

**2040 PLANNING AND DEVELOPMENT GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – City of Tigard
River Terrace 2.0 Comprehensive Planning**

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 Tigard, a municipality of the State of Oregon, located at 13125 SW Hall Blvd, Tigard, OR 97223 (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 application attached hereto as **Exhibit A** and incorporated herein (the “Grant Request”) for the comprehensive planning of the “River Terrace 2.0” territory added to the Metro Urban Growth Boundary (UGB) by Ordinance 23-1488 (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 \$700,000 subject to the terms and conditions set forth herein (the “Grant Funds”), 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 approved by the Metro Council in Resolution 23-XXXX and as described in the Grant Request, subject to the terms and conditions specified in this Agreement.
2. **Project Management and Coordination.** The Parties have appointed the staff identified below to act as their respective project managers (each a “Project Manager” and collectively “Project Managers”) with the authority and responsibility described in this Agreement:

For the City: **[City Representative]**
City of Tigard
971-438-7410
schuylerw@tigard-or.gov

For Metro: Glen Hamburg, Associate Regional Planner
 Metro
 600 NE Grand Avenue
 Portland, OR 97232
 971-666-1048
 glen.hamburg@oregonmetro.gov

Metro and the City may each designate an additional or replacement Project Manager by providing written notice to the other party.

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 is attached hereto as **Exhibit C** ("Schedule of Milestones"). After the Project Managers have selected a consultant team as described in subsection 3(a), the Parties each expressly delegate authority to their respective Project Managers to prepare a revised schedule of Milestones that will provide more detailed performance timelines for the Project, including specific consultant and/or City deliverables for each Milestone, and establishing the amount of Grant Funds to be disbursed by Metro upon satisfactory completion of each Milestone. The Parties agree that once the Milestones are supplemented and revised by the Project Managers in accordance with this subsection, **Exhibit C** shall be automatically amended and the revised Milestones will become final and binding on the Parties unless and until later amended as allowed under paragraph 10 of this Agreement.
- (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, and as specified in the Milestones, subject to the terms and conditions specified in this Agreement.

- (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 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 revision of the 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 Milestones as revised. The contract(s) entered into by the City shall reference this agreement and reflect the Scope of Work and the Milestones, as revised.

- (c) Submittal of Grant Deliverables. Within 30 days after completing each of the Milestones, the City shall submit to Metro all required deliverables for such Milestone, accompanied by an invoice describing in detail its expenditures as needed to satisfy fiscal requirements. Deliverables must be submitted to Metro as outlined in the Milestones, as revised; 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) Advisory Role. The Metro Project Manager shall take an active role as part of the Project Advisory Team and at the request of the City Project Manager will review and comment on draft project documents to communicate any concerns prior to the formal submission of the deliverables for each Milestone.
- (b) Review and Approval of Grant Deliverables. Within 15 days after receiving the City submittal of deliverables as set forth in the Milestones (as revised), 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. The Metro Project Manager shall determine whether the deliverables submitted are satisfactory in meeting the Scope of Work and the applicable Milestones.
- (c) Payment Procedures. 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 following the Metro Project Manager's approval of deliverables, invoices and supporting documents.

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 as 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.

7. Audits, Inspections and Retention of Records. Metro, together with its auditors and representatives, shall have reasonable access to and the right to examine all City records with respect to all matters covered by this Agreement during normal business hours upon three business days' prior written notice to the City. 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 the Milestones, as revised.

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.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute a single document. Electronic signatures, as well as copies of signatures sent by facsimile or electronic transmission, shall be deemed original signatures for all purposes and shall be binding on the Parties.

[Signature Page Follows]

METRO

THE CITY OF TIGARD

By: _____
Marissa Madrigal
Chief Operating Officer

By: _____
[City Representative]
XXXX

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
Carrie MacLaren
Metro Attorney

By: _____
XXXX
City Attorney

Date: _____

Date: _____

Attachments:

Exhibit A – Grant Request (“2040 Planning and Development Grant Application” and Budget)

Exhibit B – Request for Proposals (“Section 4 – Scope and Schedule of Work”)

Exhibit C – Schedule of Milestones