

Exhibit A

City of Portland IGA # _____

INTERGOVERNMENTAL AGREEMENT**Tryon Creek Cove Study Area: Trail Master Plan for Tryon Creek State Natural Area to
Willamette River Greenway**

This Intergovernmental Agreement ("Agreement") dated this ____ day of _____, 2018 (the "Effective Date"), is by and between Metro, a municipal corporation, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736 ("Metro"), and City of Portland located at 1221 SW 4th Ave., Portland, Oregon, 97204 ("Portland") and City of Lake Oswego located at 380 A Ave., P.O. Box 369, Lake Oswego, Oregon 97034 ("Lake Oswego," and together with Portland, the "Cities").

RECITALS

WHEREAS, on July 22, 1992, the Metro Council adopted The Metropolitan Greenspaces Master Plan which outlined a regional system of trails and greenways which include the Willamette Greenway where the Tryon Cove Park site and future trail are located;

WHEREAS, the Willamette River Greenway Target Area is identified in both Metro natural areas funding measures (Ballot Measure 26-26, Open Spaces, Parks and Streams, and Ballot Measure 26-80, Natural Areas Bond Measure) as regionally significant due to its wildlife habitat values and contribution to water quality, and the target area also supports public access and trails where appropriate;

WHEREAS, portions of the Willamette River Greenway Target Area are located within property owned by Metro and the Cities; and

WHEREAS, Metro completed the "Lake Oswego to Portland Trail Plan" in 2010, which outlines a future "trail and streetcar" option for the Tryon Cove Park area; and

WHEREAS, the city of Lake Oswego adopted a trails and pathways master plan in 2003 which included the Tryon Cove Park area trail; and

WHEREAS, a potential trail will connect Oregon Parks and Recreation Department's Tryon Creek State Natural Area, east to the Willamette River Greenway, and southeast to Lake Oswego's Foothills Park and regional trail connecting to West Linn; and

WHEREAS, a key gap in the regional trails system will be filled if a trail were built in the Tryon Cove area to connect the Terwilliger Regional Trail to the Willamette River Greenway; and

WHEREAS, the land within the trail study area is approximately 12 acres and all the parcels are owned by the City of Lake Oswego, City of Portland, and Metro; and

WHEREAS, there are public right-of-ways/streets in the study area; and

WHEREAS, Metro has been awarded a federal transportation grant (MTIP) of \$100,000 to spend toward development of a trail master plan to begin in early 2018 for the Tryon Cove Park area; and

WHEREAS, Metro intends to provide a cash local match of \$11,445 and will serve as the project manager for the plan; and

WHEREAS, Metro will convene a Technical Advisory Committee ("TAC") to work with Metro to guide and oversee the planning process; and

WHEREAS, Lake Oswego and Portland will serve on the TAC along with other agencies and key stakeholders.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1) Intent, Interim Property Management, and Trail Master Plan

- a) The parties will jointly develop a master plan to recommend a regional trail alignment(s) from Tryon Creek State Natural Area on the west side of Hwy. 43/State St. at Terwilliger Blvd. to the existing trail in Foothills Park, which would include a proposed trail bridge over Tryon Creek.
- b) Until the trail and bridge are built, Metro, Portland, and Lake Oswego will manage, maintain, secure, and operate the Tryon Cove Park area in partnership as it is currently being carried out.
- c) The master plan will identify future roles and responsibilities related to ownership, management, maintenance and operation of a future regional trail and a bike/pedestrian bridge over the creek in Tryon Cove Park Area.
- d) The parties intend for the Technical Advisory Committee (TAC) to work with Metro on the Master Plan. Members of the TAC may include, among others: Metro, Lake Oswego, Portland, ODOT, Clackamas County, Oregon State Parks, Willamette Shoreline Consortium, Safe Streets Trust and Oregon Walks.

2) Master Plan Mutual Cooperation; Project Leads. Promptly following the Effective Date, Metro and the Cities, in consultation and cooperation with one another and with input from the TAC, will commence creating the Master Plan. The Master Plan may be subject to the approval of the Metro Council and the city councils of Portland and Lake Oswego. The Master Plan will be developed collaboratively, with Metro acting as project manager. Each party will participate in the Master Plan process at its sole cost, without financial support from the other parties unless set forth in a separate agreement. The Master Plan will set forth the types and levels of public uses and trails, improvement standards, and signage plans and standards, and future responsibilities of each party in regards to ownership, management, operation, and maintenance of the trail and Tryon Cove Park Area site after development.

- a) *Metro's Roles and Responsibilities.* Metro will serve as project manager for the Master Plan; convene and staff the TAC, and serve as the lead for public engagement activities. In addition, Metro will work with the Oregon Dept. of Transportation (ODOT) to hire a consultant to work on the Master Plan. The consultant will work under the supervision of the Metro project manager. The Master Plan will take an estimated 9-12 months to complete. Metro will be responsible for

the completion of the master plan and provide digital versions of the plan to Lake Oswego and Portland, and other project partners.

- b) *Cities of Lake Oswego and Portland's Roles and Responsibilities.* The Cities will participate in the Master Plan process and serve on the TAC. The Cities will provide at least one staff member to participate at all TAC meetings with Metro. Each City's TAC member will be responsible for coordinating the Master Plan effort with their respective city bureaus, land use and development permitting departments, environmental offices, neighborhood and citizen involvement offices and associations, governing and advisory bodies (e.g. city councils, parks and recreation committees, planning commissions), and with other projects impacting the site by city departments, etc.
- 3) **Term.** Unless modified or terminated as provided herein, this Agreement will continue in effect for five years, or until the Master Plan has been formally adopted by Portland City Council, Lake Oswego City Council and Metro Council. This Agreement is renewable by mutual written agreement for additional one-year terms. The parties may, by written agreement signed by each party, terminate all or a part of this Agreement based upon a determination that such action is in the public interest. Termination under this section is effective as provided for in the termination agreement. Termination will have no effect on ownership of the Properties.
- 4) **Termination for Cause.** Any party may terminate this Agreement in full, or in part, at any time if that party (the "terminating party") determines, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default (the "defaulting party"). The terminating party must promptly notify the defaulting party in writing of that determination and document such default. The defaulting party has thirty (30) days after delivery to cure the default described by the terminating party. If the defaulting party fails to cure the default within such thirty (30) day period, then this Agreement will terminate ten (10) days following the expiration of such thirty (30) day period.
- 5) **Indemnification.** Each party (the "indemnifying party"), to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30, shall defend, indemnify, and save harmless the other parties and each of their officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from the indemnifying party's performance of its obligations under this Agreement or actions taken by the indemnifying party pursuant to this Agreement.
- 6) **Insurance.** Each party agrees to maintain insurance levels or self-insurance in accordance with Oregon law, for the duration of this Agreement at levels necessary to protect against public body liability as specified by Oregon law.
- 7) **Laws of Oregon; Public Contracts.** The laws of the State of Oregon govern this Agreement. The parties agree to submit to the jurisdiction of the courts of the State of Oregon. All applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated by this reference as if such provisions were a part of this Agreement.
- 8) **Assignment.** No party may assign any of its rights or responsibilities under this Agreement without prior written consent from the other party, except that a party may delegate or subcontract to perform any of its responsibilities under this Agreement.

- 9) **Notices.** All notices or other communications required or permitted under this Agreement must be in writing, and be personally delivered (including by means of professional messenger service) or sent by both (1) electronic mail or fax, and (2) regular mail. Notices is deemed delivered on the date personally delivered or the date of such electronic or fax correspondence unless such delivery is on a weekend day, on a holiday, or after 5:00 p.m. on a Friday, in which case such notice is deemed delivered on the next following weekday that is not a holiday.

To Metro: Rod Wojtanik, Parks Planning Manager
Mel Huie, Regional Trails Coordinator
Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736
Phone: (503) 797-1846
Email: Rod.Wojtanik@oregonmetro.gov

To Portland: Amin Wahab, Westside Watersheds Program Manager
City of Portland Environmental Services
1120 SW 5th Avenue, Room 1000
Portland, OR 97204
Phone: (503) 823-7895
Email: amin.wahab@portlandoregon.gov

To Lake Oswego: Ivan Anderholm, Parks and Recreation Director
City of Lake Oswego
P.O. Box 369
Lake Oswego, OR 97034
Phone (503) 675-2548
Email: ianderholm@ci.oswego.or.us

- 10) **Severability.** If any covenant or provision of this Agreement is adjudged void, such adjudication does not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this Agreement.
- 11) **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations concerning the subject matter herein. No waiver, consent, modification, amendment, or other change of terms of this Agreement binds either party unless in writing and signed by both parties.
- 12) **Counterparts; Facsimile Execution.** This Agreement may be executed in counterparts, each of which, when taken together, constitute fully executed originals. Facsimile or e-mail signatures operate as original signatures with respect to this Agreement.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

CITY OF PORTLAND

METRO

By: _____
Michael Jordan, Director
Date: _____

Martha J. Bennett, Chief Operating Officer
Date: _____

Approved as to Form:

By: _____
Office of City Attorney

CITY OF LAKE OSWEGO

By: _____
Scott Lazenby, City Manager

Date: _____

Exhibit A: Map of Project Site

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Exhibit 1: Easement Boundary



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