project Managers will collaborate to oversee the successful implementation of the Project as follows:

(a) **Selection of Consultants.** The Project Managers will work together to identify consultants best qualified to perform the scope of work described in the Consultant Contract, attached hereto as Exhibit B. The Project Managers and any additional reviewers selected by the Parties will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the work required to successfully complete the Project.

(b) **Schedule of Milestones.** The Parties have agreed to a preliminary schedule of milestones for completion of the Project, which are attached hereto as Exhibit C (the "Milestones"). After the Project Managers have selected a consultant team as described in subsection 3(a), the Parties expressly delegate authority to the Project Managers to prepare a revised schedule of Milestones that will provide more detailed performance timelines for the Project ("Revised Milestones"), including specific consultant and/or City deliverables for each Revised Milestone, and establishing the amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Revised Milestone. The Parties agree that the Revised Milestones will replace the Milestones, and will become the final and binding Exhibit C to this Agreement ("Revised Exhibit C"), unless and until it is later amended as allowed under paragraph 9 of this Agreement. This IGA will be incorporated by reference into the contract between the City and the consultants hired for the Project.

(c) **Project Committee(s).** The Project Managers will jointly determine the role of the Project steering/technical/advisory committee(s), if any, and the composition of such committees or other bodies. Metro's Project Manager will participate as a member of any such committee.

4. **City Responsibilities.** The City shall perform the Work on the Project described in the Grant Request, attached as Exhibit A, and as specified in the Revised Milestones, subject to the terms and conditions specified in this Agreement and subject to any funding conditions recommended by the Metro Chief Operating Officer and adopted by the Metro Council in Resolution No. 18-4902. The City shall obtain all applicable permits and licenses from local, state or federal agencies or governing bodies related to the Project.

(a) **Use of Grant Funds.** The City shall use the Grant Funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the Revised Milestones as set forth in this Agreement. In the event that unforeseen conditions require adjustments to the Project scope, approach, or schedule, the City shall obtain Metro's prior written approval before implementing any revisions to the Project.

(b) Consultant Contract(s). After the Project Managers have selected the consultant team and completed a schedule of Revised Milestones as described above in section 3, the City shall enter into a contract(s) with the selected consultant team to complete the Work as described in the Revised Milestones. The contract(s) entered into by the City shall reference this Agreement, including the schedule of Revised Milestones set forth in Revised Exhibit C.

(c) Submittal of Grant Deliverables. Within 30 days after completing each Revised Milestone, the City shall submit to Metro all required deliverables for the Revised Milestone, accompanied by an invoice describing in detail its expenditures as needed to satisfy fiscal requirements. Deliverables must be submitted to Metro separately and sequentially; the City shall not submit additional deliverables and invoices to Metro for later milestones until Metro has reviewed and approved all prior deliverables under paragraph 5 of this Agreement.

5. Metro Responsibilities. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET grant commitments. Metro shall facilitate successful implementation of the Project and administration of Grant Funds as follows:

(a) Review and Approval of Grant Deliverables. Within 15 days after receiving the City's submittal of deliverables as set forth in Revised Exhibit C, Metro's Project Manager shall review the deliverables and either approve the submittal, or reply with comments and/or requests for further documentation or revisions that may be necessary. Metro shall have sole discretion in determining whether the deliverables submitted are satisfactory in meeting the grant objectives and requirements.

(b) Payment Procedures. Upon Metro Project Manager's approval of deliverables, invoices and supporting documents, 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 Revised Exhibit C within 30 days.

6. Project Records. The City shall maintain all records and documentation relating to the expenditure of Grant Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by the City for the Project. Records and documents described in this section shall be retained by the City for three years from the date of completion of the project, expiration of the Agreement or otherwise required under applicable law, whichever is later. The City shall provide Metro with such information and documentation as Metro requires for implementation of the 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 Grant Funds were expended, including records demonstrating how City 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 Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations.

7. 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. The 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.

8. Term. Unless otherwise terminated under paragraph 9, this Agreement shall be effective on the last date it is executed by the parties below, and shall be in effect until all milestones and deliverables have been completed, all required documentation has been delivered, and all payments have been made as set forth in Revised Exhibit C.

9. Termination. Metro may terminate this Agreement and cancel any remaining Grant Fund payments upon a finding by the Metro Chief Operating Officer that the City has abandoned its work on the Project or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the grant.

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

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

12. 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 Grant Funds.

13. 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 persons signing this Agreement have full power and authority to sign for the City and Metro, respectively.

Metro

City of Sherwood

By: \_\_\_\_\_  
Martha Bennett  
Metro Chief Operating Officer

By: \_\_\_\_\_  
Joseph Gall  
City Manager

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

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

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Nathan Sykes  
Metro Attorney

By: \_\_\_\_\_  
City Attorney

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

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

Attachments:

- Exhibit A – City’s Grant Request
- Exhibit B – Consultant Contract
- Exhibit C – Schedule of Milestones

## METRO CONTRACT 935488 - EXHIBIT C

### Brookman Addition Concept Plan Refinement

#### Project Milestones, Deliverables, and Disbursement of Grant Funds

	Project milestone and specified grant deliverables	Date due*	Matching contributions	Grant payment
1	<b>Execution of grant IGA</b> (Work initiated February 15, 2019) a) Preparation of project documents and negotiations b) Signed IGA document	March 31, 2019		
2	<b>Project consultants and contract scoping</b> a) Select consultant team b) Finalize consultant scope and contract c) Establish revised milestones and deliverables d) Establish performance measures	April 30, 2019	Project staff: \$ 1,000	
3	<b>Baseline analysis, County/ODOT and stakeholder meetings</b> a) Consultant review of Brookman Area Concept Plan materials b) Meeting #1 with County and ODOT staff c) Stakeholder meetings d) Summary document outlining findings from Plan materials and results of County/ODOT and stakeholder meetings e) Meeting #2 with County and ODOT staff	July 13, 2019	Project staff: \$ 3,000 Partner staff: \$ 200	Consultants: \$ 7,285
4	<b>Brookman Road alternatives</b> a) Conceptual designs for up to three Brookman Road alternatives including: <ul style="list-style-type: none"> <li>• Variations in horizontal or vertical alignments including connections to Highway 99W</li> <li>• Up to two cross sections</li> <li>• Potential bridge locations</li> <li>• Road alignment technical summary</li> </ul> b) Photo simulations or similar visual simulations c) Land use development scenarios incorporating varied development assumptions	December 14, 2019	Project staff: \$ 2,000 Partner staff: \$ 800	Consultants: \$ 27,785

## Exhibit C

### Continued

	d) Draft alternatives analysis technical memorandum			
5	<b>Mid-term review and performance measure check-in</b> a) Check-in with Metro staff			
5	<b>Traffic analysis on the three alternatives</b> a) Performance criteria include intersection operations, safety analysis, access spacing, network connectivity, roadway geometrics and cost estimates b) Sensitivity analysis for the 99W/Brookman Road intersection to evaluate proposed improvements in Sherwood West c) Planning level cost estimates and transportation improvements for each alternative d) Draft traffic analysis technical memorandum	December 14, 2019	Project staff: \$ 2,000 Partner staff: \$ 800	Consultants: \$ 40,000
6	<b>Open House</b> a) Open house present Brookman Road alternatives and results of traffic analysis to public b) Summary document of public input for planning commission and city council briefing c) Meeting #3 with County and ODOT	January 8, 2020	Project staff: \$ 500 Partner staff: \$ 200	Consultants: \$ 3,630
7	<b>Recommended alternative</b> a) Final alternatives analysis technical memorandum b) Final traffic analysis technical memorandum c) Recommended alternative report	April 31, 2020	Project staff: \$ 1,000	Consultants: \$ 3,300
8	<b>TSP findings</b> a) Findings for a TSP update for the recommended alternative Brookman Road design/designation	June 13, 2020	Project staff: \$ 500	Consultants: \$ 13,000

## Exhibit C

### Continued

9	<b>City Council adoption of recommended alternative</b>	August 31, 2020		Consultants: \$ 5,000
<b>GRANT PROJECT COMPLETION</b> <ul style="list-style-type: none"> <li>• All grant project deliverables submitted by grantee and approved by Metro</li> <li>• All required fiscal documentation submitted or retained on file as appropriate</li> <li>• Final reporting on grant performance measures submitted and approved by Metro</li> </ul>			<b>Total Grantee Match</b>	<b>Total Grant Funding</b>
			Project staff: \$ 10,000 Partner staff: \$ 2,000	Consultants: \$ 100,000
			<b>TOTAL: \$ 12,000</b>	<b>TOTAL: \$ 100,000</b>

NOTE: 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. Metro and the City shall mutually agree upon revisions to the milestone due dates set forth in this agreement.