

**EXHIBIT 1**  
**RESOLUTION NO. 5579-21**

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN THE CITY OF TUALATIN AND TUALATIN DEVELOPMENT**  
**COMMISSION FOR THE PROVISION OF ADMINISTRATIVE AND DEVELOPMENT**  
**SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2021, between the City of Tualatin ("City") and the Tualatin Development Commission, and the Urban Renewal Agency for the City of Tualatin ("TDC"), and which together shall be referred to as the "Parties." This Agreement is entered into pursuant to ORS 190.010 to 190.110.

**RECITALS**

- A. The City is an Oregon municipal corporation organized under the laws of the State of Oregon.
- B. The TDC is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activity as authorized by ORS Chapter 457.
- C. The TDC has developed certain Urban Renewal Plans (the Plans), as defined by ORS 457.010(16), which have been approved by the City, pursuant to ORS 457.095, and has engaged in, and will be engaging in, redevelopment activities to effectuate these plans.
- D. The City has experience in the provision of the administrative services for local governments and in planning and constructing public improvements.
- E. The City desires, pursuant to ORS 457.320, to assist the TDC in the planning and carrying out of the Plans by providing all administrative and development services necessary and proper for carrying out the TDC's functions and the Plans.
- F. ORS 190.010 and ORS 457.320 authorize the City and the TDC, to enter into an intergovernmental Agreement whereby the City provides administrative and development services to the TDC.
- G. The Parties previously entered into a similar Agreement or Agreements for services and the Parties wish for this Agreement to supersede any and all prior understandings and Agreements, whether written or oral, between the Parties with respect to such subject matter.

NOW, THEREFORE, the Parties agree as follows:

**Section 1. Term and Termination.** This Agreement is effective upon the date of the last signature hereon, and continues in full force and effect until July 1, 2025, unless

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sooner terminated as provided herein. This Agreement automatically renews for additional terms of five (5) years each. This Agreement may be terminated at any time by either party by giving the other party not less than thirty (30) days' prior written notice of the intent to terminate this Agreement.

**Section 2. Duties of the City.** The City will provide administrative and development services to the TDC to allow the TDC undertake urban renewal activity as set forth in the adopted urban renewal plans, including, but not limited to: staff support for public meetings, including preparation of meeting notices, agendas and minutes; budget preparation and oversight; contract procurement and administration; real estate procurement and management; legal services, engineering, project management services, planning services, and other services related to project development. In so doing, the City will provide such services in compliance with the laws of the State of Oregon, and in accordance with the Plans and this Agreement.

**Section 3. Consideration.** The TDC will reimburse the City for all reasonable costs incurred by the City in providing administrative and development services pursuant to this Agreement. The City will provide to the TDC, on an annual basis, a statement of expenditures anticipated to be incurred by the City in providing administrative and development services pursuant to this Agreement. Personnel costs will be determined according to the City's cost allocation plan, annual budget, or such other documentation deemed acceptable to the TDC. The TDC will pay the anticipated costs based on a monthly basis (each month the TDC will pay to the City 1/12 of the total anticipated costs).

**Section 4. Indemnification.** City agrees to hold the TDC harmless from all claims, suits, or actions whatsoever which arise out of, or result from acts of the City, its officers, employees, and agents in providing the services pursuant to this Agreement.

**Section 5. Insurance.** Each party must maintain in force, at its own expense, worker's compensation insurance for all covered workers of that party in compliance with ORS 656.017, and general liability insurance in amounts not less than the amounts provided under the Oregon Tort Claims Act.

**Section 6. Amendments.** This Agreement may be altered, modified, supplemented, or amended by the written Agreement of the Parties. Any such alteration, modification, supplementation, or amendment is effective only in the specific instance and for the specific purpose given.

**Section 7. Waiver.** No waiver, consent, modification or change of terms of this Agreement will bind the Parties unless in writing and signed by both Parties and all necessary City approvals have been obtained.

**Section 8. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the

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Parties must be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**Section 9. Entire Agreement.** This Agreement sets forth the entire understanding between the Parties with respect to the subject matter contained in this Agreement.

**Section 10. Rescission of Prior Agreements.** This Agreement supersedes any and all prior understandings and Agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement. All prior agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement are rescinded in their entirety.

CITY OF TUALATIN

TUALATIN DEVELOPMENT COMMISSION

BY \_\_\_\_\_  
SHERILYN LOMBOS                      Date  
City Manager

BY \_\_\_\_\_  
SHERILYN LOMBOS                      Date  
TDC Administrator

APPROVED AS TO FORM

BY \_\_\_\_\_  
City Attorney