

RESOLUTION NO. 2451

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH FAIRVIEW AND WOOD VILLAGE TO COOPERATE WITH THE MAIN STREETS ON HALSEY SITE READINESS AND CODE UPDATE PROJECT

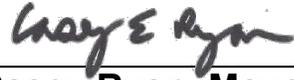
THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Troutdale, Fairview, and Wood Village are committed to the Main Streets on Halsey Site Readiness and Code Update Project remove development barriers on opportunity sites and provide a code framework that supports the desired development forms in each community and reinvestment in the Halsey Street corridor from Fairview Parkway east to the Sandy River along the Historic Columbia River Highway;
2. The City of Fairview on behalf of the three Cities, applied for a Metro Construction Excise Tax/ Community Planning and Development Grant to further the collaborative efforts to implement the Main Streets on Halsey Plan;
3. Metro awarded the City of Fairview a grant of \$200,000 for the Project and the Cities agree to a combined in-kind contribution of \$25,374 for staff time and \$3,000 in cash contributions to the Project, with the City of Troutdale contributing \$11,008 in in-kind staff time.
4. 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;
5. The Troutdale City Council desires to enter into an Intergovernmental Agreement to further the Project for the Main Streets on Halsey corridor

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

- Section 1. The City Manager is authorized to sign the Intergovernmental Agreement attached to this Resolution (Attachment A).

**YEAS: 7
NAYS: 0
ABSTAINED: 0**



**Casey Ryan, Mayor
Date: May 30, 2019**



**Sarah Skroch, City Recorder
Adopted: May 28, 2019**

**INTERGOVERNMENTAL AGREEMENT
CITIES OF FAIRVIEW, WOOD VILLAGE, AND TROUTDALE
Main Streets on Halsey Site Readiness and Code Update 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"

WHEREAS, the City of Fairview on behalf of the three Cities, applied for a Metro Construction Excise Tax/ Community Planning and Development Grant to further the collaborative efforts to implement the Main Streets on Halsey Plan; and

WHEREAS, the Cities are committed to the Main Streets on Halsey Site Readiness and Code Update Project remove development barriers on opportunity sites and provide a code framework that supports the desired development forms in each community and reinvestment in the Halsey Street corridor from Fairview Parkway east to the Sandy River along the Historic Columbia River Highway; and

WHEREAS, Metro awarded the City of Fairview a grant of \$200,000 for the Project; and

WHEREAS, the Cities agree to a combined in-kind contribution of \$19,366 for staff time and \$9,000 in direct financial contributions to the Project; and

WHEREAS, Metro and the City of Fairview are executing an intergovernmental agreement for the Project on May 15, 2019 (Metro IGA); 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 Main Streets on 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 Main Streets on Halsey Site Readiness and Code Update Project. The project is intended to encourage private investment and development along the Halsey Main Street corridor that will bring new housing, commercial destinations and job opportunities to serve area residents, employees and visitors and contribute to the main street identify.
- 2. Project Components.** The Parties will work together on the following Project components:
 - A. Task 1: Site Analysis. Convene the Opportunity Site property owners, staff, regulatory bodies, consultants and technical experts to identify the potential and desired development types for each site, and to create a detailed analysis of constraints that are preventing each site from being developed.

- A. Task 2: Environmental, Infrastructure, and Market Solutions. Work with the property owners and relevant agencies to implement the actions identified in Task 1. This may include drafting code changes, negotiating lot acquisition and consolidation, assisting with wetland mitigation, preparing initial site plans, developing a marketing plan, or other actions as identified in Task 1.
- B. Task 3: Development Code Amendments. Draft adoption-ready design and development standards for the three cities of Fairview, Wood Village and Troutdale. The code amendments will implement the development and urban design vision for the corridor and each community within the corridor; remove development code barriers to, and create incentives for, desired land uses; make the codes clear and predictable, and more unified between the three cities.

3. Project Outcome.

- A. Near-Term Development of Key Opportunity Sites: Sites that have long sat vacant due to development barriers become ready for detailed development plans and land use approvals. Tools applied to bring the four opportunity sites to development readiness provide case studies and lessons that may be applied elsewhere along the corridor.
- B. Clear Development Regulations that Support the Main Street Vision: Development Code in all three cities is clear, predictable, supportive of desired development types, and helps to create a built environment with a unique sense of place for the Main Street corridor.

4. Cities' Responsibilities

Share Project responsibility through the formation of a Project Management Team (PMT), which will be comprised of at least one staff member from each City, with one designated a coordinator from each City.

- i. Through the PMT, provide advisory support, guide the Project, review consultant deliverables, and coordinate with property owners, staff and stakeholders from the respective cities throughout the Project.
- ii. Share Project responsibility for completing deliverables and milestones as set forth in Exhibit A of the Metro IGA (attached as Exhibit 1).
- B. Agree that City of Fairview staff will be the overall project manager and primary contact with Metro staff and the Consultant.
- C. Provide coordination between the Consultant and opportunity site property representatives to complete the site readiness task.
- D. Support the consultant team in facilitating a public outreach process for the code update task, which may include identifying stakeholders, and publicizing and hosting meetings and events.
- E. Facilitate review and input by the HC3, including providing progress reports, and seeking feedback on consultant deliverables.

- F. 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.
- G. Assemble a Community Engagement Subcommittee as provided in section 7 below.
- H. 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 staff representative from each of the Cities.
 - b. One Metro staff member.
 - c. One Multnomah County Transportation Division staff member.
 - d. Two community business representatives.
 - iii. The Consultant Selection Committee will be of limited duration and disband upon completion of selection process and final contract approval.

5. City of Fairview Responsibilities

- A. Maintain communication with Metro staff on progress and updates regarding the Project.
- B. Be responsible for establishing all accounting, auditing, compliance, and similar activities necessary to meet all obligations of the Metro IGA. Manage the Consultant selection process, and approval and execution of the Consultant contract. This will include soliciting consultant team proposals from the attached Request for Proposal (RFP, attached to Exhibit 1); coordinating the Consultant Selection Committee's work; and following selection of the Consultant, creating a final Scope of Work (SOW) with the selected Consultant prior to contract approval.
- C. Serve as overall project manager and primary contact with Metro staff and the Consultant.
- D. Collect information from other Cities as needed for Consultant tasks.
- 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.

6. Advisory Committees Pursuant to Section 4 above, the following two committees will serve as advisors to this project:

i. The Halsey Community Collaborative Committee (HC3) will serve as the overall advisory committee for the project, responsible for listening to broader community input solicited through the project’s community engagement efforts, and providing feedback to staff and the consultant team.

B. The Technical Advisory Committee (TAC) will provide technical guidance throughout the Project and will include representation from:

- i. Staff from each of the Cities;
- ii. Staff Multnomah County Transportation Division and Metro
- iii. Staff from, partner agencies and organizations as needed based on the final scope of work

C. The Community Engagement Subcommittee will be convened to help conduct outreach to typically under-represented community members, with the goal of ensuring that public input is representative of the diverse cultures, economic backgrounds, ages, and interests in the three cities.

7. 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.

8. 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	\$6,000.00
City of Wood Village	Financial	\$3,000.00
City of Wood Village	In-Kind	\$8,366.00
City of Troutdale	In-Kind	\$11,008.00

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

At the agreed upon time, each jurisdiction shall submit to the City of Fairview’s grant management consultant a summary of their financial commitment to date.

- 9. 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 Cities. However, the assignment, direction, or selection of participating staff members shall be solely at the discretion of the participating party.
- 10. 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.
- 11. 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 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 Cities, including the completion of all components listed in Section 2 above, hereto shall terminate this IGA.
- 12. 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.
- 13. 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.
- 14. Amendment.** This IGA may be amended at any time upon the written agreement of all Parties.
- 15. 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.

- 16. 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.
- 17. 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.
- 18. Counterparts.** This IGA may be signed in one or more counterparts, and each counterpart shall be deemed to be an original instrument.
- 19. 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.
- 20. 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.
- 21. Entire Agreement.** This IGA constitutes the entire and integrated agreement between the Cities and may be modified or amended only by the written agreement of the Cities.
- 22. Effective Date.** This IGA shall become effective upon full execution by all Cities 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

By: _____
 Nolan Young
 Title: City Administrator

 Date:

CITY OF WOOD VILLAGE, OREGON

By: _____
 Bill Peterson
 Title: City Manager

 Date:

CITY OF TROUTDALE, OREGON

By: _____
 Ray Young
 Title: City Manager

 Date:

ATTEST:

Devree Leymaster, City Recorder

Attachments:

Exhibit 1: CET Grant Metro IGA

DRAFT