INTERGOVERNMENTAL AGREEMENT
Metro Regional Trails:Intertwine Signage

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between Metro ("Metro") and the City of Tigard (the "City") effective as of the last date of signature indicated below.

RECITALS

1. Metro has received Surface Transportation Program funds for the design, fabrication and installation of wayfinding signs along three regional trails in the Portland Metropolitan area (the "Project"), and the City desires for Metro to install some of these wayfinding signs along the Fanno Creek Trail right of way located within the City (the "Trail").

2. By the authority granted in Oregon Revised Statutes (ORS) 190.010, local government agencies may enter into cooperative agreements with units of local government for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. The City hereby grants Metro and its contractors the right to enter onto and occupy Trail right of way for the installation of signage along the Trail. Before Metro installs a sign, the City and Metro will agree on the type of sign and the place where the sign will be installed on the Trail. This right of entry shall continue for so long as necessary for Metro to complete installation of the signage, and shall terminate upon completion of the installation, or by December 31st, 2014, whichever is sooner.

2. The City shall, at its own expense, maintain and operate the Project signs on the Trail right of way upon completion of the Project and throughout the useful life of the Project signs. Said maintenance shall be at a minimum level that is consistent with normal depreciation and/or service demand. Parties agree that the useful life of the Project signs is defined as twenty (20) years. The State of Oregon (the "State") may conduct periodic inspections during the life of the Project signs to verify that Project signs are properly maintained and continue to serve the purpose for which federal funds were provided. If the State determines that additional maintenance is necessary, the City agrees to perform such maintenance. Maintenance responsibilities shall survive any termination of this Agreement.

3. The City acknowledges and agrees that Metro shall have no liability for the quality or accuracy of the signage, and hereby releases Metro for any damages or loss of any kind, including without limitation, direct, indirect, special, consequential, or punitive

damages arising out of the use or installation of the signage, or related in any way to the information contained therein.

4. The City shall identify and grant Metro and its contractors all the required permits for the Project. If required, permit fees will be borne by Metro as a Project expense. Hazardous materials, archeological, and environmental investigations will also be borne by Metro as a Project expense.

5. Metro's Project Manager for this Project is Robert Spurlock, 600 NE Grand Avenue, Portland, OR 97232, 503-813-7560, robert.spurlock@oregonmetro.gov, or assigned designee upon individual's absence. Metro shall notify the other party in writing of any contact information changes during the term of this Agreement.

6. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together will 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 will constitute an original.

7. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

METRO	**CITY OF TIGARD**
By _____	By _____
Date 11.15.12	Date October 23, 2012