



# TUALATIN CITY COUNCIL MEETING

Monday, January 27, 2025

TUALATIN CITY SERVICES  
10699 SW HERMAN ROAD  
TUALATIN, OR 97062

Mayor Frank Bubenik  
Council President Valerie Pratt  
Councilor Maria Reyes    Councilor Bridget Brooks  
Councilor Christen Sacco    Councilor Cyndy Hillier  
Councilor Octavio Gonzalez

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To the extent possible, the public is encouraged to watch the meeting live on local cable channel 28, or on the City's website.

For those wishing to provide comment during the meeting, there is one opportunity on the agenda: Public Comment. Written statements may be sent in advance of the meeting to Deputy City Recorder Nicole Morris up until 4:30 pm on Monday, January 27. These statements will be included in the official meeting record, but not read during the meeting.

For those who would prefer to make verbal comment, there are two ways to do so: either by speaking in person or entering the meeting using the zoom link and writing your name in chat. As always, public comment is limited to three minutes per person.

Phone: +1 669 900 6833

Meeting ID: 861 2129 3664

Password: 18880

Link: <https://us02web.zoom.us/j/86121293664?pwd=SS9XZUZyT3FnMk5rbDVKN2pWbnZ6UT09>

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## **7:00 P.M. CITY COUNCIL MEETING**

### **Call to Order**

### **Pledge of Allegiance**

### **Announcements**

- [1.](#) Proclamation Declaring February 2025 Black History Month in the City of Tualatin
- [2.](#) Proclamation Declaring January 2025 as Blood Donor Month in the City of Tualatin

### **Public Comment**

*This section of the agenda allows anyone to address the Council regarding any issue not on the agenda, or to request to have an item removed from the consent agenda. The duration for each*

*individual speaking is limited to 3 minutes. Matters requiring further investigation or detailed answers will be referred to City staff for follow-up and report at a future meeting.*

## **Consent Agenda**

*The Consent Agenda will be enacted with one vote. The Mayor will ask Councilors if there is anyone who wishes to remove any item from the Consent Agenda for discussion and consideration. If you wish to request an item to be removed from the consent agenda you should do so during the Citizen Comment section of the agenda.*

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of January 13, 2025
2. Consideration of **Resolution No. 5861-25** Authorizing the City Manager to Execute an Intergovernmental Agreement Amendment with Washington County Regarding the Tualatin-Sherwood Road Widening Project
3. Consideration of **Resolution No. 5864-25** Authorizing the City Manager to Execute a Grant Agreement with the Oregon Department of Emergency Management for Emergency Management Equipment

## **Special Reports**

1. Annual Report of the Juanita Pohl Center Advisory Committee

## **General Business**

*If you wish to speak on a general business item please fill out a Speaker Request Form and you will be called forward during the appropriate item. The duration for each individual speaking is limited to 3 minutes. Matters requiring further investigation or detailed answers will be referred to City staff for follow-up and report at a future meeting.*

1. Consideration of **Resolution No. 5863-25** Awarding a Contract for Construction of Las Casitas Park Renovation.
2. Sidewalk Maintenance Program Discussion

## **Items Removed from Consent Agenda**

*Items removed from the Consent Agenda will be discussed individually at this time. The Mayor may impose a time limit on speakers addressing these issues.*

## **Council Communications**

## **Adjournment**

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Meeting materials, including agendas, packets, public hearing and public comment guidelines, and Mayor and Councilor bios are available at [www.tualatinoregon.gov/citycouncil](http://www.tualatinoregon.gov/citycouncil).

Tualatin City Council meets are broadcast live, and recorded, by Tualatin Valley Community Television (TVCTV) Government Access Programming. For more information, contact TVCTV at 503.629.8534 or visit [www.tvctv.org/tualatin](http://www.tvctv.org/tualatin).

In compliance with the Americans with Disabilities Act, this meeting location is accessible to persons with disabilities. To request accommodations, please contact the City Manager's Office at 503.691.3011 36 hours in advance of the meeting.



# Proclamation

**WHEREAS**, Black History Month serves as a celebration and a potent reminder that Black history is American history; Black culture is American culture; and Black stories are interwoven into the fabric of American – our struggles, our progress, our dreams; and

**WHEREAS**, Historian Carter G. Woodson launched Black History Week in 1926 to recognize the significant contributions of African Americans during the 2<sup>nd</sup> week of February. Congress Expanded it to National Black History Month 50 years later; and

**WHEREAS**, the theme for Black History Month in 2025 is African Americans and Labor, as 2025 marks the 100-year anniversary of the creation of the Brotherhood of Sleeping Car Porters and Maids, which was the first Black union to receive a charter in the American Federation of Labor; and

**WHEREAS**, the theme intends to encourage broad reflections on intersections between Black people’s work and their workplaces in all their iterations and key moments, themes, and events in Black history and culture across time and space and throughout the U.S., Africa, and the Diaspora; and

**WHEREAS**, during Black History Month all are encouraged to reflect on the rich history and teachings of African-Americans and bear witness to the progress, beauty, and achievements they have made throughout society.

**NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon** that Tualatin recognizes February 1 through February 28, 2025 as Black History Month and calls upon the people of Tualatin to observe this month with appropriate programs, activities, and reflections and to continue our efforts to create a world that is more just, equitable, and prosperous for all.

INTRODUCED AND ADOPTED this 27<sup>th</sup> day of January, 2025.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
Mayor

ATTEST:

BY \_\_\_\_\_  
City Recorder





# Proclamation

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**WHEREAS**, regular blood donations are a critical resource for local hospitals and health systems to provide lifesaving care for their communities and only 3% of the eligible US population donates blood each year; and

**WHEREAS**, the month of January historically is a period of critical blood shortages. Blood centers like Bloodworks Northwest continue to face a decline in donor turnout during the holidays, with many donors falling ill during cold and flu season; and

**WHEREAS**, on December 31st, 1969, the president of the United States, Richard Nixon, signed a proclamation designating January as National Blood Donor Month. This observance is meant to honor voluntary blood donors and to encourage more people to give blood; and

**WHEREAS**, the mission of Bloodworks Northwest is saving lives through research, innovation, education, and excellence in blood, medical, and laboratory services in partnership with our community. As part of this mission, Bloodworks Northwest supplies 95 percent of the Pacific Northwest's blood; and

**WHEREAS**, the Legacy Meridian Park Medical Center has partnered with Bloodworks Northwest to provide pop-up blood donation opportunities where the community can give blood throughout the year to support local patients.

**NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon** that January 2025 is Blood Donor Month. We encourage all residents to give back by donating, volunteering, or giving blood. This lifesaving work is vital to a strengthening our community's resilience.

INTRODUCED AND ADOPTED this 27<sup>th</sup> day of January, 2025.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
Mayor

ATTEST:

BY \_\_\_\_\_  
City Recorder





# CITY OF TUALATIN

## *Staff Report*

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Nicole Morris, Deputy City Recorder

**DATE:** January 27, 2025

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**SUBJECT:**  
Consideration of Approval of the Work Session and Regular Meeting Minutes of January 13, 2025

**RECOMMENDATION:**  
Staff respectfully recommends the Council adopt the attached minutes.

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**ATTACHMENTS:**

- City Council Work Session Meeting Minutes of January 13, 2025
- City Council Regular Meeting Minutes of January 13, 2025



# TUALATIN CITY COUNCIL

## OFFICIAL WORK SESSION MEETING MINUTES FOR JANUARY 13, 2025

**PRESENT:** Mayor Frank Bubenik, Council President Valerie Pratt, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Cyndy Hillier, Councilor Christen Sacco, Councilor Octavio Gonzalez

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### **1. Council Committee Assignments**

Mayor Bubenik reported that Council members are satisfied with their current committee assignments based on feedback.

Councilor Reyes suggested that every committee include an alternate member to ensure representation and continuity. The Council agreed and proceeded to assign alternates to the respective committees.

The newly designated alternate assignments are as follows:

- Arts Advisory Committee: Cyndy Hillier
- Core Area Parking District Board: Council President Valerie Pratt
- Metropolitan Area Communications Commission (MACC): Bridget Brooks
- Regional Water Providers Consortium: Christen Sacco
- Washington County Consolidated Communications Agency: Octavio Gonzalez
- Willamette River Water Coalition: Octavio Gonzalez

### **2. Recurring Proclamations for 2025.**

City Manager Sherilyn Lombos presented the annual proclamations for Council approval, explaining the different tiers of proclamations. Manager Lombos requested Council's approval of the presented list of proclamations.

Councilor Brooks inquired about the inclusion of Black History Month and Martin Luther King Jr. Day, requesting that they be added to the list. Manager Lombos noted that these proclamations had not been previously adopted so they would need to go through the approved process.

Councilor Sacco expressed support for adding the requested proclamations.

Councilor Hillier asked if recognizing these holidays would necessitate including other holidays not currently on the list. Councilor Brooks stated she was open to considering additional recognitions if the Council wished.

Council President Pratt voiced her support for including Black History Month, and Councilor Reyes agreed.

Councilor Brooks also suggested adding Women's History Month. Councilor Sacco requested to review a sample proclamation before granting approval.

Council reached a consensus to approve the list of proclamations as presented, with the addition of Black History Month.

### **3. Proclamation Requests.**

Bloodworks Northwest requested that the Council proclaim January as Blood Donor Month. Council reached a consensus in support of issuing the proclamation.

Hindu Swayamsevak Sangh sought a proclamation for their Health for Humanity Yogathon campaign. Council reached a consensus to invite representatives to speak about their event during public comment in lieu of granting the proclamation request.

### **4. Council Meeting Agenda Review, Communications & Roundtable.**

Councilor Sacco thanked those who attended the Swearing-In Ceremony.

Councilor Hillier also thanked those who attended the Swearing-In Ceremony and reported that she attended the Washington County Consolidated Communications meeting.

Councilor Reyes stated that she attended the Council Committee on Advisory Appointments meeting.

Councilor Brooks reported attending the Arts Advisory Committee meeting, the Chamber Breakfast, the Chamber of Commerce Titanium Committee meeting, and the Policy Advisory Board meeting. She also extended well wishes to those affected by the fires in California.

Council President Pratt thanked those who attended the Swearing-In Ceremony. She stated that she attended the Tualatin Police Foundation events, including Shop with a Cop and Toys in the Trunk, as well as the C4 meeting.

Mayor Bubenik stated he met with Congresswoman Silanes' staff, attended the Washington County Coordinating Committee meeting, and participated in the Mayors Meeting with Chair Harrington.

### **Adjournment**

Mayor Bubenik adjourned the meeting at 6:42 p.m.

Sherilyn Lombos, City Manager

\_\_\_\_\_ / Nicole Morris, Recording Secretary



\_\_\_\_\_ / Frank Bubenik, Mayor



# CITY OF TUALATIN

## Staff Report

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Mike McCarthy, City Engineer

**DATE:** January 27, 2025

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**SUBJECT:**

Authorize The City Manager To Execute An Intergovernmental Agreement (IGA) Amendment With Washington County Regarding The Tualatin-Sherwood Road Project.

**RECOMMENDATION:**

Staff recommends Council authorize the City Manager to execute the IGA Amendment

**EXECUTIVE SUMMARY:**

In the Spring of 2022 Council authorized and the City Manager executed an IGA with Washington County for the Tualatin-Sherwood Road Widening Project. This project is widening Tualatin-Sherwood Road from Teton Avenue to Langer Farms Parkway in Sherwood, and includes two travel lanes in each direction, a center turn lane, multi-use paths on both sides for walking and cycling, storm drainage, and landscaping among other improvements. The County is currently constructing this project and is on schedule to complete it in 2025.

The City has existing water and sewer pipes, valves, and other utility facilities in and under Tualatin-Sherwood Road that are being relocated to accommodate this road widening. Per existing Intergovernmental Agreements, this utility relocation is the City's responsibility. The IGA included the City paying the County \$883,029 to have the County's contractor relocate this infrastructure while they are doing the road work. The construction bids for this relocation work came in higher than originally estimated. As the project has progressed, the contractor has unearthed some locations where additional utility relocation is needed. In addition, as the contractor has unearthed the City utility infrastructure, opportunities have been identified to update or replace existing substandard water infrastructure (such as old pipes and valves), and this can be done more efficiently as part of this project. These items, along with some contingency for additional construction costs/needs, bring the IGA City cost amount to \$1,853,635.

Staff have reviewed the work itemization and cost estimates and have concluded that these work items need to be completed, they would be most efficiently completed by the County's contractor as part of this project, and that these cost estimates are reasonable. Staff (along with a hired engineering firm) intend to oversee this construction and will work with the County to ensure it is done properly and efficiently.

**FINANCIAL IMPLICATIONS:**

Transportation Development Tax funding can and will be used for the cost of the relocation work necessary for the road project to proceed. Water funds will be used for additional costs to update or replace water infrastructure.

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**ATTACHMENTS:**

- IGA Amendment
- Original 2022 IGA

RESOLUTION NO. 5861-25

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT AMENDMENT WITH WASHINGTON COUNTY FOR THE TUALATIN-SHERWOOD ROAD WIDENING PROJECT.

WHEREAS, the City of Tualatin is an Oregon municipal corporation;

WHEREAS, Washington County is a political subdivision of the State of Oregon;

WHEREAS, ORS 190.010 authorizes the City and County to enter into an intergovernmental agreement;

WHEREAS, in the Spring of 2022 the City entered into an Intergovernmental Agreement with the County including relocating City water and sewer infrastructure in conjunction with a County project to widen Tualatin-Sherwood Road from SW Teton Avenue to SW Langer Farms Parkway.

WHEREAS, Construction costs have exceeded initial cost estimates to perform this work and opportunities have arisen to improve City infrastructure; and

WHEREAS, it is the mutual desire of the City and County to amend the existing Intergovernmental Agreement to cooperate in construction of the Tualatin-Sherwood Road Widening Project.

WHEREAS, the City finds it necessary and desirable for the continued growth, safety and welfare of the community that the aforementioned water and sewer work be performed as this transportation project is constructed.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

**Section 1.** The City Manager is authorized to amend an Intergovernmental Agreement with Washington County for the Tualatin-Sherwood Road Widening Project, which is attached as Exhibit 1, and incorporated by reference.

**Section 2.** The City Manager is authorized to make administrative modifications to the Intergovernmental Agreement to fully implement its intent.

**Section 3.** This resolution is effective upon adoption.

Adopted by the City Council this 27<sup>th</sup> day of January, 2025.

CITY OF TUALATIN, OREGON

ATTEST:

BY \_\_\_\_\_  
Mayor

BY \_\_\_\_\_  
City Recorder

**AMENDMENT NO. 1 TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
WASHINGTON COUNTY AND THE CITY OF TUALATIN**

**FOR PUBLIC UTILITY IMPROVEMENTS ON SW TUALATIN SHERWOOD ROAD**

This **Amendment No. 1** is made and entered between Washington County, acting by and through its Elected Officials, hereinafter referred to as “COUNTY”, and the City of Tualatin, a municipal corporation, acting by and through its City Council, hereinafter referred to as “CITY.” (collectively “the Parties”).

**WITNESSETH**

**ARTICLE 1 RECITALS**

1. COUNTY and CITY entered into an Intergovernmental Agreement (“IGA”) on or about May 27, 2022, that provided for the cooperative construction and inspection of various waterline and related improvements benefiting CITY as part of the County’s planned improvements to SW Tualatin Sherwood Road; and
2. Since the execution of the IGA, additional utility conflicts were identified which required updates to the overall scope and fee to include additional CITY waterline improvements as part of the Waterline Work, and the City Project Manager has changed; and
3. The Parties desire to enter into this Amendment No. 1 to the IGA to modify the scope of the Waterline Work and clarify the financial contributions for the Waterline Work to be paid by CITY.

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals and in consideration of the terms, conditions and covenants set forth below, the Parties hereto agree as follows:

**ARTICLE 3 – CITY OBLIGATIONS**

Provision 3.1 is replaced in its entirety as follows:

- 3.1 CITY hereby designates Mike McCarthy as CITY Project Manager for the CITY PROJECTS and the CITY representative responsible for coordination of the CITY PROJECTS with COUNTY pursuant to this Agreement.

**ARTICLE 4 - COMPENSATION**

Provision 4.2 is replaced in its entirety as follows:

**4.2 CITY PROJECTS**

4.2.1 The CITY shall pay an estimated total of \$1,853,635 for the cost of construction of the WATERLINE PROJECT and SANITARY SEWER PROJECT, as described in Section 1.2 and Section 1.3. Specific WATERLINE PROJECT and SANITARY SEWER PROJECT costs are shown in Exhibit A and are estimated as follows:

i.	Waterline and Sanitary Sewer Construction Costs	\$ 1,519,373
ii.	Construction Administration and Management (10% of i)	\$ 151,937
iii.	<u>Mobilization &amp; Traffic Control (12% of i)</u>	<u>\$ 182,325</u>
	<b>TOTAL</b>	<b>\$ 1,853,635</b>

Items ii and iii shall be calculated as a lump sum calculation on the actual costs to the COUNTY after COUNTY makes final payment to the construction contractor for the CITY PROJECTS.

Except to the extent as modified by this Amendment No. 1, all other terms and conditions of the IGA remain valid, in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

**WASHINGTON COUNTY, OREGON**

\_\_\_\_\_  
DEPUTY COUNTY ADMINISTRATOR

DATE: \_\_\_\_\_

\_\_\_\_\_  
RECORDING SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

**CITY OF TUALATIN, OREGON**

\_\_\_\_\_  
CITY MANAGER

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY RECORDER

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
WASHINGTON COUNTY AND THE CITY OF TUALATIN**

**FOR PUBLIC UTILITY IMPROVEMENTS ON SW TUALATIN SHERWOOD ROAD**

THIS INTERGOVERNMENTAL AGREEMENT is entered into between Washington County, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "COUNTY"; and the City of Tualatin, a municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY."

**RECITALS**

1. WHEREAS, ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and
2. WHEREAS, on October 4, 2016 the Washington County Board of Commissioners approved Resolution and Order No. 16-129 establishing the MSTIP 3e Funding Program, which identified twenty-three (23) multi-modal transportation improvement projects on County facilities; and
3. WHEREAS, the MSTIP 3e Funding Program includes capacity enhancements on SW Tualatin Sherwood Road, specifically SW Tualatin Sherwood Road between SW Teton Avenue and SW Langer Farms Parkway (Project 318); and
4. WHEREAS, CITY, consistent with the powers and purposes of city government, finds it necessary and desirable for the continued growth, safety and welfare of the community that the aforementioned transportation project will be constructed as soon as practicable; and
5. WHEREAS, the CITY agrees to relocate waterline and sanitary sewer utilities to accommodate the COUNTY's transportation improvements, and agrees to pay for such requested work; and
6. WHEREAS, the CITY and COUNTY have agreed to cooperate in the relocation and construction of the CITY's waterline and sanitary sewer improvements and combine the CITY'S waterline and sanitary sewer improvements into a single construction project with the COUNTY's transportation improvements to reduce construction costs and the impacts of construction on the public by reducing the number of road closures and detours needed to accomplish the work identified and by reducing the duration of construction activities; and
7. WHEREAS, under such authority, it is the mutual desire of the COUNTY and CITY to enter into this Intergovernmental Agreement to cooperate in relocation and construction of the



Washington County-City of Tualatin Agreement for Utility Improvements on SW Tualatin Sherwood Road (Teton Ave-Langer Farms Pkwy)

CITY'S waterline and sanitary sewer improvements, and to allocate responsibilities as detailed below;

## **AGREEMENT**

NOW THEREFORE, the premise being in general as stated in the foregoing recitals, and in consideration of the terms, conditions and covenants as set forth below, the parties hereto agree as follows:

### **1. PROJECT DESCRIPTION**

- 1.1 The COUNTY SW Tualatin Sherwood Road project (Project 318) will include: design and construction of improvements including road widening, curbs, sidewalks, bike lanes, street lighting, drainage, landscaping, traffic control, water quality improvements, and all necessary permitting on SW Tualatin Sherwood Road between SW Teton Avenue and SW Langer Farms Parkway, hereinafter referred to as "COUNTY PROJECT".
- 1.2 The CITY SW Tualatin Sherwood Road waterline project will include adjustment and relocation of existing water meters, and fire hydrants, and adjustment of blow-offs, valve lids, and other water infrastructure work to accommodate the road project. All these proposed improvements are located along SW Tualatin Sherwood Road, hereinafter referred to as "WATERLINE PROJECT".
- 1.3 The CITY SW Tualatin-Sherwood Road sanitary sewer project will include adjustment and relocation of manholes, cleanouts, and other sanitary sewer infrastructure work to accommodate the road project. This work is hereinafter referred to as "SANITARY SEWER PROJECT".
- 1.4 The CITY WATERLINE PROJECT and SANITARY SEWER PROJECT will collectively be referred to as "CITY PROJECTS".

### **2. COUNTY OBLIGATIONS**

- 2.1 COUNTY hereby designates Matt Meier as COUNTY Project Manager for the COUNTY PROJECT and the COUNTY representative responsible for coordination of the CITY PROJECTS with CITY pursuant to this Agreement.
- 2.2 COUNTY shall perform, or cause to be performed, all actions necessary for the design and construction of the COUNTY PROJECT, including project management, design and construction engineering, property acquisition, including right-of-way as necessary, utility relocation as necessary, regulatory and land use permits and approvals, public information related to the roadway design and construction, contract administration, inspection and construction

Washington County-City of Tualatin Agreement for Utility Improvements on SW Tualatin Sherwood Road (Teton Ave-Langer Farms Pkwy)

management. COUNTY shall coordinate the design of, advertise for, award and administer the construction contract for the COUNTY PROJECT.

- 2.3 Subject to CITY obligations set forth in Article 3, Terms 3.1 – 3.11, COUNTY shall:
- 2.3.1 perform, or cause to be performed, all actions necessary for the construction of the CITY PROJECTS as part of the COUNTY PROJECT as described in Term 2.2 and
- 2.3.2 bid, construct and manage the CITY PROJECTS as part of the COUNTY PROJECT construction contract, with CITY project costs tracked separately.
- 2.4 COUNTY shall provide CITY three (3) workdays following bid opening to review and approve bid results for the CITY PROJECTS. COUNTY may award the construction contract, including work for the CITY PROJECTS, unless CITY informs COUNTY in writing prior to award that it wishes to cancel construction of the CITY PROJECTS as part of the COUNTY PROJECT.
- 2.5 COUNTY shall perform all actions regarding compensation as set forth in Article 4 – Compensation.
- 2.6 COUNTY shall not acquire any right-of-way or easements for CITY PROJECTS.
- 2.7 COUNTY shall notify CITY of any request for a change order or other deviation from the costs of the construction contract associated with the CITY PROJECTS (“CITY PROJECTS change order”). COUNTY shall provide CITY five (5) work days following such notification to review and approve any CITY PROJECTS change order request. COUNTY may approve any CITY PROJECTS change order request, unless CITY informs COUNTY in writing prior to the end of the five (5) working day period that it wishes not to agree to the request. In the event the CITY provides notice that it does not approve a CITY PROJECTS change order within the applicable time, the CITY shall be responsible for all costs, including future change orders, redesign or delay claims that are a result of the CITY’s non-approval.

### **3. CITY OBLIGATIONS**

- 3.1 CITY hereby designates Heidi Springer as CITY Project Manager for the CITY PROJECTS and the CITY representative responsible for coordination of the CITY PROJECTS with COUNTY pursuant to this Agreement.
- 3.2 CITY shall provide timely comments to COUNTY construction documents including construction plan sheets, specifications, and bid schedule for the CITY PROJECTS. Unless the CITY notifies the COUNTY as provided in Term 2.4, the

Washington County-City of Tualatin Agreement for Utility Improvements on SW Tualatin Sherwood Road (Teton Ave-Langer Farms Pkwy)

CITY PROJECTS bid items shall be incorporated into the overall COUNTY PROJECT Bid Schedule.

- 3.3 CITY shall provide timely responses to bidder's questions about CITY PROJECTS during advertisement of the COUNTY PROJECT. If necessary, CITY shall provide COUNTY with addendum no later than four (4) calendar days prior to the bid opening if the question comes to the CITY no later than five calendar days prior to the bid opening.
- 3.4 CITY shall provide inspection of the CITY PROJECTS bid items including review and approval of shop drawings, submittals, and onsite inspections to determine compliance with the contract documents. CITY's onsite inspector shall be onsite as appropriate and responsible for enforcing all applicable CITY PROJECTS specifications during all CITY PROJECTS work. CITY's onsite inspections of the CITY PROJECTS bid items, including required night work inspections, shall be coordinated through COUNTY's lead inspector. If the COUNTY notifies CITY that CITY inspection is required but CITY inspection does not timely occur, COUNTY may proceed with PROJECT work in accordance with the PROJECT schedule and shall have no liability to CITY related to the lack of CITY inspection. CITY must approve the final acceptance of the CITY PROJECTS prior to top lift paving.
- 3.5 CITY shall assist the COUNTY lead inspector with the following construction documentation for the CITY PROJECTS bid items:
  - General daily progress reports and erosion control reports,
  - Quantity documentation used for monthly estimates, and
  - Quality documentation and test results as specified in the construction contract.
  - Change orders and extra work directives
- 3.6 CITY shall cooperate, coordinate and financially participate with COUNTY on any disagreements, disputes, delays or claims related to or as a result of the CITY PROJECTS.
- 3.7 CITY shall perform all actions regarding compensation as set forth in Article 4 – Compensation.
- 3.8 CITY shall perform all necessary public involvement and notifications for water service shutdowns resulting from the CITY PROJECTS work. CITY shall assign a 24-hour emergency contact for the duration of the CITY PROJECTS construction.
- 3.9 CITY shall perform all necessary plan review and construction inspection tasks required for COUNTY PROJECT work permitted under CITY Public Works Permit, CITY Water Quality Permit, and CITY Erosion Control Permit.

Washington County-City of Tualatin Agreement for Utility Improvements on SW Tualatin Sherwood Road (Teton Ave-Langer Farms Pkwy)

- 3.10 CITY shall be responsible to obtain all necessary permits and pay all permit fees for CITY PROJECTS.
- 3.11 CITY shall grant the necessary easements as described in the separate Dedication Deed in Exhibit B (File 32).
- 3.12 CITY shall issue CITY Public Works Permit, CITY Water Quality Permit, and CITY Erosion Control Permit within 14 calendar days of payment from COUNTY as provided in Term 4.1.2.

**4. COMPENSATION**

4.1 COUNTY PROJECT

4.1.1 COUNTY shall be responsible for all costs to design and construct the COUNTY PROJECT as described in Term 2.2.

4.1.2 COUNTY shall pay CITY for the following COUNTY PROJECT permit fees:

i.	Public Works Permit	\$7,500
ii.	Water Quality Permit	\$7,500
iii.	Erosion Control Permit	\$11,545

The Public Works Permit fee covers all CITY costs for plan review, inspection, and materials testing of COUNTY PROJECT work within CITY right-of-way.

The Water Quality Permit fee covers all CITY costs for plan review inspection, and materials testing of COUNTY PROJECT work within CITY stormwater facility jurisdictional limits.

The Erosion Control Permit fee covers all CITY costs for plan review and inspection of COUNTY PROJECT erosion control work within CITY jurisdictional limits.

4.1.3 COUNTY shall pay CITY for necessary easements described in Exhibit B to construct COUNTY PROJECT as follows:

i.	Permanent Utility and Slope Easement	\$3,838.52
ii.	Permanent Slope Easement	\$3,817.90
<b>TOTAL</b>		<b>\$7,656.42</b>

Washington County-City of Tualatin Agreement for Utility Improvements on SW Tualatin Sherwood Road (Teton Ave-Langer Farms Pkwy)

## 4.2 CITY PROJECTS

4.2.1 The CITY shall pay an estimated total of \$883,029.00 for the cost of construction of the WATERLINE PROJECT and SANITARY SEWER PROJECT, as described in Section 1.2 and Section 1.3. Specific WATERLINE PROJECT and SANITARY SEWER PROJECT costs are shown in Exhibit A and are estimated as follows:

i. Waterline and Sanitary Sewer Construction Costs	\$723,795
ii. Construction Administration and Management (10% of i)	\$ 72,379
iii. <u>Mobilization &amp; Traffic Control (12% of i)</u>	<u>\$ 86,855</u>
<b>TOTAL</b>	<b>\$883,029</b>

Items ii and iii shall be calculated as a lump sum calculation on the actual costs to the COUNTY after COUNTY makes final payment to the construction contractor for the CITY PROJECTS.

4.2.2 CITY and COUNTY understand that the costs outlined above are estimates and are used to determine project budgets and estimated payments amount used within this Agreement. Final costs will be based on the actual contract amount realized. Final payments made by the CITY to the COUNTY for the CITY PROJECTS shall be based on actual bid prices, construction quantities and non-construction costs.

4.2.3 In the event the CITY and COUNTY agree to design and construction changes that will eliminate or reduce the scope and extent of the CITY PROJECTS, the CITY will pay for COUNTY's cost for re-design and/or construction change orders.

4.2.4 Within sixty (60) days of execution of the COUNTY construction contract, CITY shall deposit with the COUNTY the sum of \$180,000.00. COUNTY shall send CITY quarterly statements during project construction indicating the itemized amount incurred for the CITY PROJECTS and the amount due. Quarterly statements will not be sent to the CITY if no CITY PROJECTS work is performed. Upon depletion of the \$180,000 deposited under this section, the quarterly statement shall include the itemized amount due from CITY for the CITY PROJECTS work. CITY shall pay COUNTY the amount due within thirty (30) days of its receipt of this billing. Any CITY deposited funds remaining upon completion of the CITY PROJECTS, shall be refunded to the CITY within sixty (60) days.

Washington County-City of Tualatin Agreement for Utility Improvements on SW Tualatin Sherwood Road (Teton Ave-Langer Farms Pkwy)

## **5. GENERAL PROVISIONS**

### **5.1 LAWS OF OREGON**

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

### **5.2 DEFAULT**

Time is of essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

### **5.3 INDEMNIFICATION**

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party, and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this Agreement.

### **5.4 MODIFICATION OF AGREEMENT**

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties.

### **5.5 DISPUTE RESOLUTION**

The parties shall attempt to informally resolve any dispute concerning any party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

Washington County-City of Tualatin Agreement for Utility Improvements on SW Tualatin Sherwood Road (Teton Ave-Langer Farms Pkwy)

## 5.6 REMEDIES

Subject to the provisions in paragraph 5.5, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

## 5.7 EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused.

## 5.8 SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

## 5.9 INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

## 6. TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from the date of execution until the completion of the COUNTY PROJECT, but not to exceed five (5) years.
- 6.2 This Agreement may be amended or extended for periods of up to one (1) year by mutual consent of the parties. It may be canceled or terminated for any reason by either party. Termination or cancellation shall be effective thirty (30) days after written notice to the other party, or at such time as the parties may otherwise agree. The parties shall, in good faith, agree to such reasonable provisions for winding up the COUNTY PROJECT and CITY PROJECTS and paying for any additional costs as necessary.

[SIGNATURES ON FOLLOWING PAGE]

Washington County-City of Tualatin Agreement for Utility Improvements on SW Tualatin Sherwood Road (Teton Ave-Langer Farms Pkwy)


IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

**WASHINGTON COUNTY, OREGON**

DocuSigned by:  
 Tanya Ange  
BE194EB4331E46F...  
ASSISTANT COUNTY ADMINISTRATOR

DATE: 5/27/2022 | 10:21 PDT

**CITY OF TUALATIN, OREGON**

DocuSigned by:  
 Sherilyn Lombos  
E3EFB28A897547E...  
CITY MANAGER

DATE: 5/27/2022 | 09:18 PDT

ATTEST:

\_\_\_\_\_  
CITY RECORDER



For Administrative Use Only – Z99999

Supplier Name: City of Tualatin

Actual Contract Number (CustomText4): 22-0630

Department (Location): LUT - CPM

Contract Type: 8 Agreements

Contract Sub Type (Custom2Code): IGA: Intergovernmental Agreement

Minute Order Date: 4/19/2022

Minute Order Number: 22-103

Master Contract Number (CustomText1): 22-0630

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Revenue Contract

SHIP TO (LocShipTo): LUT - CPM

BILL TO (LocBillTo): LUT - CPM

Project Number (CustomText2): 100361

Chargeable Program Number (ChargeProgram): 606505

Contract Admin (Administrator): Laura Hoffmann

**Certificate Of Completion**

Envelope Id: 871F2A7F873A42A19CC52C10CD2CF88A	Status: Completed
Subject: Please DocuSign: 22-0630: City of Tualatin	
Source Envelope:	
Document Pages: 10	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Connie Wilson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	155 N. First Ave, Suite 270
	MS28
	Hillsboro, OR 97124-3087
	Connie_Wilson@co.washington.or.us
	IP Address: 204.147.152.5

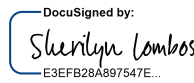
**Record Tracking**

Status: Original	Holder: Connie Wilson	Location: DocuSign
5/16/2022 10:36:31 AM	Connie_Wilson@co.washington.or.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign

**Signer Events**

Sherilyn Lombos  
 slombos@tualatin.gov  
 City Manager  
 Security Level: Email, Account Authentication (None), Access Code

**Signature**

DocuSigned by:  
  
 Sherilyn Lombos  
 E3E9B28A897547E...  
 Signature Adoption: Pre-selected Style  
 Signed by link sent to slombos@tualatin.gov  
 Using IP Address: 208.71.205.225

**Timestamp**

Sent: 5/16/2022 10:38:37 AM  
 Resent: 5/27/2022 8:55:09 AM  
 Viewed: 5/27/2022 9:18:12 AM  
 Signed: 5/27/2022 9:18:23 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 7/16/2020 8:56:37 AM  
 ID: cc18a344-d084-467c-a681-e3d8a2016030

Tanya Ange  
 Tanya\_Ange@co.washington.or.us  
 County Administrator  
 Washington County, Oregon  
 Security Level: Email, Account Authentication (None), Access Code

DocuSigned by:  
  
 Tanya Ange  
 BE194EB4331E46F...  
 Signature Adoption: Pre-selected Style  
 Signed by link sent to  
 Tanya\_Ange@co.washington.or.us  
 Using IP Address: 204.147.152.15

Sent: 5/27/2022 9:18:24 AM  
 Viewed: 5/27/2022 10:21:23 AM  
 Signed: 5/27/2022 10:21:29 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	5/27/2022 10:21:23 AM
Signing Complete	Security Checked	5/27/2022 10:21:29 AM
Completed	Security Checked	5/27/2022 10:21:29 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO SHI OBO Washington County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO SHI OBO Washington County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.us)

**To advise Carahsoft OBO SHI OBO Washington County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Carahsoft OBO SHI OBO Washington County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO SHI OBO Washington County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO SHI OBO Washington County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO SHI OBO Washington County during the course of your relationship with Carahsoft OBO SHI OBO Washington County.



# CITY OF TUALATIN

## Staff Report

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Lindsay Marshall, Management Analyst II, Public Works

**DATE:** January 27, 2025

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**SUBJECT:**

**Resolution No. 5864-25** Authorizing the City Manager to Execute A Grant Agreement with the Oregon Department of Emergency Management for Emergency Management Equipment

**RECOMMENDATION:**

Staff recommends Council adopt Resolution No. 5864-25 to accept emergency management equipment.

**EXECUTIVE SUMMARY:**

In early 2024, the City of Tualatin applied for and was awarded two pieces of emergency management equipment via the State Preparedness and Incident Response Equipment (SPIRE) Grant Program. This grant supplies equipment to local governments and other recipients for emergency preparedness, to be used during an emergency to decrease the risk for loss of life and property damage. Awarded equipment is to be housed at the City of Tualatin and is available for use by other jurisdictions by request. All jurisdictions participating in the SPIRE program use the Oregon Resource Coordination Assistance Agreement (ORCAA). The City was awarded a portable light plant and a generator.

**OUTCOMES OF DECISION:**

Adopting the resolution and authorizing contract execution would allow the City to accept the emergency management equipment, to be utilized during emergencies, both local and within the State of Oregon as needed.

**FINANCIAL IMPLICATIONS:**

The equipment is purchased by the State of Oregon. All maintenance and insurance requirements would be funded by the City of Tualatin.

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**ATTACHMENTS:**

- Resolution No. 5864-25
- Oregon Department of Emergency Management Statewide Preparedness and Incident Response Grant Agreements

RESOLUTION NO. 5864-25

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE OREGON DEPARTMENT OF EMERGENCY MANAGEMENT FOR EMERGENCY MANAGEMENT EQUIPMENT

WHEREAS, the City applied for and was awarded two pieces of equipment from the State Preparedness and Incident Response Equipment (SPIRE) Grant Program;

WHEREAS, the City will receive emergency management equipment to be used during an emergency to decrease the risk for loss of life and property damage; and

WHEREAS, the City of Tualatin desires to participate in this grant program to be a prepared community.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

**Section 1.** The City Manager, or designee, is authorized to execute the grant agreement with Oregon Department of Emergency Management, and make amendments, as needed. The City Manager, or designee, is further authorized to create and implement programmatic policies as needed or required to implement the intent of the grant agreement.

**Section 2.** This resolution is effective upon adoption.

Adopted by the City Council this 27<sup>th</sup> day of January, 2025.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
Mayor

ATTEST:

BY \_\_\_\_\_  
City Recorder

APPROVED AS TO FORM

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



**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT  
STATEWIDE PREPAREDNESS AND INCIDENT RESPONSE  
GRANT AGREEMENT**

Project Name: City of Tualatin

Agreement Number: SP25-028

This grant agreement (“Agreement”), is between the State of Oregon, acting through its Oregon Department of Emergency Management (“OEM”), and City of Tualatin (“Recipient”) and collectively referred to as the “Parties”. This Agreement becomes effective only when fully signed and approved as required by applicable law. This Agreement includes the following parts, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- This Agreement without any Exhibits.
- Exhibit A Equipment Schedule
- Exhibit B Program Requirements
- Exhibit C Contact Information

Pursuant to Oregon Laws 2017, Chapter 657 (the “Act”), OEM is authorized to award grants and enter into grant agreements as part of the Statewide Preparedness and Incident Response Program (“SPIRE” or “Program”), disbursing such grants from the Resiliency Grant Fund established in the Act.

**SECTION 1 – GRANT OF EQUIPMENT**

OEM shall provide Recipient, and Recipient shall accept from OEM, all item(s) of emergency response vehicles, equipment, and other personal property identified in Exhibit A (“Equipment”).

OEM’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OEM:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as OEM may reasonably require.

**SECTION 2 – USE OF EQUIPMENT**

Recipient shall use the Equipment to decrease risks to life and property resulting from an “Emergency,” as that term is defined in ORS 401.025. Recipient may use the preparedness equipment for any purpose, governmental or otherwise, that is permissible for assets financed with tax-exempt bonds, including nonemergency purposes. Equipment may be requested by other organizations to prepare for or to be used during or after emergencies. Recipient shall have agreements in place or readily available and shall develop and maintain a plan for hand-off and training of borrowing user. Recipient shall provide OEM with equipment’s normal operating location. When equipment is loaned or deployed outside of Recipient’s normal operating area, Recipient shall notify OEM upon deployment and upon return. If equipment is unavailable at any time, whether out for service, repair, or any other reason, Recipient shall notify OEM. If a private organization requests equipment, Recipient shall obtain approval from OEM before making any use of preparedness equipment that is outside the scope of the purpose of the private organization as stated in the formation documents or bylaws of the organization.

### SECTION 3 – OPERATION AND MAINTENANCE EXPENSES; MINIMUM INSURANCE REQUIREMENT

Recipient shall be solely responsible for the costs of operating, maintaining, licensing, and insuring the Equipment and the costs, if any, to acquire and install any parts, accessories, or attachments for the Equipment (collectively, the “Operating Expenses”). OEM shall not be responsible for any Operating Expenses while the Equipment remains in Recipient’s possession, custody, or control. If Equipment requires motor vehicle liability insurance, Recipient shall obtain motor vehicle liability insurance in accordance with ORS 806.080, covering Recipient’s use of the Equipment for bodily injury and property. Coverage shall be written with a combined single limit of not less than \$1,000,000. Automobile Liability Insurance must include the “State of Oregon, the Oregon Department of Emergency Management, and their respective officers, members, agents and employees” as an endorsed Additional Insured. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

### SECTION 4 – OWNERSHIP

OEM will retain ownership of the Equipment and can reclaim any or all of the item(s) of Equipment at any time and for any duration based on Recipient’s failure to meet requirements of this Agreement, community needs, or any other purpose, as determined by OEM in its sole discretion to best meet the emergency preparedness needs of the State or Oregon. Upon the Equipment being fully depreciated under governmental accounting principles, OEM may elect to sell the Equipment to Recipient at its fair market value at the time of sale.

### SECTION 5 – REPRESENTATIONS AND COVENANTS OF RECIPIENT

- A. Existence and Power. Recipient represents and warrants to OEM that Recipient is a municipality duly organized under the laws of Oregon, and has full power, authority and legal right to make this Agreement and to incur and perform its obligations under this Agreement.
- B. Authority, No Contravention. The making and performance by Recipient of this Agreement: (a) have been duly authorized by all necessary action of Recipient; (b) do not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or other administrative agency or any provision of its organizational documents; and (c) do not and will not result in the breach of, or constitute a default or require any consent, under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected.
- C. Binding Obligation. This Agreement has been duly executed and delivered by Recipient and when duly executed and delivered by OEM, constitutes legal, valid, and binding obligations of Recipient, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Recipient of this Agreement.
- E. Misleading Statements. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Agreement or any

document submitted by or on behalf of the Recipient to OEM. The information contained in this Agreement is true and accurate in all respects.

- F. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.
- G. Bonds. Recipient acknowledges that the State of Oregon may issue certain bonds (“Bonds”) in part to fund this grant and that the interest paid on the Bonds is excludable from gross income for federal income tax purposes. Recipient further acknowledges that the uses of the Equipment by Recipient during the term of the Bonds may impact the tax-exempt status of the Bonds. Accordingly, Recipient agrees to comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations, (“Code”) necessary to protect the exclusion of interest on the Bonds from federal income taxation.
- H. Private Use. Recipient shall not, without prior written consent of OEM, permit more than five percent (5%) of the Equipment to be used in a "private use" by a "private person" (as defined in the Code) if such private use could result in the State of Oregon, receiving direct or indirect payments or revenues from the portion of the Equipment to be privately used.
- I. Compliance. Recipient shall maintain documentation demonstrating compliance with this subsection 5 for the life of the Bonds, including any refunding bonds, and shall make sure documentation is available to OEM upon request.
- J. Records, Access to Records. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Equipment in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. OEM, the Secretary of State of the State of Oregon (“Secretary”), and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient that are directly related to this Agreement or the Equipment provided for the purpose of making audits and examinations. In addition, OEM, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records.
- K. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement or the Equipment for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- L. Equipment Inspections. Recipient shall permit authorized representatives of OEM to periodically inspect the Equipment, with or without notice.
- M. FOR Oregon Governmental Entities: Contributory Liability and Contractor Indemnification.
  - (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party

Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.]

N. Survival. This Section 5 shall survive any expiration or termination of this Agreement.

## SECTION 6 - DEFAULT

Any of the following constitutes an "Event of Default":

- A. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.
- B. The Recipient fails to perform any obligation required under this Agreement and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OEM. OEM may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 7 - REMEDIES

Upon the occurrence of an Event of Default, OEM may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of OEM's obligations to make the Grant, return of all Equipment, and declaration of ineligibility for the receipt of future awards from OEM. These remedies are cumulative and not exclusive of any other remedies provided by law.

## SECTION 8 - TERMINATION

- A. Termination by OEM. In addition to terminating this Agreement upon an Event of Default as provided in Section 7, OEM may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by OEM in such written notice, if:
1. Recipient fails to follow grant agreement requirements or standard or special conditions;
  2. Recipient fails to adequately maintain the Equipment;
  3. Recipient fails to submit required reports;
  4. Recipient fails to comply with inspections for any reason;
  5. Recipient files a false certification in this application or other report or document, including correspondence with OEM by any medium; or
  6. OEM determines that the Equipment could be of greater use to the community elsewhere.
- B. Termination by Recipient. Recipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Recipient in such written notice, if:
1. Recipient no longer needs the Equipment; or
  2. The Equipment is beyond its useful life.
- C. Termination by Either Party. Either Party may terminate this Agreement upon at least ten business days' notice to the other Party.
- D. OEM's Rights Upon Termination. Upon termination under this Section 8:
1. OEM may repossess the Equipment from Recipient and, if Recipient has failed to adequately maintain the Equipment as required by Section 3, require Recipient to reimburse OEM the cost of repairing the Equipment; or
  2. Where Recipient has failed to adequately maintain the Equipment as required by Section 3, OEM may require Recipient to pay OEM an amount equal to the Equipment's fair market value assuming proper maintenance and repair.

## SECTION 9 - MISCELLANEOUS

- A. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 9.b.
- B. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- C. Notices. Except as otherwise expressly provided in this section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Recipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any

communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail, or other means, but such communications shall not be deemed Notices under this section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- D. Governing Law, Consent to Jurisdiction. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- E. Compliance with Law. Recipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Project.

- F. 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 shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

- G. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

- H. Integration and Waiver. This Agreement, including all Exhibits and referenced documents, constitutes 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Signature page follows.

The Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Oregon Department of Emergency Management

**CITY OF TUALATIN**

By: \_\_\_\_\_  
Alaina Mayfield, Preparedness Section  
Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO LEGAL SUFFICIENCY  
(If required for Recipient)

By: Not Required per OAR 137-045-0030  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Recipient's Legal Counsel  
Date: \_\_\_\_\_

## Exhibit A – Equipment Schedule

<b>Description</b>	<b>Make</b>	<b>Model</b>	<b>Serial No.</b>
lightingportable			



## **Exhibit B – Program Requirements**

Recipient will complete annual report as requested by OEM. Report is due October 15 each year for the period October to September annually and can be found on the [OEM SPIRE webpage](#). Recipient will confirm data provided online is correct and will submit changes to [oem.spire@oem.oregon.gov](mailto:oem.spire@oem.oregon.gov) whenever necessary.

Minor repairs and adjustments to equipment can be made by recipient to maintain integrity and improve performance without notification of OEM. If equipment is modified, it must be able to perform capability it was granted for. Modifications that may change the equipment's response capability must be reported to and approved by SPIRE program staff. Modifications made without prior authorization from OEM are not permitted.

If OEM provides signage, tracking devices, inventory tags, or other items, Recipient is responsible to ensure they remain affixed to the equipment and notify OEM if they are lost, stolen or damaged.

Maintenance schedules are to be developed established within one month of receipt of equipment and recorded in maintenance log. Maintenance logs are to be located on site and will be reviewed when OEM completes their annual inventory visit.

Please note that these program requirements are in addition to requirements in contract and may be modified based on changes in legislation or ongoing program needs.

## Exhibit C – Contact Information

Except as otherwise expressly provided in this Agreement, parties may use the contact information set forth below, or to such other persons or addresses that either party may subsequently provide:

**Recipient Program Contact 1:**

Lindsay Marshall  
Management Analyst  
City of Tualatin  
18880 SW Martinazzi Ave.  
Tualatin, Oregon 97062  
910-409-1021  
503-691-3093  
lmarshall@tualatin.gov

**OEM Program Contact:**

Carole Sebens  
Grants Coordinator  
Oregon Department of Emergency Management  
3930 Fairview Industrial Dr. SE  
Salem, OR 97302  
503-798-1938  
[carole.l.sebens@oem.oregon.gov](mailto:carole.l.sebens@oem.oregon.gov)

**After Hours Contact Information:**

**Recipient Fiscal/Other Contact Information:**

Bryce McKenna  
Fleet and Facilities Manager  
503-779-9574  
503-691-3099  
bmckenna@tualatin.gov

**OEM Fiscal Contact:**

Amy Mettler  
Chief Financial Officer/Finance Section  
Manager  
Oregon Department of Emergency Management  
3930 Fairview Industrial Dr. SE  
Salem, OR 97302  
971-719-0650  
[Amy.mettler@oem.oregon.gov](mailto:Amy.mettler@oem.oregon.gov)

**OREGON DEPARTMENT OF EMERGENCY MANAGEMENT  
STATEWIDE PREPAREDNESS AND INCIDENT RESPONSE  
GRANT AGREEMENT**

Project Name: City of Tualatin

Agreement Number: SP25-027

This grant agreement (“Agreement”), is between the State of Oregon, acting through its Oregon Department of Emergency Management (“OEM”), and City of Tualatin (“Recipient”) and collectively referred to as the “Parties”. This Agreement becomes effective only when fully signed and approved as required by applicable law. This Agreement includes the following parts, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- This Agreement without any Exhibits.
- Exhibit A Equipment Schedule
- Exhibit B Program Requirements
- Exhibit C Contact Information

Pursuant to Oregon Laws 2017, Chapter 657 (the “Act”), OEM is authorized to award grants and enter into grant agreements as part of the Statewide Preparedness and Incident Response Program (“SPIRE” or “Program”), disbursing such grants from the Resiliency Grant Fund established in the Act.

**SECTION 1 – GRANT OF EQUIPMENT**

OEM shall provide Recipient, and Recipient shall accept from OEM, all item(s) of emergency response vehicles, equipment, and other personal property identified in Exhibit A (“Equipment”).

OEM’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OEM:

- (1) This Agreement duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as OEM may reasonably require.

**SECTION 2 – USE OF EQUIPMENT**

Recipient shall use the Equipment to decrease risks to life and property resulting from an “Emergency,” as that term is defined in ORS 401.025. Recipient may use the preparedness equipment for any purpose, governmental or otherwise, that is permissible for assets financed with tax-exempt bonds, including nonemergency purposes. Equipment may be requested by other organizations to prepare for or to be used during or after emergencies. Recipient shall have agreements in place or readily available and shall develop and maintain a plan for hand-off and training of borrowing user. Recipient shall provide OEM with equipment’s normal operating location. When equipment is loaned or deployed outside of Recipient’s normal operating area, Recipient shall notify OEM upon deployment and upon return. If equipment is unavailable at any time, whether out for service, repair, or any other reason, Recipient shall notify OEM. If a private organization requests equipment, Recipient shall obtain approval from OEM before making any use of preparedness equipment that is outside the scope of the purpose of the private organization as stated in the formation documents or bylaws of the organization.

### SECTION 3 – OPERATION AND MAINTENANCE EXPENSES; MINIMUM INSURANCE REQUIREMENT

Recipient shall be solely responsible for the costs of operating, maintaining, licensing, and insuring the Equipment and the costs, if any, to acquire and install any parts, accessories, or attachments for the Equipment (collectively, the “Operating Expenses”). OEM shall not be responsible for any Operating Expenses while the Equipment remains in Recipient’s possession, custody, or control. If Equipment requires motor vehicle liability insurance, Recipient shall obtain motor vehicle liability insurance in accordance with ORS 806.080, covering Recipient’s use of the Equipment for bodily injury and property. Coverage shall be written with a combined single limit of not less than \$1,000,000. Automobile Liability Insurance must include the “State of Oregon, the Oregon Department of Emergency Management, and their respective officers, members, agents and employees” as an endorsed Additional Insured. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

### SECTION 4 – OWNERSHIP

OEM will retain ownership of the Equipment and can reclaim any or all of the item(s) of Equipment at any time and for any duration based on Recipient’s failure to meet requirements of this Agreement, community needs, or any other purpose, as determined by OEM in its sole discretion to best meet the emergency preparedness needs of the State or Oregon. Upon the Equipment being fully depreciated under governmental accounting principles, OEM may elect to sell the Equipment to Recipient at its fair market value at the time of sale.

### SECTION 5 – REPRESENTATIONS AND COVENANTS OF RECIPIENT

- A. Existence and Power. Recipient represents and warrants to OEM that Recipient is a municipality duly organized under the laws of Oregon, and has full power, authority and legal right to make this Agreement and to incur and perform its obligations under this Agreement.
- B. Authority, No Contravention. The making and performance by Recipient of this Agreement: (a) have been duly authorized by all necessary action of Recipient; (b) do not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or other administrative agency or any provision of its organizational documents; and (c) do not and will not result in the breach of, or constitute a default or require any consent, under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected.
- C. Binding Obligation. This Agreement has been duly executed and delivered by Recipient and when duly executed and delivered by OEM, constitutes legal, valid, and binding obligations of Recipient, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Recipient of this Agreement.
- E. Misleading Statements. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Agreement or any

document submitted by or on behalf of the Recipient to OEM. The information contained in this Agreement is true and accurate in all respects.

- F. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.
- G. Bonds. Recipient acknowledges that the State of Oregon may issue certain bonds (“Bonds”) in part to fund this grant and that the interest paid on the Bonds is excludable from gross income for federal income tax purposes. Recipient further acknowledges that the uses of the Equipment by Recipient during the term of the Bonds may impact the tax-exempt status of the Bonds. Accordingly, Recipient agrees to comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations, (“Code”) necessary to protect the exclusion of interest on the Bonds from federal income taxation.
- H. Private Use. Recipient shall not, without prior written consent of OEM, permit more than five percent (5%) of the Equipment to be used in a "private use" by a "private person" (as defined in the Code) if such private use could result in the State of Oregon, receiving direct or indirect payments or revenues from the portion of the Equipment to be privately used.
- I. Compliance. Recipient shall maintain documentation demonstrating compliance with this subsection 5 for the life of the Bonds, including any refunding bonds, and shall make sure documentation is available to OEM upon request.
- J. Records, Access to Records. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Equipment in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. OEM, the Secretary of State of the State of Oregon (“Secretary”), and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient that are directly related to this Agreement or the Equipment provided for the purpose of making audits and examinations. In addition, OEM, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records.
- K. Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement or the Equipment for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- L. Equipment Inspections. Recipient shall permit authorized representatives of OEM to periodically inspect the Equipment, with or without notice.
- M. FOR Oregon Governmental Entities: Contributory Liability and Contractor Indemnification.
  - (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party

Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.]

N. Survival. This Section 5 shall survive any expiration or termination of this Agreement.

## SECTION 6 - DEFAULT

Any of the following constitutes an "Event of Default":

- A. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.
- B. The Recipient fails to perform any obligation required under this Agreement and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OEM. OEM may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 7 - REMEDIES

Upon the occurrence of an Event of Default, OEM may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of OEM's obligations to make the Grant, return of all Equipment, and declaration of ineligibility for the receipt of future awards from OEM. These remedies are cumulative and not exclusive of any other remedies provided by law.

## SECTION 8 - TERMINATION

- A. Termination by OEM. In addition to terminating this Agreement upon an Event of Default as provided in Section 7, OEM may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by OEM in such written notice, if:
1. Recipient fails to follow grant agreement requirements or standard or special conditions;
  2. Recipient fails to adequately maintain the Equipment;
  3. Recipient fails to submit required reports;
  4. Recipient fails to comply with inspections for any reason;
  5. Recipient files a false certification in this application or other report or document, including correspondence with OEM by any medium; or
  6. OEM determines that the Equipment could be of greater use to the community elsewhere.
- B. Termination by Recipient. Recipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Recipient in such written notice, if:
1. Recipient no longer needs the Equipment; or
  2. The Equipment is beyond its useful life.
- C. Termination by Either Party. Either Party may terminate this Agreement upon at least ten business days' notice to the other Party.
- D. OEM's Rights Upon Termination. Upon termination under this Section 8:
1. OEM may repossess the Equipment from Recipient and, if Recipient has failed to adequately maintain the Equipment as required by Section 3, require Recipient to reimburse OEM the cost of repairing the Equipment; or
  2. Where Recipient has failed to adequately maintain the Equipment as required by Section 3, OEM may require Recipient to pay OEM an amount equal to the Equipment's fair market value assuming proper maintenance and repair.

## SECTION 9 - MISCELLANEOUS

- A. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 9.b.
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communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail, or other means, but such communications shall not be deemed Notices under this section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

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Signature page follows.



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**STATE OF OREGON**  
acting by and through its  
Oregon Department of Emergency Management

**CITY OF TUALATIN**

By: \_\_\_\_\_  
Alaina Mayfield, Preparedness Section  
Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO LEGAL SUFFICIENCY  
(If required for Recipient)

By: Not Required per OAR 137-045-0030  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Recipient's Legal Counsel  
Date: \_\_\_\_\_

## Exhibit A – Equipment Schedule

Description	Make	Model	Serial No.
generator_108kw			

## **Exhibit B – Program Requirements**

Recipient will complete annual report as requested by OEM. Report is due October 15 each year for the period October to September annually and can be found on the [OEM SPIRE webpage](#). Recipient will confirm data provided online is correct and will submit changes to [oem.spire@oem.oregon.gov](mailto:oem.spire@oem.oregon.gov) whenever necessary.

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Please note that these program requirements are in addition to requirements in contract and may be modified based on changes in legislation or ongoing program needs.

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Lindsay Marshall  
Management Analyst  
City of Tualatin  
18880 SW Martinazzi Ave.  
Tualatin, OR 7062  
971-409-1021  
503-691-3093  
lmarshall@tualatin.gov

**OEM Program Contact:**

Carole Sebens  
Grants Coordinator  
Oregon Department of Emergency Management  
3930 Fairview Industrial Dr. SE  
Salem, OR 97302  
503-798-1938  
[carole.l.sebens@oem.oregon.gov](mailto:carole.l.sebens@oem.oregon.gov)

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**Recipient Fiscal/Other Contact Information:**

Bryce McKenna  
Fleet and Facilities Manager  
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503-691-3099  
bmckenna@tualatin.gov

**OEM Fiscal Contact:**

Amy Mettler  
Chief Financial Officer/Finance Section  
Manager  
Oregon Department of Emergency Management  
3930 Fairview Industrial Dr. SE  
Salem, OR 97302  
971-719-0650  
[Amy.mettler@oem.oregon.gov](mailto:Amy.mettler@oem.oregon.gov)

# Juanita Pohl Center Advisory Committee

## Annual Report



# Committee Members

- Susan Noack, Chair
- Amanda Ballard
- Peggi Federspiel
- Bob Grable
- Gail McNally
- Thea Wood



# Committee Role

- **Dedicated to Programs & Services – Share Ideas for Future Programming**
- **Advocate for Active Older Adults in the Community & at the Center**
- **Support Efforts to Successfully Continue to Increase Attendance & Participation**



# Increase Participation/Utilization

## Programs

- Arts & Culture
- Environmental
- Evidence-Based
- Lifelong Learning/Enrichment
- Wellness & Longevity
- Intergenerational
- Social





# Partnerships

- AARP
- Alzheimer Association
- Durham News
- Cascadia VIEWS
- Cogir Tigard
- Oasis Senior Advisors
- Meals on Wheels People
- Medicare Mark Fuchs
- New Horizons Big Band
- Washington County



# Benefits

- **Improve Health & Promote Healthy Lifestyles**
- **Life Enrichment & Wellness**
- **Greater Life Satisfaction, Sense of Purpose**
- **Social & Intellectual Engagement & Interaction, Reduced Isolation**



# Program Engagement in 2024

- **Arts & Culture: 232**
- **Lifelong Learning/Enrichment: 876**
- **Evidence-Based: 88**
- **Wellness & Longevity: 8,379**
- **Pickleball: 332**
- **Social: 5,633**



# Active Older Adults at the Pohl Center



Veterans Recognition Breakfast



Billiard Tournament



Overnight Trip – Caves, Canoes & Meteors



# Active Older Adults at the Pohl Center



SilverSneakers Classic



Mental Wellness Fair



The Grotto

# Rentals

- Business Meetings
- Private Parties
- Special Events



- Building Rented 180 Times
- 16,800 Guests Attended

# Enhance Center's Appearance

- **New Siding & LED Sign (April-June 2024)**
- **Reupholster Dining Room Chairs – Seat Backs (September 2024)**



# Action Plan for 2025

- **Continue to Provide & Expand High Quality Programs and Services for Active Adults With a Focus on Physical Health, Mental Wellness, and Social Connection**
- **Continue to Increase Diversity, Visibility & Awareness**
- **Foster the Creation of New Sponsorship Opportunities**





# Questions/Comments?





# CITY OF TUALATIN

## Staff Report

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Megan George, Interim Parks and Recreation Director  
Rich Mueller, Parks Planning and Development Manager

**DATE:** January 27, 2025

---

**SUBJECT:**  
Consideration of Resolution No. 5863-25 Awarding a Contract for Construction of Las Casitas Park Renovation.

**RECOMMENDATION:**  
Staff recommends Council adopt Resolution No. 5863-25 to renovate Parque Las Casitas/Las Casitas Park.

**EXECUTIVE SUMMARY:**

The Parks and Recreation Master Plan demonstrated a need for Stoneridge Park to be more relevant to the surrounding community, provide a family gathering space, maintain safety and sightlines, and activate the park to connect nearby neighbors, families, and children. The master plan led to a planning process that resulted in Reimagina el parque/Stoneridge Park Redesign. A park concept plan was developed with over 750 people involved in 20 community engagement opportunities. Public involvement included open houses, pop up events and surveys. Outreach was conducted using a bilingual engagement process, featuring a “Spanish first” format. City Council accepted Reimagina el parque/Stoneridge Park Redesign site concept plan and report on January 11, 2021.

The park report informed next steps and recommendations, which included *Neighborhood Engagement to Rename the Park*. During summer and fall 2023 over 420 people were involved in selecting the preferred name of Parque Las Casitas/Las Casitas Park. Council approved Stoneridge Park to be renamed Parque Las Casitas/Las Casitas Park by Resolution No. 5734-23 on November 13, 2023.

The City solicited construction bids after completing planning, community engagement and neighborhood involvement, obtaining easements to connect the neighborhood to the park, and complete construction design and documents. Staff will present an update of the park planning, design and potential construction process.

The construction contract was advertised in the Daily Journal of Commerce on November 22, 2024. Six responsive bids were received before the bid period closed on January 7, 2025. PHK Construction, LLC dba ARTIS submitted the lowest responsible bid for the project for \$1,999,515.48. There are funds budgeted for this project in the 2024-2025 Fiscal Year.

**OUTCOMES OF DECISION:**

Adopting the resolution and authorizing contract execution would allow construction of the Las Casitas Park renovation project to proceed.

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**ATTACHMENTS:**

Presentation  
Resolution No. 5863-25



PROJECT UPDATE - JANUARY 27, 2025

# PARQUE LAS CASITAS



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TUALATIN  
Parks & Recreation



# PLANNING & DEVELOPMENT PROCESS

- Parks & Recreation Master Plan - adopted 2019
- Reimagina el parque / Stoneridge Park Redesign Report – accepted 2021
- Easement acquisitions – 2021/22
- Funding – 2021/22
- Construction design – 2023/24



# PURPOSE & NEED

- P&R Master Plan - 40 engagement opportunities with over 3,000 community members
- City Council Vision & Priorities
  - Inclusive Community
  - Connected, Informed & Engaged
  - Gathering Places –safe, vibrant & accessible
  - Neighborhoods – safe, desirable & welcoming
  - Environmentally Sustainable

# REIMAGINA EL PARQUE STONERIDGE/ STONERIDGE PARK REDESIGN (2020)

- Extensive community & neighborhood involvement
- Spanish first engagement approach
- Site assessment
- Community identified park amenities
- Concept development
- Preferred design selected by community members



# NEIGHBORHOOD & COMMUNITY INVOLVEMENT



- 23 Engagement Opportunities
  - Onsite
  - Online
- Over 950 Community Members Involved





# PARK SITE CONCEPT PLAN





# PARK RENAMING

- Neighborhood Initiative
- 4 month engagement process (events, online, surveys)
- 420 community members involved
- Community supported name: parque Las Casitas/Las Casitas Park
- Council adopted – November 2023

*Naming or renaming of a recreational facilities serving a community matters. It enhances a sense of community and can instill new pride and ownership of a public space that has become associated with negative connotations.*



# NEXT STEPS



THE CITY OF TUALATIN

- Council consideration of construction award: January 2025
- Construction: March–Winter 2025
- Open to community: Winter 2025/26



# QUESTIONS & COMMENTS



RESOLUTION NO. 5863-25

A RESOLUTION AWARDING A CONTRACT FOR CONSTRUCTION  
OF LAS CASITAS PARK RENOVATION

WHEREAS, the above-referenced project was advertised on November 22, 2024 in the *Daily Journal of Commerce* and the City requested competitive sealed bids as part of its capital improvement program;

WHEREAS, six responsive bids were received prior to the close of the bid period on January 7, 2025;

WHEREAS, PHK Construction, LLC dba ARTIS submitted the lowest responsible bid for the project in the amount of \$1,999,515.48; and

WHEREAS, design for construction aligns with the Council accepted Reimagina el parque/Stoneridge Park Redesign report and site conceptual plan, which was the result of extensive community engagement; and

WHEREAS, Council authorized Stoneridge Parks to be renamed to Parque Las Casitas/Las Casitas Park by Resolution No. 5734-23 on November 13, 2023.

WHEREAS, there are funds budgeted for this project in the 2024-2025 Fiscal Year.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

**Section 1.** PHK Construction, LLC dba ARTIS is hereby awarded a contract for Las Casitas Park Renovation.

**Section 2.** The City Manager is authorized to execute a contract with PHK Construction, LLC dba ARTIS in the amount of \$1,999,515.48.

**Section 3.** The City Manager, or the City Manager's designee, is authorized to execute Change Orders totaling up to 15% of the original contract amount.

**Section 4.** This resolution is effective upon adoption.

Adopted by the City Council this 27<sup>th</sup> day of January, 2025.

ATTEST:

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_

BY \_\_\_\_\_

City Recorder

Mayor



# CITY OF TUALATIN

## Staff Report

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Rachel Sykes, Public Works Director

**DATE:** January 27, 2025

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**SUBJECT:**  
Sidewalk Maintenance Program Discussion

**EXECUTIVE SUMMARY:**

In September 2024, staff presented background information regarding the City's Street Tree and Sidewalk Maintenance programs. This included information about relevant codes, replacement processes, current city programs, and challenges faced.

As part of the presentation, Council directed the Public Works department to return with information about the results of a City-wide sidewalk assessment that was underway, to give the Council a better understanding of current sidewalk conditions in Tualatin. Additionally, Council was interested in hearing about alternative approaches to a Sidewalk Maintenance program in Tualatin.

Staff are returning to Council to provide information after the completion of the sidewalk assessment. Additionally, staff are bringing several discussion topics for Council to weigh in on. Ideally, this will give staff more policy guidance on the framing of sidewalk program alternatives. Specifically, staff will seek input on overall program goals, guidance on different elements of sidewalk program structure, and level of funding for a sidewalk maintenance program. Slides in the attached Powerpoint presentation identify specific questions that staff will present during the Council meeting.

Guidance from Council on the topics discussed during the meeting will then allow staff to craft a program alternative that meets the objectives and priorities of Council.

**OUTCOMES OF DECISION:**

Guidance from City Council as a result of the presentation / discussion will inform staff on possible programmatic changes to the City's Sidewalk Maintenance Program.

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**ATTACHMENTS:**

- Powerpoint presentation slides



# Sidewalk Maintenance Program Discussion

*City Council Work Session  
January 27th, 2025*



# Overview of Topics



- Refresh – last presentation; current approach
- City-wide sidewalk assessment results
- What are our goals?
- Programmatic guidance
- Funding



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# *Refresh from Last Presentation*



- Code and Responsibility
- Current Approach - Sidewalk Maintenance Program
- Program Funding
- Challenges



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# Sidewalk Assessment

- Completed Fall 2024
- Process
- Findings :
  - 2,091 defects recorded
    - Minor Hazards: 323
    - Medium Hazards: 1,184
    - Severe Hazards: 584
  - 880 of the defects caused by street trees
- **Cost of backlog:** estimated \$1.3 million



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# What are our Goals?



- Well maintained sidewalks throughout Tualatin
- Minimize tripping / safety hazards

## What other goals may Council have?

- *Cost burden alleviation for residential property owners?*
- Program guidance can help us further define our goals



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# Programmatic Guidance

- Should the program aim to address:
  - *Most severe sidewalk defects?*
  - *Areas with highest pedestrian traffic?*
  - *Areas considered high equity need?*
  - *All defects, regardless of location (ie, business as usual)*
  
- Should property owners have some ‘skin in the game’?:
  - *Financial*
  - *Coordination of work, permits*
  - *Who initiates work?*



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# Funding for Sidewalks



- **Current funding**
  - Funded via Road Utility Fee: around \$4.43 per month on utility bill.
  - Amount indexes annually
  - \$150,000 of that amount budgeted annually for Sidewalk Maintenance Program
- **Funding the Backlog**
  - Estimated \$433,000 needed annually to catch up with backlog of defects.
  - *To get 'back' onto a 3 year rotation, what would cost increase be on a monthly bill?*



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# Next Steps

- Based on Council feedback at tonight's meeting, staff will develop programmatic alternatives for Council to consider.
- Based on programmatic guidance, funding alternatives may be brought back by staff.



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