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**Intergovernmental Agreement
creating the
Clackamas County HB 2017 Transit Advisory Committee**

This agreement is made and entered into by the City of Sandy, a municipal corporation, City of Canby, a municipal corporation, City of Wilsonville, a municipal corporation, South County Transit District, a transit district under ORS Chapter 267, and Clackamas County, a corporate body politic (together the "Parties" and each a "Party") to establish the Clackamas County HB2017 (2017) Transit Advisory Committee.

RECITALS

1) WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

2) WHEREAS, House Bill 2017 (2017) (hereinafter, "HB 2017") and the Administrative Rules adopted by the State of Oregon require that the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), as the Qualified Entity for the three county region of Clackamas County, Multnomah County and Washington County, establish an advisory committee to advise and assist the TriMet Board of Directors in selecting plans or projects to be funded from the moneys received from the Oregon Department of Transportation ("ODOT"); and

3) WHEREAS, Trimet has requested that the transit providers within Clackamas County work together to form a Clackamas County HB 2017 Transit Advisory Committee to select plans and/or projects for the areas located outside of the TriMet service boundary in Clackamas County.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire on December 31, 2028 unless extended by mutual agreement of the Parties.
2. **Formation of the Clackamas County HB 2017 Transit Advisory Committee.**
 - A. The Parties voluntarily enter into this Agreement to establish an advisory committee to advise and assist the TriMet Board of Directors in selecting plans or projects to be funded from the moneys received from ODOT.
 - B. This advisory committee shall be known as the Clackamas County HB 2017 Transit Advisory Committee (the "Committee"). The Committee may formally change its name by adopting bylaws pursuant to Section 3 of this Agreement.

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C. The Committee shall include a minimum of 10 members.

3. **Bylaws.** The Committee shall establish bylaws which will, among other things, describe membership requirements, appointments, appointment of officers, member responsibilities, meeting notice and procedure, Committee operations, and bylaws amendment procedures.

4. **Party Membership.** Each Party to this Agreement shall provide at least one member to be included on the Committee. This member must either be the manager or director (or his or her designee) of the Party's transit provider. The member appointed must attend regularly scheduled meetings of the Committee. Where a member fails to attend meetings or otherwise participate in a manner that violates any adopted bylaws of the Committee, the Party represented by such member agrees to cooperate with the other Parties to appoint an acceptable replacement.

5. **Committee Meetings.** The Parties agree that meetings of the Committee shall be held no less than twice per year.

6. **Termination.**
A. If a Party breaches the Agreement, a non-breaching Party may give the breaching Party written notice of the breach. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the non-breaching Parties will vote whether to terminate the Agreement or to take other action as the non-breaching Parties deem appropriate. The decision of the non-breaching Parties is effective as of the date of the vote. Nothing herein shall prevent the Parties from meeting to mutually discuss this Agreement. Each Party shall use best efforts to coordinate with the other Parties to minimize conflicts.
B. Notwithstanding the foregoing, the Agreement may be terminated at any time by mutual agreement of all the Parties.

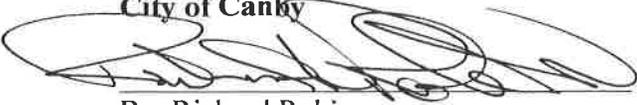
7. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
8. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date below.

Clackamas County
By: Jim Bernard
Its: Chair, Board of County Commissioners

Dated: June 29 2018
B-1.

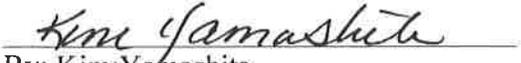
City of Canby



Dated: June 14, 2018

By: Richard Robinson
Its: City Administrator

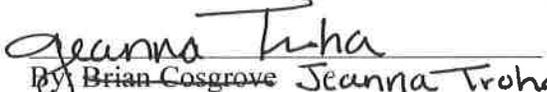
City of Sandy



Dated: June 18, 2018

By: Kim Yamashita
Its: City Manager

City of Wilsonville



Dated: June 15, 2018

By: ~~Brian Cosgrove~~ Jeanna Troha
Its: ~~City Manager~~ Assistant City manager

South Clackamas Transit District



Dated: June 18, 2018

By: ~~Fom Eskridge~~ KATHY ROBERSON
Its: Board Chairman
↓
VICE

