

**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: City Manager
Dated: _____

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]