

RESOLUTION NO. 3055

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON FOR THE ADJUSTMENT OF THE TRIMET DISTRICT BOUNDARIES AND AN ASSOCIATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WILSONVILLE AND THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON REGARDING FUTURE ADJUSTMENT OF TRIMET DISTRICT BOUNDARIES.

WHEREAS, prior to 1988, the City of Wilsonville ("City") was part of the Tri-County Metropolitan Transportation District of Oregon ("TriMet") service boundary; and

WHEREAS, the Wilsonville business community and the City recognized, in the 1980s, that TriMet offered minimal public transit service to the Wilsonville community while Wilsonville businesses paid significant payroll taxes to TriMet; and

WHEREAS, in 1988, the Wilsonville Innovative Transportation Association successfully petitioned TriMet to withdraw and form an independent City-owned transit system; and

WHEREAS, the City, through its South Metro Area Regional Transit Department ("SMART"), provides nationally recognized and award-winning public transit for the Wilsonville community and larger Portland and Salem-metro area regions; and

WHEREAS, SMART transit service is fare-free for in-city routes and the payroll tax rate paid by employers is 0.5% of wages earned within SMART's service boundary; and

WHEREAS, TriMet not only charges a fare for all its fixed-route services, it also charges a payroll tax rate of 0.8037% as of January 1, 2023 (a 60% increase over SMART's payroll tax rate); and

WHEREAS, according to TriMet, it currently collects approximately \$273,800 annually in payroll taxes from employers within the Wilsonville city limits while providing no transit service to those properties; and

WHEREAS, one of these employers is the State of Oregon through its Department of Corrections; and

WHEREAS, SMART currently offers service to these properties while receiving no payroll tax contribution because the City believes that public transit should be made available to all who seek to utilize it; and

WHEREAS, TriMet also currently collects nominal income through its payroll tax within the City of Wilsonville urban growth boundary (“UGB”) in the area known as Basalt Creek because the area is within TriMet’s service boundary; and

WHEREAS, as the Basalt Creek UGB area develops, properties will annex into the City of Wilsonville; and

WHEREAS, the Basalt Creek UGB area is identified by the Metro regional government as a Regionally Significant Industrial Area; and

WHEREAS, the City has invested significant resources in the planning and visioning of Basalt Creek with strategies to provide millions of dollars’ worth of infrastructural investments to spur industrial growth in the area that will offer high-wage commercial and industrial jobs; and

WHEREAS, the City’s investments in Basalt Creek, without a revision to the TriMet boundary, will lead to TriMet unfairly reaping the benefit of the City’s investments and employers’ high-wage job offerings without any plan to provide service commensurate with the services provided by SMART in other areas of Wilsonville; and

WHEREAS, TriMet will continue to unfairly and inequitably collect payroll tax from current and future properties within the City of Wilsonville unless TriMet’s boundary is adjusted; and

WHEREAS, the City has attempted, with no meaningful response from TriMet, for at least ten years to revise TriMet’s boundary so that properties within the city limits and the City’s UGB may be served by SMART; and

WHEREAS, SMART is the only municipal transit department within Metro’s boundary and bordering TriMet’s boundary, and thus, any agreements between, or actions by, the City and TriMet regarding an adjustment to TriMet’s boundary to address these issues are not precedential as to any other city or transit district within Metro; and

WHEREAS, due to TriMet’s unwillingness to engage the City to address the boundary issues, the City sought to introduce legislation to adjust TriMet’s boundary during the 2023 state legislative session; and

WHEREAS, HB 2666 (2023) was introduced to adjust TriMet’s boundary; and

WHEREAS, only after the introduction of HB 2666 were TriMet staff willing to meet with City staff to discuss alternative solutions regarding the boundary to avoid a legislative remedy; and

WHEREAS, TriMet staff, City staff, and the Mayor of Wilsonville met on January 9, 2023 to discuss the boundary issue; and

WHEREAS, in that meeting, TriMet made clear that it saw the path forward consisting of two steps; and

WHEREAS, the first step consisted of a withdrawal from the TriMet service boundary of the parcels that are currently within Wilsonville's city limits ("Step 1"); and

WHEREAS, the second step would be for the City to petition TriMet to withdraw the UGB area in 2026, the next time petitions may be considered under state statutes ("Step 2"); and

WHEREAS, TriMet staff stated, in the January 9, 2023 meeting, that there is a "per parcel process" for pulling out of the TriMet service area (Step 1), which is why the properties within the City of Wilsonville did not need to go through the petition process; and

WHEREAS, TriMet staff also stated in that meeting that they were not aware of any statutory reason the City would be prohibited from undertaking Step 2 (petition to withdraw process); and

WHEREAS, based on TriMet's representations regarding the processes available to the City to adjust the service boundaries, the parties left the meeting understanding that the next steps were for TriMet to draft an intergovernmental agreement ("IGA") to address Step 1 and a memorandum of understanding ("MOU") to address Step 2, which would work together to address all of the City's concerns; and

WHEREAS, since that January 9, 2023 meeting, it has become apparent that representations made by TriMet in the meeting were wholly inaccurate; and

WHEREAS, contrary to TriMet's representations, TriMet does not have a "per parcel process" to adjust its boundary, but rather can adjust its boundary however it sees fit at any time via ordinance adopted at a Board of Directors meeting, pursuant to ORS 267.207(1), which TriMet staff did not identify until January 26, 2023; and

WHEREAS, this statutory right means that TriMet could withdraw the parcels within the city limits and the entire Wilsonville UGB together via ordinance adopted by its Board, and thus a two-step process is not necessary; and

WHEREAS, only after City staff learned of TriMet's statutory authority did TriMet staff claim that its Board would not adopt such an ordinance, as opposed to could not do so; and

WHEREAS, when City staff received TriMet's draft IGA, TriMet staff failed to also provide a draft MOU, despite stating, in the January 9 meeting, that they would draft the MOU; and

WHEREAS, the execution of any IGA must be contingent on the contemporaneous signing of a MOU to ensure that both Step 1 and Step 2 are adequately addressed simultaneously; and

WHEREAS, the draft IGA sought to require the City to not only withdraw HB 2666, but also agree to never pursue a legislative remedy regarding TriMet's boundary; and

WHEREAS, the City Council is not legally allowed to bind successor Councils' decision-making regarding future legislative initiatives and so the City is legally barred from agreeing to such terms; and

WHEREAS, TriMet staff has stated that TriMet cannot agree to the deletion in the draft IGA of the City's agreement to never pursue a legislative remedy regarding TriMet's boundary; and

WHEREAS, since TriMet did not provide a draft MOU, City staff drafted a MOU for TriMet review; and

WHEREAS, when City staff began drafting the MOU, and reviewed the relevant statutes for petitioning to withdraw from TriMet, staff discovered that, contrary to TriMet's representations, the City cannot petition to adjust the boundary; and

WHEREAS, ORS 267.253(1) exclusively allows only electors within the affected area to file a petition to withdraw from the TriMet service boundary; and

WHEREAS, City staff reached out to TriMet staff about this issue and TriMet confirmed that the City would not be able to petition to withdraw, essentially undermining the entire premise of Step 2, which TriMet had stated the City could do at the January 9 meeting; and

WHEREAS, in an effort to salvage the negotiations despite these setbacks, City staff completed a draft of the MOU that left open who would petition for withdrawal; and

WHEREAS, when the City received the revisions to the MOU from TriMet, TriMet indicated, for the first time, that it plans to provide service in the UGB area; and

WHEREAS, TriMet's revision is completely contrary to the parties' discussions in the January 9 meeting where the City stated its intention to provide SMART service in the area and TriMet did not state any such plans to provide service; and

WHEREAS, one of the critical components of the TriMet Board approving a petition to withdraw is that TriMet does not have plans to provide service within the next five (5) years (e.g., by 2031 if the petition is filed in 2026), which is one of the criteria stated in ORS 267.257(3)(b); and

WHEREAS, the State of Oregon has pledged its commitment to pursuing equitable and climate-friendly policies, including, in particular, support for expansion of public transit service; and

WHEREAS, the City and SMART are committed to providing efficient and equitable transit that furthers local, state, and federal climate friendly goals and plans to fully transition its fleet to alternative fuels by 2028; and

WHEREAS, the City seeks to expand its equitable and climate-friendly public transit service within its city limits and UGB area; and

WHEREAS, if TriMet is willing to agree to the reasonable terms of the IGA and MOU, as drafted by the City, the City is confident that it will be able to undertake such an expansion.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. Findings. The City Council adopts by reference and incorporates as if fully set forth herein the above statements and the staff report accompanying this Resolution. The City Council finds that the IGA attached hereto as **Exhibit A** and the MOU attached hereto as **Exhibit B** reflect the City Council's terms and conditions for resolve the boundary dispute with TriMet that are in the best interest of the health, safety, and welfare of the City of Wilsonville community.

Section 2. The City Council authorizes the Mayor to execute an Intergovernmental Agreement between the City of Wilsonville and the Tri-County Metropolitan Transportation District of Oregon for the Adjustment of TriMet District Boundaries ("IGA") substantially similar to **Exhibit A** attached hereto and a Memorandum of Understanding between the City of

Wilsonville and the Tri-County Metropolitan Transportation District of Oregon Regarding Future Adjustment of TriMet District Boundaries substantially similar to **Exhibit B** attached hereto as contemporaneous with the execution of the IGA.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of March, 2023, and filed with the Wilsonville City Recorder this date.



JULIE FITZGERALD, MAYOR

ATTEST:



Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Linville	Yes
Councilor Berry	Yes
Councilor Dunwell	Yes

EXHIBITS:

- A. Intergovernmental Agreement between the City of Wilsonville and the Tri-County Metropolitan Transportation District of Oregon for the Adjustment of TriMet District Boundaries
- B. Memorandum of Understanding between the City of Wilsonville and the Tri-County Metropolitan Transportation District of Oregon Regarding Future Adjustment of TriMet District Boundaries

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WILSONVILLE AND THE TRI-COUNTY
METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
FOR THE ADJUSTMENT OF TRIMET DISTRICT BOUNDARIES**

This Intergovernmental Agreement (IGA) between the City of Wilsonville (Wilsonville), an Oregon municipal corporation, and the Tri-County Metropolitan Transportation District of Oregon (TriMet), an Oregon mass transportation district, also referred to herein as a “Party,” or “Parties,” is entered into on the date last executed below.

RECITALS

WHEREAS, TriMet is an Oregon mass transit district established pursuant to ORS Chapter 267 to provide transportation services within Washington, Multnomah and Clackamas counties, and Wilsonville is an Oregon municipal corporation located in Clackamas and Washington counties; and

WHEREAS, the Parties have authority to enter into this IGA pursuant to ORS Chapter 267 and ORS Chapter 190; and

WHEREAS, TriMet provides commuter rail service to Wilsonville by the Westside Express (WES), but does not currently provide transit service to any other areas within the Wilsonville city limits; and

WHEREAS, Wilsonville intends to undertake municipal investments and provide city services, including SMART transit services, to certain areas within its city limits and the TriMet transit district that are not currently served by TriMet; and

WHEREAS, Wilsonville has proposed House Bill 2666, which would statutorily remove certain areas from the TriMet transit district that are within Wilsonville’s city limits but not currently served by TriMet; and

WHEREAS, TriMet and Wilsonville wish to make a voluntary adjustment of the TriMet transit district boundary in order to exclude those areas of the transit district that are within the Wilsonville city limits but not served by TriMet;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which the Parties deem fair and reasonable, TriMet and Wilsonville make the following Agreements:

AGREEMENTS

1. **Withdrawal Ordinance**. At the next meeting of the Board of Directors of TriMet that occurs no sooner than fourteen days after the full execution of this IGA, TriMet agrees that it will submit a Withdrawal Ordinance pursuant to ORS 267.207(1) to its Board of Directors that shall adjust the boundaries of the transit district to exclude the Wilsonville areas known as Coffee Creek, SW Elligsen Road, and Frog Pond West from the TriMet

transit district. If the Board of Directors fails to adopt the Withdrawal Ordinance at that time, this Agreement will immediately terminate.

2. **Areas to be Withdrawn.** The Coffee Creek, SW Elligsen Road and Frog Pond West areas are shown generally on the attached Exhibit A map, and each is more particularly described on the attached Exhibit B. Both Exhibit A and Exhibit B have been prepared by Wilsonville and approved by TriMet.
3. **Legislation to be Withdrawn.** Wilsonville agrees that, not later than 30 days after the TriMet Board's adoption of the Withdrawal Ordinance, it will withdraw HB 2666.
4. **Payment to TriMet.** The Wilsonville City Council will consider a budget supplemental for the payment to TriMet contemplated in this Section 4 at its March 20, 2023 City Council meeting. If the budget supplemental is adopted by the City Council and the Withdrawal Ordinance is adopted by TriMet's Board, Wilsonville further agrees that, (a) not later than 30 days after the TriMet Board's adoption of the Withdrawal Ordinance or (b) not later than 10 days after the Wilsonville City Council adoption of the budget supplemental, whichever is later, Wilsonville will initiate an electronic funds transfer to TriMet for a one-time payment of \$2,738,000 (Two Million, Seven Hundred and Thirty-Eight Thousand Dollars) to TriMet, which the Parties agree constitutes a good-faith negotiation of fair and reasonable compensation for the current and estimated future tax revenue that TriMet anticipates receiving from the areas shown in Exhibit A and described in Exhibit B. If the Wilsonville City Council fails to adopt the budget supplemental, this Agreement will immediately terminate.
5. **Incorporation of Areas into SMART.** Wilsonville agrees that, after the adoption of TriMet's Withdrawal Ordinance, it will incorporate the areas shown on Exhibit A and described in Exhibit B into its SMART transit service territory and begin providing transit service to those areas.
6. **Collection of Payroll Tax.**
 - a. If Wilsonville initiates the electronic funds transfer described in Section 4 above by no later than March 31, 2023, TriMet will collect the payroll tax for the areas described in Exhibits A and B incurred through March 31, 2023. Thereafter, beginning on April 1, 2023, the payroll earned in the areas described in Exhibits A and B will be subject to the City of Wilsonville's payroll tax and will be collected by the City of Wilsonville.
 - b. If Wilsonville initiates the electronic funds transfer described in Section 4 above after March 31, 2023, TriMet will collect the payroll tax for the areas described in Exhibits A and B incurred through the end of the then-current quarter (e.g., June 30, 2023; September 30, 2023; or December 31, 2023). Thereafter, beginning on

the first day of the next quarter (e.g., July 1, 2023; October 1, 2023; or January 1, 2024), the payroll earned in the areas described in Exhibits A and B will be subject to the City of Wilsonville’s payroll tax and will be collected by the City of Wilsonville.

7. **Memorandum of Understanding.** Contemporaneous with the execution of this IGA, TriMet and Wilsonville will enter into a Memorandum of Understanding to guide their negotiations for future voluntary withdrawal of other areas near Wilsonville’s northern boundary from the TriMet transit district, pursuant to the adoption of a future Withdrawal Ordinance by the TriMet Board. A draft of the Memorandum of Understanding is attached hereto as Exhibit C. The fully executed Memorandum of Understanding must be substantially similar to Exhibit C.
8. **Right to Petition to Withdraw.** Nothing in this IGA shall preclude Wilsonville from initiating a petition pursuant to ORS 267.250 to 267.263 to withdraw other areas from the TriMet transit district.
9. **Right to Modify.** Nothing in this IGA shall preclude TriMet from otherwise modifying its service district boundaries pursuant to ORS 267.207 et seq., except to the extent such modification is related to or impacts the properties identified in Exhibits A and B.
10. **Designated Representatives.** Each Party designates the representative named below for all purposes of this IGA:

J.C. Vannatta
Executive Director
TriMet Public Affairs
1800 SW 1st Avenue, Ste. 300
Portland, Oregon 97201
Phone: (503) 962-XXXX
Email:
vannattj@trimet.org

Bryan Cosgrove
City Manager
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, Oregon 97070
Phone: (503) 570-1504
Email:
cosgrove@ci.wilsonville.or.us

The above-named representatives or their designees are authorized to give notices, execute amendments or terminate this IGA, and to cause any other act described herein to be implemented. Either Party may designate a different representative at any time by giving written notification to the other Party.

11. **Independent Contractors.** For the purposes of this IGA, each Party is an independent contractor and no representative, agent, employee or contractor of one Party shall be deemed to be an employee, agent or contractor of the other Party for any purpose. Nothing herein is intended, nor shall it be construed, to create any relationship of

principal and agent, partnership, joint venture or any similar relationship between the Parties.

12. **No Assignment.** Neither Party shall assign this IGA, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other Party.
13. **No Third-Party Beneficiary.** Except as set forth herein, this Agreement is solely between the Parties and nothing herein shall be construed to give or provide any benefit, direct, indirect or otherwise to any third-party beneficiary.
14. **Severability / Survivability.** If any provision of this IGA is found to be illegal or unenforceable, this IGA nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity shall survive any termination of this IGA.
15. **Compliance with Law.** The Parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this IGA, and if a Party is not in compliance with any such law, regulation, executive order or ordinance, it shall take immediate steps to gain compliance.
16. **Mutual Indemnity.** Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each Party shall hold harmless, indemnify and defend the other Party and its officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this IGA, including claims in favor of any person on account of personal injury, death, damage to property, or violation of law that arise or result from the negligent act or omission of the indemnitor, its officers, employees, or agents. All provisions concerning indemnity shall survive any termination of this IGA.
17. **Oregon Law.** This IGA shall be construed according to the laws of the State of Oregon. If any dispute arises from this IGA, the Parties shall negotiate in good faith to resolve the dispute. If the Parties are unable to resolve any dispute within fourteen calendar days, the Parties shall be free to engage in mediation, binding arbitration or to pursue any other legal remedy available.
18. **Jurisdiction and Venue.** Jurisdiction and venue for any legal action between the Parties that may arise from the performance or failure to perform any obligation described herein shall be in the Washington County Circuit Court or the United States District Court for the District of Oregon, located in Portland, Oregon. In any legal action between the Parties concerning this IGA, each Party shall bear its own attorney fees and costs.
19. **Entire Agreement.** This IGA constitutes the entire agreement between the Parties on the subject matter herein and supersedes all prior or contemporaneous written or oral

understandings, representations or communications of any kind. There are no understandings, agreements, or representations, oral or written, not specified herein concerning this IGA.

- 20. **Modification / Waiver.** This IGA may not be modified unless in a writing, signed by each Party. No waiver, consent, modification or change of terms of this IGA shall bind either Party unless in writing and signed by both Parties. The failure of a Party to enforce any provision of this IGA shall not constitute a waiver by a Party of that or any other provision.
- 21. **Interpretation.** This IGA shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision.
- 22. **Effective Date / Term.** This IGA shall be effective as of the last date executed below, and shall remain in effect until the completion of all obligations created herein or unless earlier terminated as provided in this IGA.
- 23. **Authority.** Each person signing below represents that he or she has the authority to sign this IGA on behalf of the Party for which each signs.

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement as of the last date written below.

Tri-County Metropolitan Transportation District of Oregon (TriMet)

Signature: _____

Title: _____

Date: _____

Approved as to form: _____
TriMet Senior Deputy General Counsel

City of Wilsonville

Signature: Julie Fitzgerald

Title: Mayor

Date: March 20, 2023

Approved as to form: J. Wil-H.
Attorney for City of Wilsonville

EXHIBIT A

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EXHIBIT B

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF WILSONVILLE AND THE TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON
REGARDING FUTURE ADJUSTMENT OF TRIMET DISTRICT BOUNDARIES**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the **City of Wilsonville**, an Oregon municipal corporation (“Wilsonville”), and **Tri-County Metropolitan Transportation District of Oregon**, an Oregon mass transportation district (“TriMet”), referred to collectively herein as the “Parties.”

RECITALS

WHEREAS, TriMet is an Oregon mass transit district established pursuant to ORS Chapter 267 to provide transportation services within Washington, Multnomah and Clackamas counties, and Wilsonville is an Oregon municipal corporation located in Clackamas and Washington counties; and

WHEREAS, the Parties have authority to enter into agreement(s) with each other pursuant to ORS Chapter 267 and ORS Chapter 190; and

WHEREAS, Wilsonville operates a municipal transit department, South Metro Area Regional Transit (“SMART”), that provides transit services within the Wilsonville city limits and connection services outside of its city limits in collaboration with other transit agencies, including TriMet; and

WHEREAS, Wilsonville seeks to establish its service area boundary consistent with its current city limits and projected future growth into its designated urban growth boundary (“UGB”); and

WHEREAS, TriMet and Wilsonville, contemporaneous with this MOU, are executing an intergovernmental agreement to pursue an adjustment of TriMet’s service district boundary to remove areas that are currently within Wilsonville city limits and not being served by TriMet, which areas are depicted in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, TriMet and Wilsonville seek to clarify the additional steps that will need to occur to petition the TriMet Board of Directors to further adjust the TriMet service district boundary in 2026 to remove the Wilsonville UGB area depicted in **Exhibit B** attached hereto and incorporated by reference herein, which is also not currently being served by TriMet; and

WHEREAS, while neither Party can commit to specific outcomes in the future, the Parties are generally supportive of Wilsonville’s pursuit of adding its UGB to its service area due to the significant planning, infrastructure, and financial investments Wilsonville is and will be making in its UGB; and

WHEREAS, the Parties acknowledge that Wilsonville’s current and future investments to support urbanized growth in the area depicted in **Exhibit B** that will eventually be incorporated

into the city limits, along with Wilsonville's commitment to providing public transit service in and surrounding its city limits, suggest that residents and businesses within the area depicted in **Exhibit B** will benefit from the extension of SMART's services in the area;

NOW, THEREFORE, incorporating all of the above Recitals by reference, the Parties desire to enter this MOU to begin resolution of the foregoing as follows:

1. Service of Area Proposed for Withdrawal. As of the Effective Date, TriMet is not aware of any future plans for TriMet to provide service to the area depicted in **Exhibit B**. TriMet will provide reasonable notice and make a good faith effort to fully inform Wilsonville if there is indication that TriMet may consider commencing service in the area depicted in **Exhibit B**. As of the Effective Date, the estimated revenue raised within the area depicted in **Exhibit B** is _____ for the three (3) most recent completed fiscal years.

2. Withdrawal Petition. Wilsonville may engage with electors in the area depicted in **Exhibit B** to file a petition to withdraw the area depicted in **Exhibit B** pursuant to the requirements of ORS 267.250 through 267.265. Should Wilsonville choose to pursue a withdrawal petition, the Parties will work collaboratively and share information with each other relevant to any petition filed regarding the withdrawal of the area depicted in **Exhibit B** for the purpose of transparency and ensuring the TriMet Board is fully informed of reasons for the proposed withdrawal.

2.1. Communication. Prior to the commencement of a withdrawal petition contemplated in Section 2, Wilsonville will send to TriMet's Executive Director of Public Affairs (or similar position if vacant or restructured) written notification of its intent to pursue a withdrawal petition and will designate a project manager to serve as its point person. Wilsonville, in its written notification, will provide the name and contact information of its project manager. Upon receipt of written notification from Wilsonville, TriMet will designate a project manager to serve as its point person and will similarly provide written notification to Wilsonville of its project manager's name and contact information. The Parties' project managers will coordinate regularly (at least monthly) regarding progress and issues encountered. At a minimum, this will consist of a phone call but may include in-person meetings as requested by either Party. The Parties will make a good faith effort in communicating and collaborating through the withdrawal process.

3. Review of Withdrawal Petition. If a petition to withdraw the area depicted in **Exhibit B** is filed with TriMet, TriMet will pursue the review and consideration of the withdrawal petition consistent with the requirements of ORS 267.250 through ORS 267.265. Should TriMet encounter any concerns or issues with the withdrawal petition, its project manager will contact Wilsonville's project manager to explain the issues with sufficient time for Wilsonville to provide any additional information or correct any errors.

4. Notices. Other than the written notifications provided in Section 2.1 above, notices regarding this MOU shall be deemed sufficient if deposited in the United States Mail, First Class, postage prepaid, addressed to the Parties as follows:

To Wilsonville: City of Wilsonville
Attn: City Manager
29799 SW Town Center Loop East
Wilsonville OR 97070

With a Copy To: City of Wilsonville
Attn: City Attorney
29799 SW Town Center Loop East
Wilsonville OR 97070

To TriMet: TriMet
Attn: Executive Director of Government Affairs
1800 SW 1st Avenue, Suite 300
Portland, OR 97201

With a Copy To: TriMet
Attn: General Counsel
1800 SW 1st Avenue, Suite 300
Portland, OR 97201

5. Termination. Either Party may terminate this MOU upon seven (7) business days' prior written notice to the other Party.

6. Miscellaneous Provisions.

6.1. Effective Date. This MOU is effective on the last date signed by the Parties below and remains in effect until terminated as provided herein.

6.2. Governing Law. This MOU is governed by the laws of the State of Oregon. Venue for any litigation shall be in the state circuit court of Washington County, Oregon.

6.3. Amendment. The terms of this MOU may be amended or supplemented by mutual agreement of the Parties. Any amendment or supplement shall be in writing, shall refer specifically to this MOU, and shall be executed by the Parties.

6.4. Good Faith and Cooperation. The Parties agree and represent to each other good faith, cooperation, and due diligence in the performance of all obligations of the Parties pursuant to this MOU.

6.5. Interpretation. As a further condition of this MOU, the Parties acknowledge that this MOU shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party.

6.6. Counterparts. This MOU may be signed in one or more counterparts, each of which shall be deemed an original and, when taken together, shall constitute one and the same document.

6.7. Authority. Each Party signing on behalf of TriMet and Wilsonville hereby warrants actual authority to enter into this MOU.


IN WITNESS WHEREOF, the Parties have, pursuant to official action of their respective governing bodies duly authorizing the same, caused their respective officers to execute this MOU on their behalf.

CITY OF WILSONVILLE

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON**

an Oregon municipal corporation


an Oregon mass transportation district

By: 
As Its: Mayor
Dated: 3/20/2023

By: _____
As Its: _____
Dated: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Amanda R. Guile-Hinman
City Attorney

Greg Skillman
Senior Deputy General Counsel

EXHIBIT A

[Placeholder]

EXHIBIT B

[Placeholder]