

POWELL-DIVISION TRANSIT AND DEVELOPMENT PLAN
(Phase 2)
MULTNOMAH DRAFT

Intergovernmental Agreement No. _____

This Intergovernmental Agreement (this “Agreement”) is between **Multnomah County** (“County”) and **Metro** (“Metro”), collectively referred to as the “Parties.” The Effective Date of this Agreement is July 1, 2015, regardless of the date signed by the Parties.

RECITALS

1. The County is a political subdivision of the State of Oregon.
2. Metro is an Oregon metropolitan service district organized under the laws of the State of Oregon and the Metro Charter.
3. The Powell-Division Transit and Development Project (the “Project”) is located between downtown Portland and Gresham. The 2035 Regional Transportation Plan update prioritized Powell-Division as one of the next corridors the region would examine for a high capacity transit¹ solution.
4. The County, the TriCounty Metropolitan Transportation District of Oregon (“TriMet”), Metro, and other affected governmental bodies collaborated on Phase 1 of the Project, which focused on a vision for the Powell-Division corridor (“PD Corridor”) by narrowing the mode, alignment, and terminus of the future high capacity transit.
5. High capacity transit elements of the Project for the PD Corridor were developed to a conceptual level with preliminary costs and impacts identified prior to potential further study in the Project development phase. The County participated in review, technical support, and decision making of Phase 1.
6. The Project is now in Phase 2, Project Development, with the Federal Transit Administration (“FTA”), which includes preliminary engineering, a finance plan, and environmental approval under the National Environmental Policy Act (“NEPA”) in order to inform the final recommendation of a locally preferred alternative plan (“LPA”) (collectively, the “Work”).
7. During Phase 2, Metro will refine the transit alternative and environmental approvals process under NEPA.

¹“High capacity transit” is public transit that has an exclusive right of way, a non-exclusive right of way or a combination of both. Vehicles make fewer stops, travel at higher speeds, have more frequent service and carry more people than local service transit such as typical bus lines.

8. Upon the completion of the planning process as provided herein, the County Board will consider the proposed LPA. , will preferred transit alternative. .
9. The Parties desire to enter into this Agreement to provide for the County's in kind contribution of services during the Phase 2 Project Development. ..

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. **IN KIND CONTRIBUTION.** Recognizing the importance of advancing Project Development, the County shall provide in-kind staff support services valued at \$130,000 (the "Contribution") toward reviewing and supporting Metro in the development of a preferred transit alternative, obtaining environmental approvals, preliminary engineering, creation of a finance plan, and implementing required policy updates to the Regional Transportation Plan, all as set forth in the attached Exhibit A to this Agreement (the "Work Plan").
2. The Contribution represents the County's FY 15/16 and FY 16/17 contribution to Metro's performance of the Work. The portion of the Work the County performs after the Project successfully enters into "Project Development" with the FTA will serve as local match for federal or state funds for the Project. The County shall track its staff efforts and will report in-kind costs incurred due to County staff work or other related expenses toward the Project, as requested by Metro. The form of these reports shall comply with all applicable state and federal grant requirements.
3. The County and Metro authorize Metro's Planning Director and the Multnomah County Department of Community Services Director to modify the Work Plan, upon mutual agreement, provided that there are no changes to the County's contribution, total cost of the Work nor substantial changes to the schedule covered by the Work Plan.
4. Termination
 - a) This Agreement may be terminated by mutual written consent of both parties. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
 - b) If not earlier terminated, this Agreement shall terminate when the Work is completed.
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.

MULTNOMAH COUNTY

METRO

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

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

Approved as form:

Approved as to form:

EXHIBIT A
Project Development Work Plan

[see attached]