



TUALATIN CITY COUNCIL MEETING

MONDAY, MAY 09, 2022

JUANITA POHL CENTER
8513 SW TUALATIN ROAD
TUALATIN, OR 97062

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

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, May 9. 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 calling in using the number below 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>

Work Session

- 1. 5:30 p.m. (30 min) – PGE's Fleet Partner Program.** PGE currently offers a program which incentivizes electrification of vehicle fleets by paying a large portion of the cost to install chargers. The goal of this program is to speed up the transition to electric vehicles to mitigate climate impacts. Staff will present information about the program and seek Council direction on whether to pursue the program for the City of Tualatin fleet.
 - 2. 6:00 p.m. (30 min) – School Resource Officer Program Update.** Staff will present an update of the School Resource Program for the year to date and discuss the contract for the upcoming school year.
 - 3. 6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable.** Council will review the agenda for the May 9th City Council meeting and brief the Council on issues of mutual interest.
-

7:00 P.M. CITY COUNCIL MEETING

Call to Order

Pledge of Allegiance

Announcements

1. Public Health Announcement
2. Proclamation Declaring the Week of May 15-21, 2022 as National Police Week 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 April 25, 2022

Special Reports

1. Republic Services Annual Report (2021- 2022)

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. 5611-22** Authorizing the City Manager to Sign an Intergovernmental Agreement for Library Services Between the City of Tualatin and Washington County
2. Consideration of Recommendations from the Council Committee on Advisory Appointments

Council Communications

Adjournment

Meeting materials, including agendas, packets, public hearing and public comment guidelines, and Mayor and Councilor bios are available at www.tualatinoregon.gov/council.

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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.



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Maddie Cheek, Management Analyst I
DATE: May 9, 2022

SUBJECT:
Portland General Electric (PGE) Fleet Partner Program Update

RECOMMENDATION:
Pursue PGE's Fleet Partner Program to initiate the transition of City fleet vehicles from conventional vehicles to electric vehicles.

EXECUTIVE SUMMARY:

PGE currently offers a Fleet Partner program, which incentivizes electrification of commercial and local government vehicle fleets by paying a large portion of the cost to install chargers. The goal of this program is to speed up the transition to electric vehicles to mitigate climate impacts.

PROGRAM OVERVIEW:

In Fall 2021, PGE approached the City of Tualatin with their Fleet Partner Program, an incentive program aimed at transitioning business and local government vehicle fleets from conventional vehicles (those that operate on fossil fuels) to electric vehicles (EVs) by providing a financial incentive for organizations to install 'make-ready infrastructure' for EV charging. 'Make-ready infrastructure' refers to the electrical conduit, meter, and associated equipment; everything needed for installation and use of EV chargers except the chargers themselves.

The City of Tualatin worked with PGE through the planning phase by providing data on which of our current fleet vehicles could transition to EVs over the next 10 years, as well as vehicle usage information, and site plans for the upcoming parking lot project at the Tualatin City Services site. This allowed staff to ensure that the City qualified for the incentives and provided an overview of the costs and benefits of the program. Based on our proposed plans, PGE will pay approximately 50% (\$75,802) of the cost to design through their Fleet Partner Build Incentive and construct the 'make-ready' infrastructure that will allow us to install EV chargers. The City is responsible for the remaining amount of \$76,622.

The next phase of the project, if the City chooses to pursue it, is the build phase, in which PGE provides final design and installation of make-ready infrastructure and a Fleet Partner Build Incentive based on forecasted energy use of the chargers. The City would be responsible for purchasing EV chargers and paying for the cost of installation, maintenance, and operation of the chargers. PGE would install, maintain, and own all the other make-ready infrastructure leading up to the base of the chargers. The City would also be required to keep chargers operational and share charging data with PGE for 10 years, as well as use 364,435 kWh of electricity for vehicle

charging by 2032. The project team has no concerns about meeting this electricity requirement given fleet usage data.

Staff compared the capital costs (fueling infrastructure and vehicle replacement), fuel costs, and maintenance costs of conventional vehicles and EVs over the next 10 years. In the next decade, the City would spend roughly \$1.3 million for conventional vehicles, or \$1.14 million on EVs for this group of 19 vehicles. The City would save approximately \$160,000 in the next decade if it pursues the PGE Fleet Partner Program and switches the 19 vehicles identified in this analysis to EVs.

OUTCOMES OF DECISION:

The following outcomes will occur if the City decides to pursue PGE's Fleet Partner Program:

- Replace at least 19 conventional vehicles with EVs over the next 10 years.
- Reduce greenhouse gas emissions from City operations by 45-85 metric tons of carbon dioxide in the next 10 years. This is equivalent to canceling out the emissions from annual power use for 30-55 average households¹.
- City will pay make-ready infrastructure costs not covered by PGE (Estimated at \$76,622).
- City will purchase and install ten (10) level 2 charging ports (five charging pedestals) by 2032. The net cost of chargers is \$36,000 for the City, and includes a rebate of \$1,000 per charger.
- Sign an easement for PGE-owned 'make ready' charging infrastructure.

ALTERNATIVES TO RECOMMENDATION:

Continue to replace City fleet vehicles with conventional vehicles, purchase fossil fuels to power these vehicles, and pay roughly 35% more to maintain these vehicles than the electric alternative.

CLIMATE IMPLICATIONS:

Reduce greenhouse gas emissions from City operations by 45-85 metric tons of carbon dioxide in the next 10 years. While the City's climate action planning process is currently in progress, it is likely that one of the recommendations from the plan will be to increase EV adoption in the city.

FINANCIAL IMPLICATIONS:

Infrastructure & chargers. The City would be responsible for paying 'make-ready' infrastructure costs (\$76,622), plus the cost of chargers (\$36,000) for a total of \$112,622 to install EV infrastructure.

Vehicles. Currently, EVs cost roughly \$10,000 more per vehicle than their conventional counterparts. However, use of EVs reduces each vehicle's fueling and maintenance costs and reduces the need for a large-scale fuel tank replacement project, making the costs more competitive over the life of the vehicle. Staff expect this to result in an overall savings of \$160,000 over the next 10 years.

ATTACHMENTS:

-PowerPoint Presentation

¹ <https://www.climateneutralgroup.com/en/news/what-exactly-is-1-tonne-of-co2/>

PGE FLEET PARTNER PROGRAM UPDATE

MAY 9, 2022



OVERVIEW

-
- Program overview + requirements
 - Benefits + other considerations
 - Making the switch
 - Recommendation
 - Questions?

KEY POINTS

PGE pays
50% of
infrastructure
costs

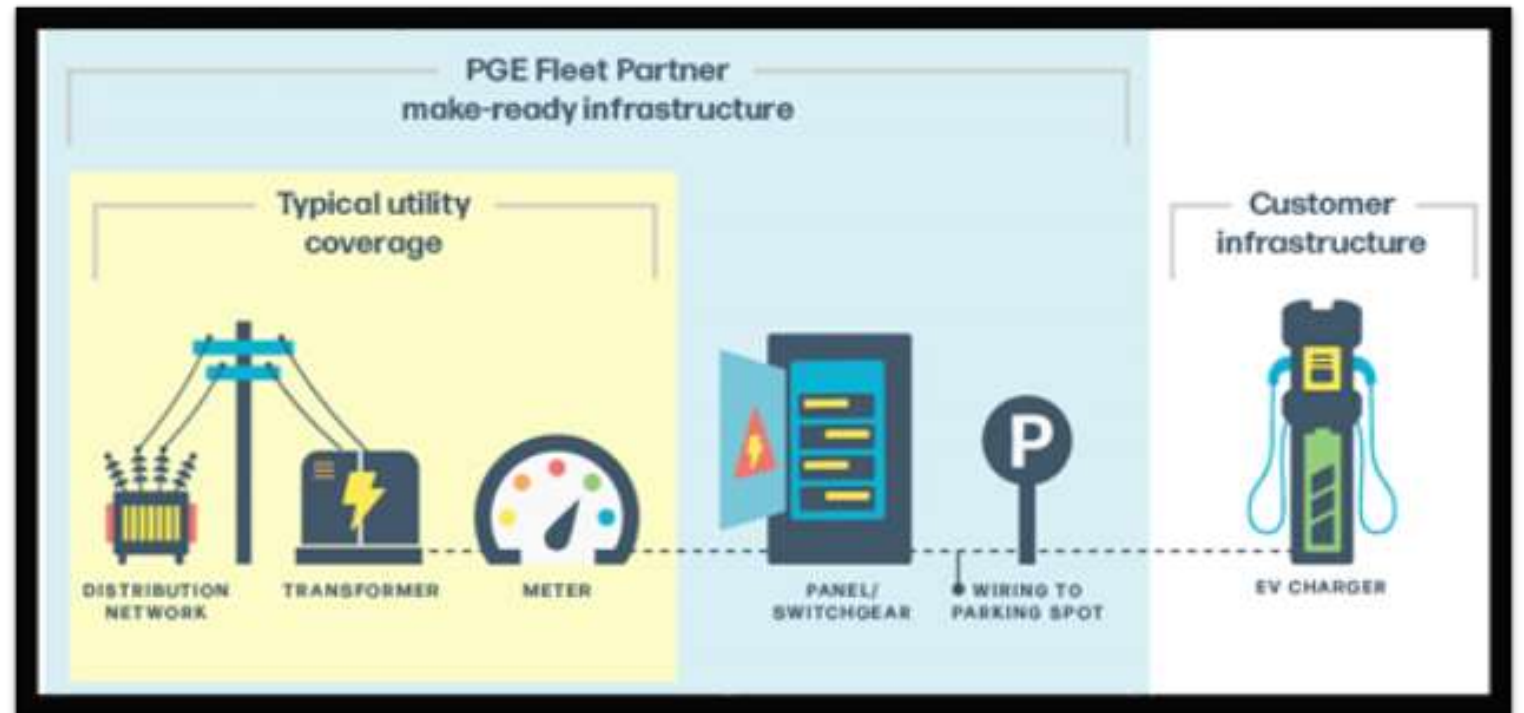
Demonstrate
the City's
commitment
to climate
action

Making the
switch is
socially and
ecologically
prudent

Switching to
EVs is
inevitable

WHAT IS THE PGE FLEET PARTNER PROGRAM?

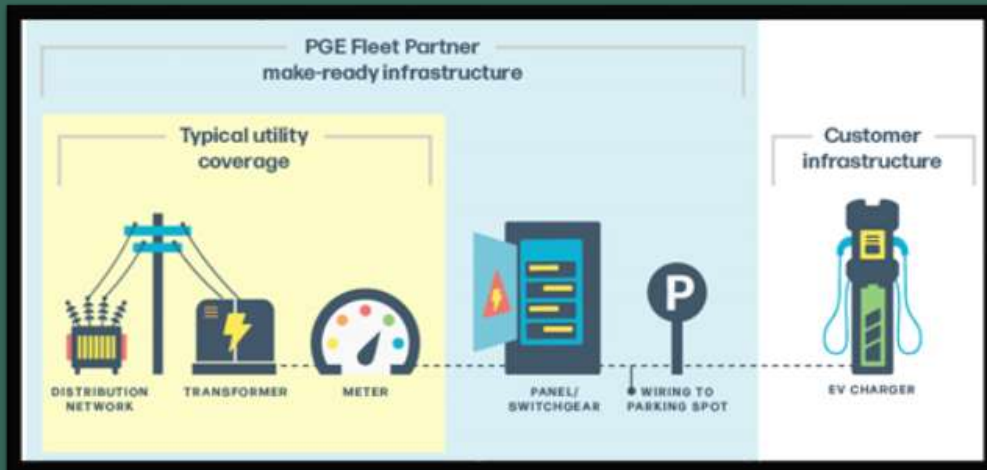
A **limited-time** program that **provides financial incentives** to organizations that want to **transition their fleets** from conventional vehicles to **electric vehicles**



PROGRAM REQUIREMENTS

- Pay make-ready infrastructure costs not covered by PGE (\$76,800)
- Purchase and install 10 level 2 charging ports by 2032 (\$36,000)
- Use 364,435 kWh of electricity for vehicle charging by 2032
- Keep chargers operational and share charging data with PGE for 10 years
- Sign an easement for PGE-owned infrastructure

No concerns about meeting this requirement.



MAKING THE SWITCH

Conventional vehicles



Electric vehicles

Continue to purchase, operate, and maintain gas-powered vehicles.

- 12 pickup trucks
- 2 vans
- 5 SUVs

Replace gas-powered vehicles with EVs.

- 12 electric pickup trucks
- 1 electric van
- 6 electric SUVs

HOW DO THE COSTS STACK UP?



VEHICLE REPLACEMENT – **EVs currently cost about \$10,000 more** than conventional vehicles.



FUEL COSTS – On average, **EV owners spend 60% less on electricity to fuel their vehicles** than owners of gasoline-powered vehicles.



MAINTENANCE COSTS – On average, **EV owners spend 35% less on maintenance** than owners of conventional vehicles.

BENEFITS OF THIS PROGRAM



PGE covers 50%
of make-ready
infrastructure
costs



Reduce City's
O&M costs
for infrastructure
leading up to the
chargers



Reduce
greenhouse gas
emissions
from City
operations by 45-
85 metric tons
of CO₂ in the
next decade*



Demonstrate
City's
commitment to
climate action



Contribute to
better air and
water quality by
reducing pollution
from gas-powered
vehicles



*Equivalent to canceling out the emissions from annual power use for 30-55 average households
(Source: <https://www.climateutralgroup.com/en/news/what-exactly-is-1-tonne-of-co2/>)

OTHER CONSIDERATIONS



We have to make this change

Oregon SB 1044 (2019) **requires at least 90% of new vehicles sold annually to be zero emissions vehicles by 2035.**



Tualatin's Climate Action Plan

EVs likely to be a recommended strategy to reduce emissions



Rebates and incentives

Oregon Clean Fuels Program
Oregon Clean Vehicle Rebate Program
PGE Business EV Charging Rebates

RECOMMENDATION

- Pursue the Fleet Partner Program



QUESTIONS?

PGE pays
50% of
infrastructure
costs

Demonstrate
the City's
commitment
to climate
action

Making the
switch is
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Switching to
EVs is
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City of Tualatin

**CITY OF TUALATIN
Staff Report**

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Bill Steele, Chief of Police
DATE: April 27, 2022

SUBJECT:
Discussion of the state of the School Resource Officer program and contract.

EXECUTIVE SUMMARY:
Police will present an update of the School Resource Program for the year to date and discuss the contract for the upcoming school year.

ATTACHMENTS:

-PowerPoint presentation
-

Tualatin Police SRO Program

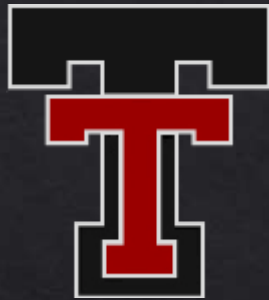
2021 – 2022 School Year Update

TUALATIN SRO HISTORY

- ◇ The Tualatin Police Department has partnered with the TTSD for 35 years.
- ◇ 1987 - First Tualatin SRO was assigned
- ◇ 1994 – Tualatin adds a second SRO to the program
- ◇ 2006 - a third SRO position was added
- ◇ Currently Tualatin Police Department has two SROs assigned to Tualatin High School

Two SRO's assigned to Tualatin High School

Coverage when requested at:
Hazelbrook Middle School
Bridgeport Elementary
Byrom Elementary
Private and Charter Schools



A Day in the Life of a SRO

- ◆ Attended Staff In-Service Training
- ◆ Hosted a Meet and Greet with TUHS LATINX Parents
- ◆ Met with Immigration and Refugee Group Leaders
- ◆ Met with School Admin and a Student who brings a knife to School
- ◆ Counsel Student on consequences of sharing intimate photographs
- ◆ Met with counselor, student, and parents to discuss telephonic harassment issue
- ◆ Met with Government class to discuss Search and Seizure

Spreading Holiday Cheer!



What's working well with the SRO Program?

- ◇ 75 Police Reports Taken (Ranging from Found Property to Sex Abuse)
- ◇ 24 Arrest Referrals (MIP Marijuana/Alcohol to Assault III)
- ◇ These calls were all generated from Parents, Students or School Faculty, that would have otherwise been handled by a Patrol Officer

Challenges for the SRO's in the Program

- ◆ Identifying and meeting with the various affinity groups.
- ◆ Stakeholders were identified to serve on a group but the goal has not been clearly defined. It has been referred to as a “task force”, a “steering committee” and a “nimble committee”.
- ◆ SRO's are repeatedly explaining and educating attendees on their function and role; often times repeating presentation matter to those who were not present previously.
- ◆ Change can be good but this is a work in progress.

SRO CONTRACT

- ◆ The SRO contract with TTSD is up for renewal. The school board will meet to vote on May 23rd.
- ◆ The current contract covers one-half of one SRO's salary, during the months of September through June.
- ◆ The proposed contract will remain unchanged, with the exception of a slight increase for wages.

◆ Questions?



City of Tualatin

CITY OF TUALATIN
Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Bill Steele, Chief of Police
DATE: May 9, 2022

SUBJECT: Proclamation Declaring the Week of May 15-21, 2022 as National Police Week in the City of Tualatin.

EXECUTIVE SUMMARY:

May 15 of each year has been dedicated by Congress as Police Memorial Day, and the week surrounding it is dedicated as National Police Week. On average, one law enforcement officer is killed in the line of duty somewhere in the United States every 54 hours. Since the first known line-of-duty death in 1791, more than 23,000 U.S. law enforcement officers have made the ultimate sacrifice. The City of Tualatin is proud of our law enforcement officers and wishes to recognize their commitment to the public safety profession.

ATTACHMENTS:

-Proclamation – Tualatin Police Week

Proclamation

Declaring the Week of May 15-21, 2022 as National Police Week in the City of Tualatin

WHEREAS the Congress of the United States of America has designated May 15 as “*Peace Officers Memorial Day*” in honor of the Federal, State, and Municipal Officers who have been killed or disabled in the line of duty; and the week in which it falls as “*National Police Week*”; and

WHEREAS it is known that on average, one law enforcement officer is killed in the line of duty somewhere in the United States every 54 hours. Since the first known line-of-duty death in 1791, more than 23,000 U.S. law enforcement officers have made the ultimate sacrifice; and

WHEREAS law enforcement officers, including Tualatin Police Officers are our guardians of life and property and defenders of the individual rights of freedom; and

WHEREAS the City of Tualatin is proud of our law enforcement officers and wish to recognize their commitment to the public safety profession; and

WHEREAS the Tualatin Police Department and officers provide the highest quality services and are committed to the highest professional standards, working in partnership with our community, to meet the challenges of reducing crime, creating a safe environment, and improving the quality of life for all.

NOW, THEREFORE BE IT PROCLAIMED that the City of Tualatin designates the week of May 15-21, 2022, as “*National Police Week*” in the City of Tualatin to call attention to our Tualatin Police Officers for the outstanding service they provided to our community.

INTRODUCED AND ADOPTED this 9th day of May 2022.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder



City of Tualatin

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: May 9, 2022

SUBJECT:
Consideration of Approval of the Work Session and Regular Meeting Minutes of April 25, 2022

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

ATTACHMENTS:

- City Council Work Session Meeting Minutes of April 25, 2022
- City Council Regular Meeting Minutes of April 25, 2022



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR APRIL 25, 2022

Present: Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Christen Sacco

Absent: Councilor Valerie Pratt, Councilor Cyndy Hillier

Mayor Bubenik called the meeting to order at 5:00 p.m.

1. Parks Funding Survey and Engagement Outreach Results.

Parks and Recreation Director Ross Hoover, Consultant Clark Worth, and Consultant John Horvick presented final opinion research results for Tualatin Parks Funding. Consultant Worth shared opinion research that has been conducted on this over the last two years. He stated there has been consistency in results. Consultant Horvick shared telephone survey results of 300 residents. He stated transportation remains the top issues for voters followed by crime and affordable housing. Consultant Horvick stated 80% of voters are satisfied with park and recreation services. He stated top parks funding priorities include upgrading lighting, restrooms, and safety features in existing parks. In addition, they would like to see new walking and biking trails that connect parks, schools, and shopping areas. The survey showed improving existing parks and trails was a higher priority than creating new parks and trails in the city. Consultant Horvick shared effective supporting messages and core messaging themes including connection, accessibility, nature, children, joy, and transportation benefits. He shared the National Sour Mood survey regarding their overall happiness, he stated for the first time Americans are showing they are not too happy, noting there has been a decline in Tualatin but the numbers are significantly better than statewide numbers. Consultant Horvick stated the mood right now with voters is negative and so it will be important to show the importance in this measure. Consultant Worth shared online survey results stating 890 people responded with 89% of respondents stating they use the parks several times per week or month. Consultant Worth stated improving current parks and trails citywide ranked the highest with priority projects including connecting trails, partnering with the school district for use of sport fields, setting aside land for the future, and access points to the river. He stated there is solid support for a parks funding measure with 41% voting strongly supporting and 28% supporting with questions. Consultant Worth stated when you combine the phone and online survey the priorities still remained clear. He reiterated the need to allocate money to create a walkable and bikeable community with interconnect trails, maintain the parks, and expand park access to parts of the community that lack them. He stated swing voter priorities include connected trails, park renovation, and playground equipment. Consultant Worth shared the testing results on dollar amounts for funding, stating support drops when an amount was mentioned. He shared what the success formula would need to be for the measure to pass including making it community driven, having something for everyone, identifying priority projects, being mindful most residents don't visit the parks regularly and think they are in good condition, and including the "right-size" funding ask. Consultant Worth shared different levels of a funding request stating \$125 annually polled unsuccessfully. He shared a chart that matches projects to funding requests, noting the projects on the list are spread citywide. Consultant Worth stated the game plan moving forward

is to sharpen the ask, develop a crowd-sourced project list, launch a branded public education campaign, organize a grassroots movement, capitalize on the Tualatin Moving Forward brand, and drafting a solid ballot title. He shared a timeline leading up to a November election date. Director Hoover stated staff is recommending the shared game plan by engaging the community in developing a project list and putting a package together to bring back to Council for approval.

Councilor Brooks asked about messaging and if it would be helpful to include information about deferred maintenance and how it affects overall happiness in the City of Tualatin. Consultant Horvick stated the average voter wants to hear something optimistic and how it will benefit their lives. He stated that specific messaging would be good for targeted groups of residents but not as a broad messaging campaign.

Councilor Brooks asked if students will be involved in the focus groups. Director Hoover stated they have reached out to youth leaders in the community to ensure they are part of this process.

Council President Grimes asked if the parks utility fee was brought up during testing or in focus groups. Consultant Horvick stated it was part of the focus groups, noting the connection was not made to the utility fee as there was not a lot of awareness around it.

Council President Grimes stated \$30 million is less than what the city needs to fix the current parks and she expressed concerns with new projects being added and the bond not being enough funding. She asked what progress can be made on the repairs for the current infrastructure. Director Hoover stated the parks utility fee is being used to help replace aging infrastructure. He stated the bond would provide the upfront capital the city needs for larger scale investments.

Councilor Reyes asked how many people were asked to participate in the survey. Consultant Horvick stated 300 people were asked to participate in the phone survey and 900 completed the online survey. Councilor Reyes asked if Spanish speakers were engaged in the process. Consultant Horvick stated the survey was available in English and Spanish. He stated Spanish language responses were received.

Councilor Reyes expressed concerns with the cost of the measure with all of the additional bonds that are anticipated to be on the ballot.

Mayor Bubenik asked how you engage stakeholders who are not avid users of the parks and receive their feedback. He stated most users showed interest in fixing the current infrastructure and not expanding the parks system, how do you address that. Consultant Worth stated there was appeal in river access and the partnership with the schools, both offer tangible benefits to the community.

Mayor Bubenik asked what the polling percentage is that there is confidence that the measure would pass successfully. Consultant Horvick stated you want to poll above 60%. He stated research showed there is room to move constituents closer to that number if there is a more detailed project list. Consultant Worth stated with leadership support and a grass roots campaign you can make this work.

Mayor Bubenik asked what the Council's support is for convening further stakeholder groups to refine the package. Council consensus was reached to move forward with refining the package.

2. Non-Profit Corporation Low-Income Housing Tax Exemptions.

Finance Director Don Hudson presented the non-profit corporation low-income housing tax exemptions. He stated the city received a request from Community Partners for Affordable Housing (CPAH) seeking a non-profit corporation low-income housing property tax exemption under state statute. Director Hudson shared exemption criteria including the property being owned by a 501(c)(3), being occupied by low-income persons, and being approved by the City Council. He stated the process includes the corporation filing an application annually, receiving Council approval, and the city certifying the exemption to the County Assessor. Director Hudson stated next steps would be for the City to communicate with other taxing districts, develop an application process, and consider an ordinance outlining the process.

Council President Grimes asked what the amount of forbearance would be. Director Hudson stated the estimated forbearance would be around \$10,000 from the City.

Director Hudson stated the benefits to CPAH be granted this allows them to not carry this additional cost forward to low-income renters.

Council President Grimes asked in the application if CPAH would call out how the benefit would be used. Director Hudson stated that is asked in the application.

Councilor Brooks asked how many units the project would be. Director Hudson stated they are expecting 103-116 units. Councilor Brooks stated this will be the first development like this in Tualatin and she looks forward being able to provide this type of housing.

Mayor Bubenik asked if this is just for property taxes. Director Hudson stated that is correct.

Council consensus was reached to direct staff to draft an ordinance for consideration.

3. Council Meeting Agenda Review, Communications & Roundtable.

Councilor Sacco stated she attended the Metro Diversity Event and the Tolling Diversion Committee meeting.

Councilor Brooks stated she is proud to be the first female Chair of the Water Consortium. She stated Drinking Water Week is coming up and she acknowledged the City's water crew and all they do.

Council discussed if they would like to carry on the Moment of Silence section on the Council meeting agenda. They recognized frontline workers and healthcare providers for all they have done during the pandemic. The decision was reached to transition this item to a Public Health Announcement.

Councilor Brooks stated she attended the Council Committee on Advisory Appointments meeting where they interviewed applicants for the Equity Planning Group. She stated she attended the Water Consortium meeting, the Policy Advisory Board meeting, and the Climate Action Planning group meeting.

Councilor Reyes stated she attended the Council Committee on Advisory Appointments meeting where they interviewed applicants for the Equity Planning Group. She stated she has been working with the Tualatino's on developing a Latino's Business Alliance.

Mayor Bubenik stated he attended the Meet the Mayors event with Greater Portland Inc., the Tigard-Tualatin High School Student Union Voice Summit, the Washington County Coordinating Committee meeting, the Tualatin Chamber of Commerce Board meeting, the Core Opportunity Reinvestment Group meeting, and the Metropolitan Mayors Consortium meeting.

Adjournment

Mayor Bubenik adjourned the meeting at 6:58 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR APRIL 25, 2022

Present: Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Christen Sacco

Absent: Councilor Valerie Pratt, Councilor Cyndy Hillier

Call to Order

Mayor Bubenik called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Moment of silence for those who have lost their lives to COVID-19

Announcements

1. Proclamation Recognizing the Winona Grange on its 125th Birthday

Council President Grimes read the proclamation recognizing the Winona Grange on its 125th Birthday.

2. Proclamation Declaring the Week of May 1 – 7, 2022 as “Public Service Recognition Week”

Councilor Brooks read the proclamation declaring the week of May 1-7, 2022 as Public Service Recognition week in the City of Tualatin.

Public Comment

Tualatin Chamber of Commerce’s new Executive Director Anneleah Jaxen introduced herself.

Consent Agenda

Motion to adopt the consent agenda made by Council President Grimes, Seconded by Councilor Brooks.

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Reyes, Councilor Sacco

MOTION PASSED

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of April 11, 2022

2. Consideration of Updates to the Intergovernmental Agreement with the Cooperative Public Agencies of Washington County (CPAWC) Association to Retain Membership

Special Reports

1. Metro Update Presented by Metro Councilor Gerritt Rosenthal

Metro Councilor Gerritt Rosenthal presented a regional update. He stated Metro conducted a poll and top priorities were homelessness and solutions to trash issues. Councilor Rosenthal stated the Regional Homeless Services have placed 456 people into supportive housing, provided rental assistance to 1,406 people, and funded 700 new regionally-funded shelter beds. He stated the Housing Bond is moving along and has opened 180 affordable homes with 2,800 more homes in design or construction and in the end 12,000 people will have affordable homes from the bond. The program also provides support to help with outreach, addiction recovery, and providing greater regional coordination. Councilor Rosenthal stated Metro is working on waste by providing a better solution for food waste and removing waste from the streets. He stated in regards to transportation they are working on updating the Regional Transportation Plan, establishing regional flexible funds for local projects, and funding of projects of regional impact. Councilor Rosenthal stated they are working to support the economy through the Oregon Convention Center, the Expo Center, Portland's, and the Zoo. He stated the parks were critical during the pandemic and stated they are not shifting their focus away from equity, regional projects and grants, and the opening of the Chehalem Ridge and Newell Creek Canyon parks.

Councilor Brooks reiterated transportation still remains a top priority for Tualatin residents. She stated there is concerns with diversion traffic from tolling in Tualatin. Councilor Brooks stated there is a large interest in trail connections here in Tualatin and would like to see Metro help with funding around those connections. She asked for more information around funding for trash cleanup around the Metro area. Councilor Rosenthal stated they received a strong commitment from ODOT to deal with and fund solutions for diversion. He stated the legislature allocated money to Metro to assist with trash pickup, he stated the grant program for allocation is still being put together.

Councilor Reyes would like to see equitable money go to parks for families. Councilor Rosenthal stated there are restrictions around some of the grant dollars but stated it is important for the city to have this as a priority and keep communicating it to Metro.

Mayor Bubenik expressed concerns with Metro's 2023 RTP Work Plan and the timeline being too aggressive to receive appropriate public input. Councilor Rosenthal agreed it needs more work and the plan needs to address more local priorities. He will be meeting with staff and asking them to allow more feedback.

Mayor Bubenik expressed concerns about the proposed rate increase for tipping fees and the 7-8% increase over the next 7 years. Councilor Rosenthal stated there is a need to expand the facilities and programs. He stated he will send over the letter with their response to Clackamas County regarding their concerns.

Councilor Brooks asked Mayor Bubenik to summarize his meeting on diversion from earlier today. Mayor Bubenik stated the MMC discussed ODOT's tolling and brainstormed how to get true congestion pricing in the region. Councilor Rosenthal stated ODOT has recognized they need to study diversion and do something about it.

General Business

1. Consideration of **Ordinance No. 1466-22** and **Resolution No. 5612-22** Adopting Metro Regional Service Standards

Management Analyst Lindsay Marshall presented the Metro Regional Service Standards. She stated the ordinance adopts the changes into the code as discussed at the last meeting while the resolution makes changes to the franchise agreement with Republic Services.

Councilor Brooks stated this ordinance should help with the issues they have received around garbage overflowing and rate of pickup in apartment complexes. She stated she is happy to see consistency come to the colors of bins and signage for those who move to different locations around the Metro and hopes this helps prevent contamination.

Councilor Reyes stated she would like more education around contamination in recycling.

Mayor Bubenik stated these are minimum standards and the Council has the ability to enhance the regulations to fit the city's needs.

Mayor Bubenik asked what the impact is if the city does not adopt the Regional Service Standards. Analyst Marshall stated there is the potential that Metro could withhold funding in the future. She stated staff is recommending adoption of the standards.

Motion for first reading by title only made by Council President Grimes, Seconded by Councilor Brooks.

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Reyes, Councilor Sacco

MOTION PASSED

Motion for second reading by title only made by Council President Grimes, Seconded by Councilor Brooks.

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Reyes, Councilor Sacco

MOTION PASSED

Motion to adopt Ordinance No. 1466-22 implementing Residential Service Standards for Solid Waste and Recycling made by Council President Grimes, Seconded by Councilor Brooks.

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Reyes, Councilor Sacco

MOTION PASSED

Motion to adopt Resolution No. 5612-22 imposing solid waste collection requirements on the City's franchised haulers pursuant to subsections 7(A), 7 (J), 7(N); and 11(A), as well as sections 14 and 16 of Ordinance 1318-11 made by Council President Grimes, Seconded by Councilor Brooks.

Voting Yea: Mayor Bubenik, Council President Grimes, Councilor Brooks, Councilor Reyes, Councilor Sacco

MOTION PASSED

Council Communications

Mayor Bubenik asked how the Council feels about bringing meetings back in person.

Councilor Reyes would like to see the meetings hybrid. She looks forward to seeing everyone in person. Councilor Sacco and Council President Grimes concurred.

Councilor Brooks stated she wants to be mindful of respecting everyone's needs. She is grateful for the amount of work the Council has done over there time virtually. She is fine with meeting in person.

Council consensus was reached to see how the in person Budget meeting goes on May 16th and then they will further discuss at the May 23rd meeting.

Councilor Brooks stated the Tualatin Sustainability Network celebrated Earth Day by collecting trash.

Councilor Reyes thanked everyone who interviewed for the Equity Planning Group.

Adjournment

Mayor Bubenik adjourned the meeting at 8:38 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



City of Tualatin

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
DATE: May 9, 2022

SUBJECT:
Republic Services Annual Report (2021-2022)

EXECUTIVE SUMMARY:

Republic Services, the City's solid waste and recycling provider, will present their annual report to the Council. Highlights include both residential and commercial service information, financial information, and upcoming opportunities.

Republic will also request to return and ask for the Council's consideration of adopting rates for commercial organics (food scraps) collections at the May 23, 2022 meeting. The commercial organics rates were originally to be considered after the adoption of the Business Food Scraps Ordinance in 2019 and begin in 2021, however the implementation of the Business Food Scraps program was delayed for two years due to COVID-19.

ATTACHMENTS:

- Republic Services PowerPoint Presentation
- Republic Services 2021-2022 Council Packet

City of Tualatin

May 9th, 2022 Council Packet



Republic Services of Clackamas and Washington Counties



Customer Container Counts

Residential Sizes	Container Counts
20G Can	527
35G Cart	3,156
65G Cart	2,297



Multi Family	Container Counts
35G Cart	14
65G Cart	85
Front Load	110



Commercial Sizes	Container Counts
35G Cart	81
65G Cart	121
95G Cart	117
Front Load	585

Industrial	Hauls
Drop Boxes and Compactors	7,699
*includes all material streams	



Material Destinations

Name	Location	Total Volumes
Brian Clopton Excavating	Sherwood, OR 97140	20
Coffin Butte	Corvallis, Oregon 97330	129.3
Glass to Glass	Portland, OR 97217	100
Greenway Recycling	Portland, Oregon 97210	253.7
Grimm's Fuel Company	Tualatin, OR 97062	0.9
Marion County Burner, Covanta	Salem, Oregon 97305	25.7
Metro South	Oregon City, OR 97045	761.6
NW Polymer	Mollala, Oregon 97038	500.3
Pride Disposal	Sherwood, Oregon 97140	1,263.7
S&H Recycling	Tualatin, Oregon 97062	1,066
Willamette Resources Inc. (WRI)	Wilsonville, Oregon 97070	42,199.4



Statement of Income

For Years Ended December 31, 2019-2023

	Actuals			Forecasted	
	2019	2020	2021	2022	2023
Revenue	\$9,765,280	\$10,240,786	\$10,634,491	\$11,115,993	\$11,619,295
Cost of Operations	\$7,834,429	\$8,107,610	\$8,685,607	\$9,117,224	\$9,588,209
Gross Profit	\$1,930,851	\$2,133,175	\$1,948,884	\$1,998,768	\$2,031,086
Sales, General and Administrative	\$665,548	\$792,643	\$970,908	\$985,179	\$999,772
Operating Income	\$1,265,303	\$1,340,533	\$977,976	\$1,013,589	\$1,031,315
Income Taxes	\$361,877	\$383,392	\$285,276	\$376,751	\$383,649
Net Income	\$903,426	\$957,140	\$692,701	\$636,838	\$647,666

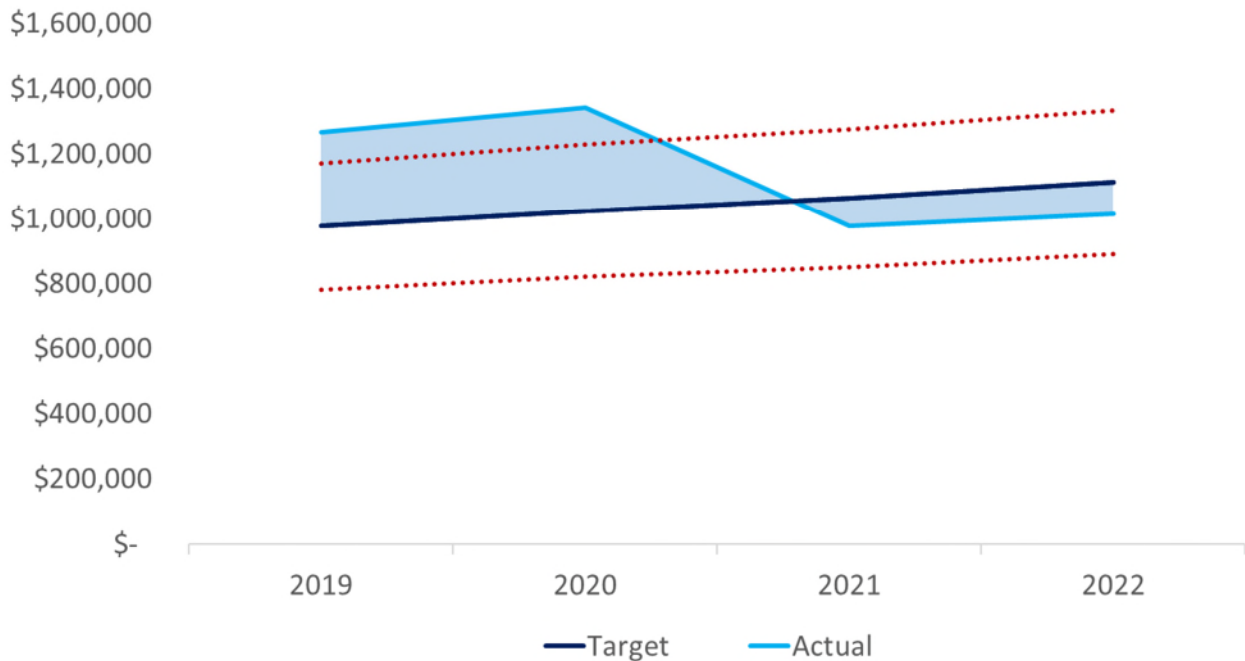


Chart notes: Numbers are still being reviewed with the County and if any changes are made we will notify the City.

Schedule of Expenses

For Years Ended December 31, 2019-2023

	Actuals			Forecasted	
	2019	2020	2021	2022	2023
<i>Cost of Operations</i>					
Disposal & Recycle	\$4,314,649	\$4,370,713	\$4,469,571	\$4,791,827	\$5,137,318
Labor	\$1,932,984	\$2,133,906	\$2,329,050	\$2,404,744	\$2,482,898
Truck & Equipment Expense	\$1,051,641	\$1,037,349	\$1,242,329	\$1,275,996	\$1,323,335
Franchise Fees	\$227,434	\$238,967	\$273,460	\$273,460	\$273,460
Other Direct Expense	\$307,721	\$326,676	\$371,197	\$371,197	\$371,197
Cost of Operations	\$7,834,429	\$8,107,610	\$8,685,607	\$9,117,224	\$9,588,209
<i>Sales, General and Administrative</i>					
Management & Administrative Expense	\$531,664	\$572,381	\$634,288	\$648,559	\$663,152
Other Overhead Expenses	\$133,884	\$220,261	\$336,620	\$336,620	\$336,620
Sales, General, and Administrative	\$665,548	\$792,643	\$970,908	\$985,179	\$999,772

NOTE: This expense schedule is based on NO rate adjustment taking effect for 2022 - 2023. The only two line items that we would expect to see changed with a rate adjustment are Franchise Fees and Bad Debt.



Tualatin Customers

“Your billing person went above and beyond to help the customer get her acct set up correctly. Great Job!!” **-CHARLENE**

“Your driver walked me through the temp 3yard service and thankful for how easy he made the process.” **-Theresa**

“I am very impressed with your prompt service. I was pleasantly surprised at how quickly you took care of my missed pickup a few months ago. I am also very impressed with your communications regarding the weather delays!” **-Elizabeth**

“Your recycling driver helped when he saw that I was struggling with my yard debris bin. Wanted to say thanks!” **-Dawn**

“Thankful for your drivers personal note on volume of oil that can be picked up each week.” **-William**

“Your driver stopped to wait for me to pull out my yard waste cart for pickup. You’ve got the best service ever! Thanks so much to this driver!!!” **-Denise**



Bundled Commercial Organics

Commercial Organics	x1	x2	x3	x4	x5
65 Gallon	\$ 7.33	\$14.66	\$22.00	\$29.33	\$36.66

Front Load Pricing	x1	x2	x3	x4	x5
1 to 3 Yard	\$ 42.77	\$85.54	\$128.31	\$171.08	\$213.85

Roll-cart Service once a Month Example










	Standard	w/ Organics*
35 Gallon Cart	\$26.42	\$33.75
65 Gallon Cart	\$35.61	\$42.94
95 Gallon Cart	\$43.64	\$50.97
1 Yard Front Load	\$113.25	\$120.58

*Rate table built on cart level services, once a week.



Recycling Depot

Tualatin Residents can drop-off the following materials, without charge, at our Ridder Road Recycling Depot.

-  Cardboard
-  Electronic Waste (e-Waste)
-  Glass Bottles
-  Metal
-  Metal Cans
-  Paper
-  Plastic Jugs
-  Plastic Tubs
-  Polystyrene*



REPUBLIC[®]
SERVICES

Sustainability in Action

*Polystyrene (#6 plastics) was added last year.



Bulb & Battery Recycling Mail-Back Kits Process & Preparation Guide

✓ Assemble

Bulb kits are boxes which must be assembled. When taping the box's end, seal the flap edges and corners completely. Do not leave any flap edges or corners exposed. Kits for ballasts and batteries are buckets and do not require assembly.

✓ Fill

Carefully fill the kit with your bulbs, dry-cell batteries or non-PCB ballasts.

✓ Seal

When full, seal the end flaps with tape. Do not cover the return shipping label.

✓ Ship

To schedule a pickup, call 1-800-GoFedEx. Once picked up, materials are safely shipped to a vendor's facility for processing.



Did you know?



Bulbs, batteries, ballasts and other mercury-containing items are a subset of hazardous waste called "universal waste."



Federal universal waste regulations (Title 40, Part 273) say businesses are required to properly recycle their universal waste and cannot leave material on-site longer than 12 months.



When disposed of improperly, materials like mercury and lead can contaminate the environment and cause serious health and environmental risks.

Republic Services offers simple solutions, environmental responsibility and reliability.



Simple Solutions

- One-stop service provider
- Tailored options for your needs
- All-inclusive kits deliver a complete recycling solution on your schedule¹



Environmental Responsibility

- Certificate of Recycling (COR) provided
- Federally compliant kits for safe disposal
- Keeps harmful chemicals out of the environment



Reliability

- Highly certified third-party recycling partner
- Optional auto re-order for business's ongoing needs
- Receive your kit within 10 business days



REPUBLIC[®]
SERVICES

Sustainability in Action



Recycle +

- ✿ Monthly Rate, no subscription required
- ✿ Two Pick-up Opportunities Monthly
- ✿ Union CDL Drivers
- ✿ Living Wages

This is the Washington County Model



Inclusion & Diversity



MOSAIC

Mission of Supporting an Inclusive Culture – This committee of leaders ensures that inclusion and diversity are at the core of our culture and business practices.



Women of Republic

The Company's first business resource group aims to create an inclusive culture that develops and values women.



She Drives

This hiring effort strives to broaden the driver candidate pool and increase the number of women hired for driver positions.



We Work for Earth®

Campaign that reinforces Republic Services' commitment to being an inclusive employer of choice, showcasing the work our people do to protect the environment, while elevating their sense of pride in their work.





Sustainability Yearbook
Member 2021
S&P Global



MEMBER OF
Dow Jones
Sustainability Indices
In collaboration with
SAM
#RoborSAM brand



Republic Services has achieved People Magazine's 2021 Companies That Care® list.

The companies named to this list show up for humanity in a variety of ways — from showing compassion for their employees to giving back to their communities to putting diversity, equity and inclusion in the forefront of everything they do. We were recognized for our Committed to Serve campaign and the incredible Charitable Giving work we did – and continue to do – during the pandemic.

This is yet another example of our relentless commitment to our customers, our communities and to each other.



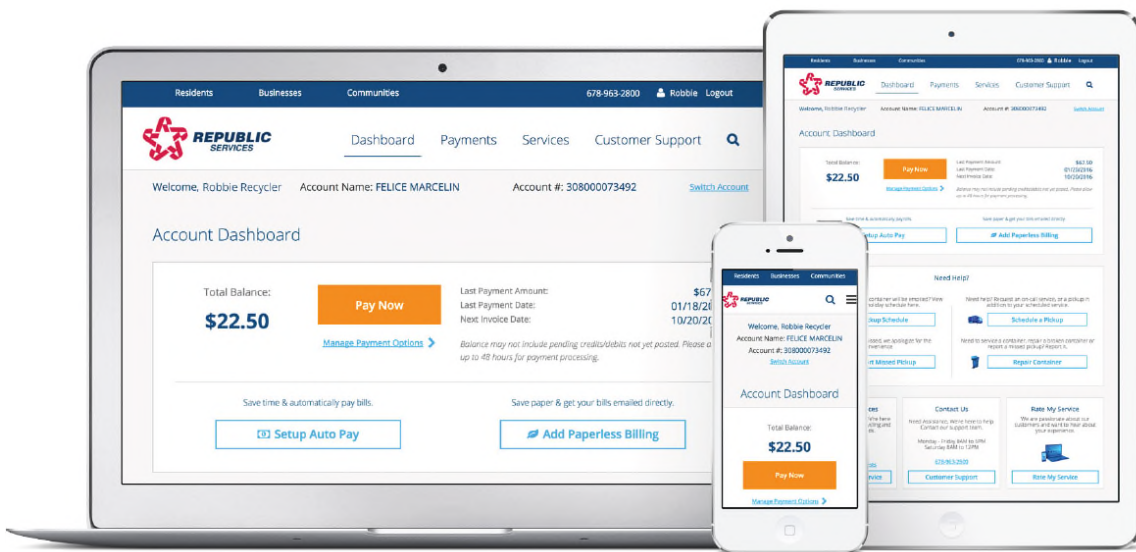
Scan here to view the entire list of 2021 PEOPLE Companies that Care® companies

Thank you for being part of a company that cares!

Republic Services Online Account

One simple tool to manage your recycling, waste, and account needs.

- ✓ Pay your bill
- ✓ Schedule a pickup
- ✓ Find new products and services
- ✓ Report a missed pickup
- ✓ Rate your services
- ✓ Request a cart repair or replacement



Visit RepublicServices.com/Account to sign up for the online portal or download the app.



Sustainability in Action



Travis Comfort, Municipal Contract Administrator
Republic Services of Clackamas and Washington Counties

TComfort@RepublicServices.com

10295 SW Ridder Road
Wilsonville, Oregon 97070



Sustainability in Action



Tualatin's Annual Report

Sustainability in Action

KJ Lewis

Municipal Relationship Manager

Travis Comfort

Municipal Contract Administrator

Residential

 20 Gallon Can

527

 35 Gallon Cart

3,156

 65 Gallon Cart

2,297

Container Counts



Multi Family

35 Gallon Cart

14

65 Gallon Cart

85

Frontload

107

Container Counts



Commercial

- 35 Gallon Cart
- 65 Gallon Cart
- 95 Gallon Cart
- Frontload

Container Counts

- 81
- 121
- 117
- 585



Industrial

Hauls

🌟 Drop Boxes and Compactors

7,699

🌟 Includes all material Streams



Residential

Volume

 Commingle Recycling	1,563
 Glass Recycling	261
 MSW	4,891
 Yard Debris	2,779



Slide notes: Material Reported in tons. Full list of materials found in our 2021 annual report.

Commercial

Volume

 Commingle Recycling 3,635

 Glass Recycling 102

 MSW 9,946



Slide notes: Material Reported in tons. Full list of materials found in our 2021 annual report.

Industrial

Volume

 Commingle Recycling	1,254
 Glass Recycling	1,241
 MSW	6,048
 Yard Debris	1,002



Slide notes: Material Reported in tons. Full list of materials found in our 2021 annual report.



I am very impressed with your prompt service. I was pleasantly surprised at how quickly you took care of my missed pickup a few months ago. I am also very impressed with your communications regarding the weather delays!

-Elizabeth, Tualatin Resident





Your driver stopped to wait for me to pull out my yard waste cart for pickup. You've got the best service ever! Thanks so much to this driver!

-Denise, Tualatin Resident



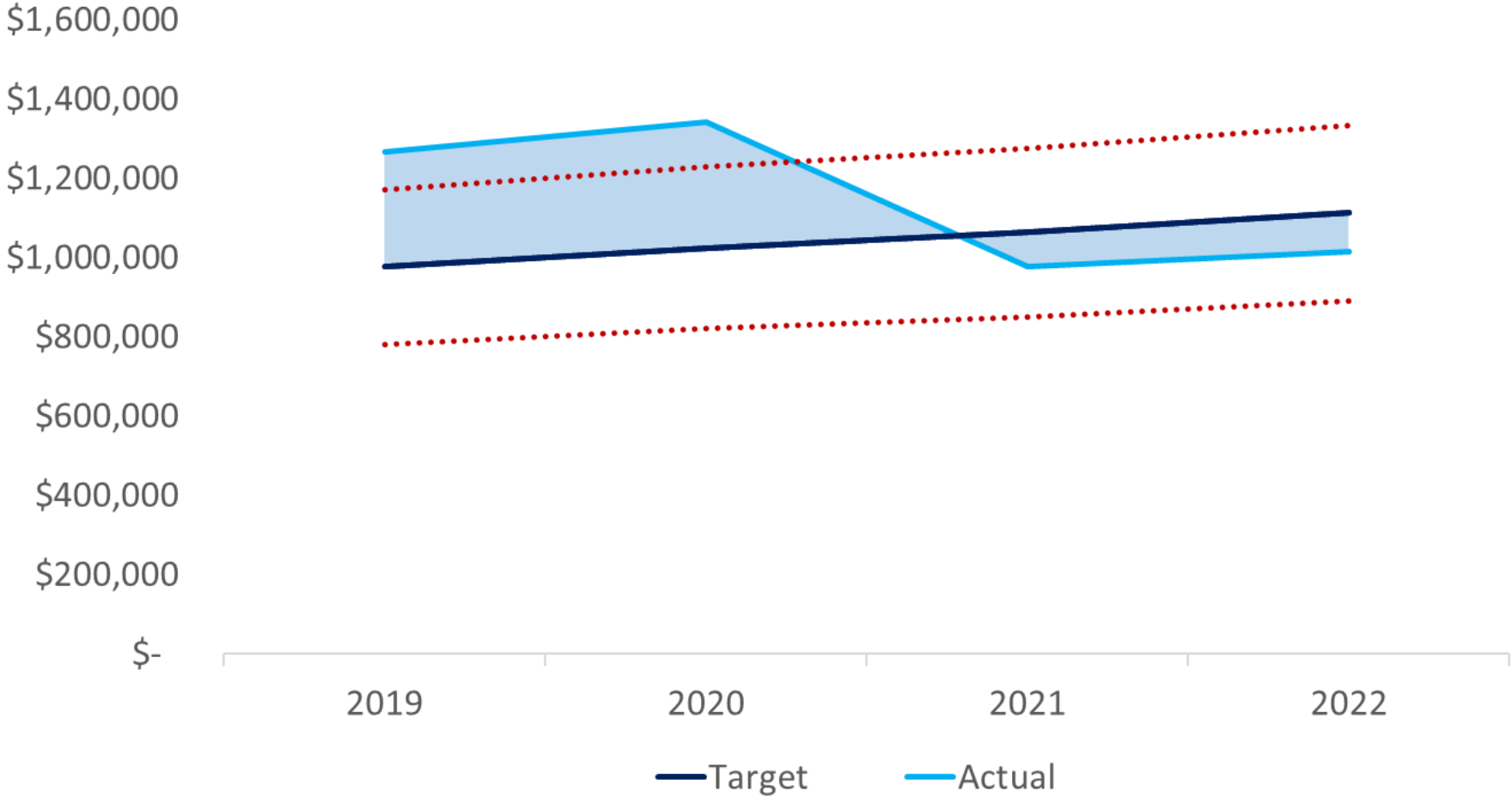
We provide continuous driver training



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Profit Compared to Acceptable Profitability Range (8% - 12%)



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*Rate table built on cart level services, once a week.

Residential Organics Possibilities





Recycling Guide | Guía de reciclaje

Recycle <i>Reciclar</i>	Garbage <i>Basura</i>	Yard Debris* <i>Residuos del jardín</i>	Glass <i>Vidrios</i>
<p>Paper Newspapers, magazines, flip & answer pads, old folders, catalogs, cardboard boxes.</p> <p>Metals Food cans, tin and steel cans, metal paint cans, aluminum foil, scrap metal.</p> <p>Plastic Three numbers, number 1, 2, 4, 5, and 6. Plastic bottles, caps, tubs, jugs, and containers of 6 oz. or larger.</p>	<p>Garbage Tires, car parts, paper, plastic, glass, Styrofoam, household appliances, oil, and auto air units, stoves, water heaters, window blinds.</p> <p>Garbage Garden hoses, hoses, hoses, gutters, oil filter, vacuum, power tool discharge tubes, paint cans.</p> <p>Garbage Appliances: refrigerators, freezers, air conditioners, washers, dryers, electric stoves, and furnaces. A/C units. All other household appliances.</p>	<p>YARD DEBRIS Sticks, brush, grass clippings, twigs, shrubs, leaves.</p> <p>Yard debris Branches less than 4 inches in diameter and longer than 6 feet in length.</p> <p>NO PAINTS, OILS, or LIQUIDS Allowed in household or yard debris.</p>	<p>Clear bottles and jars Full glass and otherwise empty bottles, beverage cans, jars.</p> <p>Dark Glass Green, brown, and amber.</p> <p>Broken Glass Not accepted in household or yard debris.</p> <p>Styrofoam Not accepted in household or yard debris.</p>

Not sure which bin it goes in?
Use our What to Recycle and Where? tool: WashingtonCountyRecycles.com/WhatToRecycle or call 503-846-3600

Does my bin "qualify" for recycling?
Recycle is the only stream that can handle household recycling.

How big can my bin be?
Residential curbside recycling bins must be 44 inches high and 66 inches wide.

Top 5 things to keep out of your recycling bin:
Lids, caps, 2 liter and up soft drink bottles.

WashingtonCountyRecycles.com | 503.846.3600

Mixed Recycling
Reciclaje Mixto

Paper and cardboard
Papel y cartón

Metal
Metal

Only plastic bottles, tubs and jugs 6 oz. or larger
Solo botellas, cubetas y jarrones de más de 6 onzas

No plastic bags, glass, lids or garbage
No ponga bolsas de plástico, vidrio, tapaderas ni basura



City of Tualatin



REPUBLIC
SERVICES

Sustainability in Action

All Residential Approach

- ♻️ Access
- ♻️ Affordability
- ♻️ Sustainable
- ♻️ Collection Events
- ♻️ Responsible End Markets

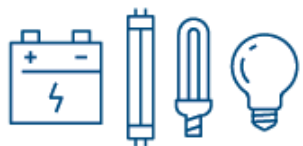
Bulb & Battery Recycling Mail-Back Kits

Recycling solutions for residences and businesses that want an all-inclusive solution to package and ship bulbs and batteries on your own schedule.



Council Directional Guidance Requested

Did you know?



Bulbs, batteries, ballasts and other mercury-containing items are a subset of hazardous waste called "universal waste."



Federal universal waste regulations (Title 40, Part 273) say businesses are required to properly recycle their universal waste and cannot leave material on-site longer than 12 months.



When disposed of improperly, materials like mercury and lead can contaminate the environment and cause serious health and environmental risks.

Republic Services offers simple solutions, environmental responsibility and reliability.



Simple Solutions

- One-stop service provider
- Tailored options for your needs
- All-inclusive kits deliver a complete recycling solution on your schedule¹



Environmental Responsibility

- Certificate of Recycling (COR) provided
- Federally compliant kits for safe disposal
- Keeps harmful chemicals out of the environment



Reliability

- Highly certified third-party recycling partner
- Optional auto re-order for business's ongoing needs
- Receive your kit within 10 business days

WRI Recycling Depot

Cardboard Electronic Waste (e-Waste) Glass Bottles Metal Standard Recyclables Polystyrene

10295 SW Ridder Road, Wilsonville, Oregon



Recycle +

- Monthly Rate, no subscription required
- Two Pick-up Opportunities Monthly
- Union CDL Drivers
- Living Wages



This is the Washington County Model



Thank you

Sustainability in Action

Travis Comfort, Municipal Contract Administrator. TComfort@RepublicServices.com



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Jerianne Thompson, Library Director

DATE: May 9, 2022

SUBJECT:

Consideration of Resolution No. 5611-22 authorizing the City Manager to sign an Intergovernmental Agreement for Library Services between the City of Tualatin and Washington County

RECOMMENDATION:

Staff respectfully recommends Council adoption of the attached resolution authorizing the City Manager to execute the Public Library Network, Services, and Funding Intergovernmental Agreement.

EXECUTIVE SUMMARY:

Washington County has held three Intergovernmental Agreements (IGAs) with nine cities and three non-profit associations on behalf of Washington County Cooperative Library Services (WCCLS). The City of Tualatin is a signatory to these Agreements.

- The first agreement is the Intergovernmental Agreement for Washington County Cooperative Library Services. Dated January 17, 2006, it remains in effect in perpetuity and there are no changes at this time.
- In February 2021, all parties agreed to a one-year extension of the two prior IGAs, the Public Library Services Agreement and the Information Network Agreement, through June 30, 2022. The attached Public Library Network, Services, and Funding Intergovernmental Agreement replaces these two prior IGAs.

The WCCLS Executive Board has recommended adoption of this new IGA for the term covering the remaining four-year period of the WCCLS Local Option Levy, July 1, 2022, through June 30, 2026. The annual distribution of WCCLS funds to the City of Tualatin will be \$1,839,634 in FY22-23 and is projected to increase 3% annually for the remainder of the term. The Execution of the Public Library Network, Services, and Funding Intergovernmental Agreement is required for continued participation in WCCLS.

The IGA defines the responsibilities of WCCLS and the nine cities and three non-profit associations that provide public library services to county residents. The IGA also outlines the central support services provided by WCCLS to member libraries and serves as the primary vehicle for distribution of county funds to public library services providers. It defines the responsibilities of WCCLS member libraries for use of the shared information network, including the integrated library system software, the WCCLS.org website and its resources, databases and e-content provided by WCCLS for library staff and the public, Internet access, software, hardware and peripheral products provided to member libraries by WCCLS, and the central site hardware,

software, and telecommunications network operated by WCCLS. Additionally, the IGA adds compliance with Title VI of the Civil Rights Act for libraries with WCCLS support.

OUTCOMES OF DECISION:

If approved, the City will continue to be a member library in WCCLS. If not approved, the City would not be a member library of WCCLS and would forgo all financial and other benefits of membership, including approximately \$7,696,340 in revenues over the four-year term of the agreement.

FINANCIAL IMPLICATIONS:

All funds received from WCCLS must be spent on the provision of library services, including operating expenditures. WCCLS will make quarterly distributions to member libraries. The distribution to the Tualatin Public Library will be \$1,839,634 in FY22-23 and is projected to increase 3% annually for the remainder of the term. See Exhibit A to the attached Public Library Network, Services, and Funding Intergovernmental Agreement.

ATTACHMENTS:

Resolution
WCCLS IGA Transmittal Memo
Public Library Network, Services, and Funding Intergovernmental Agreement
Presentation



Washington County
Cooperative Library Services

Intergovernmental Agreement for Library Services



TUALATIN PUBLIC
LIBRARY

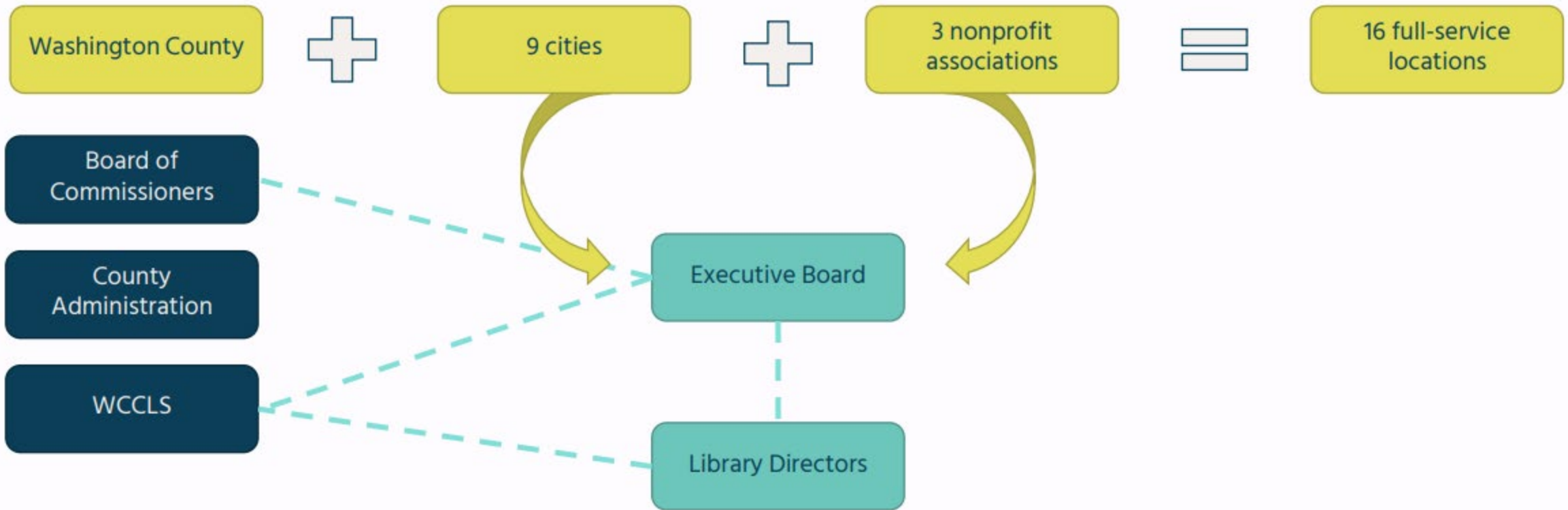
Washington County Cooperative Library Services

Libraries in Washington County are operated by:

- Washington County: West Slope
- Nine cities: Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin
- Three nonprofit organizations: Aloha, Cedar Mill, and Garden Home



Cooperative Governance



Intergovernmental Agreements

Previous Agreements:

1. Governance
 - i. No expiration date
 - ii. Outlines roles & responsibilities for governance of the cooperative
2. Public Library Services
 - i. Expires June 30, 2022
 - ii. Library service roles & responsibilities, funding allocations
3. Information Network
 - i. Expires June 30, 2022
 - ii. Information technology roles & responsibilities

New Agreements:

1. Governance
 - i. No change at this time
 2. Public Library Network, Services, and Funding
 - i. Effective July 1, 2022 – June 30, 2026
 - ii. Library service roles & responsibilities
 - iii. Information technology roles & responsibilities
 - iv. Funding allocations
-

WCCLS: Key Roles



- Provide integrated library system software, courier
 - Maintain bibliographic records and authority records for library catalog
 - Provide online catalog interface, events calendar, online resources, and digital collections
 - Interlibrary loan and library mail service
 - Provide network hardware, software, Internet access
 - Support compliance with Title VI
-

Tualatin Library: Key Roles

- Provide access to materials, resources, and services
- Create local item records to reflect library collection
- Coordinate with WCCLS regarding network, hardware, software
- Provide and maintaining some IT equipment, software, and devices

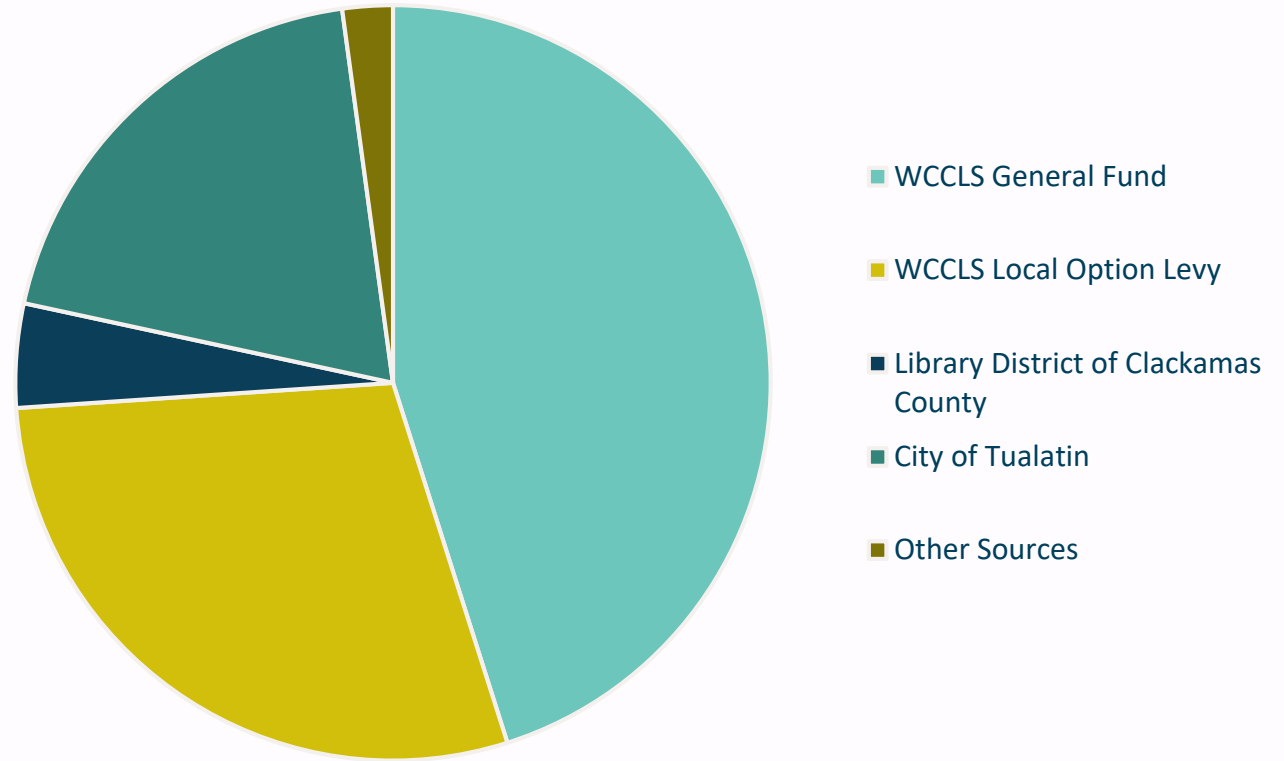


Tualatin Library Funding

74% of Tualatin Library's revenues come from WCCLS, including:

- 45% from Washington County General Fund
- 29% from Local Option Levy

Estimated WCCLS funding to Tualatin over next 4 years: \$7,696,000





What's Next?

- WCCLS requests authorization from Board of Commissioners to sign the IGA on June 7, 2022
 - Next local option levy ballot measure in 2025
 - Process to evaluate funding and governance structures prior to next levy
-

Recommendation:

Approve Resolution No. 5611-22 authorizing the City Manager to sign the intergovernmental agreement for library services

Questions?

RESOLUTION NO. 5611-22

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE PUBLIC LIBRARY NETWORK, SERVICES, AND FUNDING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUALATIN AND WASHINGTON COUNTY ON BEHALF OF THE WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES.

WHEREAS, the City is a member of the Washington County Cooperative Library Services (WCCLS);

WHEREAS, the Amendments to two intergovernmental agreements, the Public Library Services Agreement and the Information Network Agreement, will both expire on June 30, 2022. Continued membership in WCCLS requires execution of the new Public Library Network, Services, and Funding Intergovernmental Agreement, that will be effective July 1, 2022, through June 30, 2026; and

WHEREAS, the City wishes to continue providing outstanding library services and it is in Tualatin's financial interest to continue membership in WCCLS.

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

Section 1. The City Manager is authorized to execute the attached Public Library Network, Services, and Funding Intergovernmental Agreement with Washington County on behalf of WCCLS.

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 Tualatin City Council this 9th day of May, 2022

TUALATIN CITY COUNCIL

ATTEST:

BY _____
Mayor

BY _____
City Recorder



To: WCCLS Executive Board

From: Lisa Tattersall, Washington County Cooperative Library Services

Date: March 14, 2022

Subject: Draft Public Library Network, Services, and Funding Intergovernmental Agreement

Public Library Network, Services, and Funding Intergovernmental Agreement

Public library service in Washington County is a cooperative partnership between the county (WCCLS), nine cities and three nonprofits. WCCLS has worked with the WCCLS Executive Board (advisory to the Board of Commissioners) and the WCCLS Policy Group to revise two of our intergovernmental agreements ([Public Library Services Agreement](#) and [Network Agreement](#)), merging them into one updated agreement that will be effective July 1, 2022, through June 30, 2026. The revised draft of the agreement is called the Public Library Network, Services, and Funding Agreement, and was developed over the past 12 months with the WCCLS Executive Board and Policy Group.

At their meeting on February 16, 2022, the WCCLS Executive Board voted unanimously in support of WCCLS staff bringing the final draft agreement forward to the Board of County Commissioners. The final draft was reviewed by the Board at their work session on March 8, 2022, and the Board supported moving this agreement forward to cities and nonprofits for their formal review. [The video of the work session discussion is available online.](#)

The final draft agreement has a greater emphasis on data confidentiality and network security, improved clarity of roles and responsibilities for library services, identifies an ending fund balance strategy and target, and includes detailed library funding allocation language. In addition, the draft agreement introduces compliance with Title VI of the Civil Rights Act for libraries with WCCLS support. The draft agreement also highlights our commitment to a thoughtful reevaluation of our funding and governance, as we look ahead to the next levy cycle, which begins in FY26-27.

Library Funding Allocations

Our previous approach to funding did not adequately address equity concerns that are central to the county's commitment to ensure that libraries are accessible for all Washington County residents, nor did it address whether service funding is aligned with community needs. The underlying foundations of this system haven't been fundamentally evaluated. However, there have



been beneficial corrections over the years, most recently in 2016 when voters approved a five-cent increase in our levy rate.

The rate increase allowed each library to receive a one-time 4% allocation increase from WCCLS in FY16-17. An additional weighted increase was made for each library, ranging from 3% to 11%. This additional increase was determined by using a set of metrics: circulation (check-outs), library visits, and the number of residents in each library's service area.

On top of the one-time increase in FY16-17, each library has received an annual 3% increase in their allocation, through this fiscal year (FY21-22). In addition, some libraries saw expanded operational funding to support expanding services in larger facilities. These funds were called Jump Start Operating Funds, and the operational funding increases, once awarded, were incorporated in the library's funding every year going forward. This is according to the terms of the previously agreed upon [Public Library Services Agreement](#).

In FY17-18, Banks added a new meeting room and their funding increased by 29% from the previous year. The same fiscal year, Garden Home added an annex space for community events, and their funding increased by 24% from the previous year. In FY18-19, Cornelius built a new library building, and their funding increased by 91% from the previous year. In FY19-20 Cedar Mill Bethany added an annex space for events, and funding was increased by 5%. (See a [summary of historical allocations](#).)

In May 2020, voters approved the renewal of the \$0.22 levy rate, which maintained our levy funding. In keeping with the [commitment we made to voters](#) with the May 2020 levy ballot, the primary library funding allocations remain consistent, with 3% annual increases through FY25-26: "Renewal of the levy helps libraries by... [m]aintaining open hours at all libraries, avoiding cuts in service."

WCCLS' commitment to undertaking an evaluation process of our funding structures and mechanisms as we lead up to the next levy in 2025-2026 is captured in the draft agreement language (paragraph 15.3.3.2). WCCLS will use recently updated Census data in this process, which will be guided by the [Board of Commissioners' Equity Resolution](#).

Paragraph 15.3.3.2: "Commencing a multi-year process to analyze cooperative governance and funding structures, including data analysis, community indicators, and community and stakeholder engagement. Evaluating the funding structure and recommending solutions to address inequities with future library funding allocations and services. Planning for the structural and funding



investments needed during the next levy. Contracting with firms to support this evaluation and engagement work.”

WCCLS plans to begin this process in the first quarter of 2023, and we look forward to working with cities and nonprofits over the coming years on this important initiative.

Next Steps

The draft agreement has been reviewed by library directors, WCCLS Executive Board representatives, County Counsel, and the Board of Commissioners. If your organization has concerns about the agreement that rise to the level of preventing your organization from signing the agreement, please reach out to Lisa Tattersall as soon as possible.

Once they have determined that they are prepared to sign the agreement, all organizations should notify Lisa Tattersall of this no later than Friday, May 20, 2022. Also, please include the following information for your organization’s signing authority: full name, email address, and phone number. This information will be used in the DocuSign process.

WCCLS is scheduled to return to the Board of County Commissioners on June 7, 2022, and WCCLS will request the authorization from the Board to formally sign the Public Library Network, Services, and Funding Agreement.

Washington County will email the signing authority you identified for your organization soon after June 7, 2022, initiating the DocuSign process, which will allow us to execute the agreements digitally.

Thank you in advance for prioritizing the DocuSign process in June. Timely signing by June 30 will allow WCCLS to distribute library funding allocations on time in July 2022. If your signing authority will be on vacation during this time, consider sharing an alternate signing authority.

Please reach out to Lisa Tattersall with any questions at lisat@wccls.org or [503-846-3233](tel:503-846-3233).

**Public Library Network, Services, and Funding
Intergovernmental Agreement**

This Public Library Network, Services, and Funding Intergovernmental Agreement is made by and among Washington County, a home rule subdivision of the State of Oregon, on behalf of Washington County Cooperative Library Services, a department of Washington County, and the City of Banks, City of Beaverton, City of Cornelius, City of Forest Grove, City of Hillsboro, City of North Plains, City of Sherwood, City of Tigard, City of Tualatin, the Aloha Community Library Association, the Cedar Mill Community Library Association and the Garden Home Community Library Association.

RECITALS

- A. Washington County voters first approved a serial tax levy for public library service on May 25, 1976, which provided to all residents non-fee access to city libraries, community libraries, and county-operated support services and information technology to link libraries together into one system;
- B. The Parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries in Washington County;
- C. The Parties desire to maintain and provide residents of Washington County with access to quality public library services and Contractors can provide such access and services;
- D. WCCLS, as a department of Washington County governed by the Board of County Commissioners, will further the commitments made in the Board’s Resolution on Diversity Equity and Inclusion of February 25, 2020 (set forth in EXHIBIT C “Board of County Commissioners Equity Resolution”).

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS.

- 1.1. “Bibliographic Record” means an entry in a bibliographic index (or a library catalog) which represents and describes a specific edition of a resource (but not a specific item). A Bibliographic Record contains the data elements necessary to help users identify that resource. A single Bibliographic Record can have multiple Item Records attached to it.
- 1.2. “Agreement” means this Public Library Network, Services, and Funding Intergovernmental Agreement.
- 1.3 “Assessed Value” has the same meaning as set forth in ORS 308.146 or any subsequent revision or amendment thereof.
- 1.4. “Circulation Record” means any document or record, however maintained, the primary purpose of which is to provide for control of the circulation or other use of library materials by the public. May identify a specific person as having requested or obtained specific materials from a library.

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1.5. “Contractors” means the City of Banks, City of Beaverton, City of Cornelius, City of Forest Grove, City of Hillsboro, City of North Plains, City of Sherwood, City of Tigard, City of Tualatin, the Aloha Community Library Association, the Cedar Mill Community Library Association, and the Garden Home Community Library Association.

1.6. “County” means Washington County.

1.7. “Directory Services” means a distributed, hierarchical database structure maintained by WCCLS that shares infrastructure information for locating, securing, managing, and organizing computer and network resources including files, users, groups, peripherals, and network devices. It provides authentication and authorization functions, as well as providing a framework for other such services.

1.8. “Eligible Users” means all Washington County residents, residents of counties or cities with which Washington County has reciprocal borrowing agreements, as well as paying card holders.

1.9. “Emergency Support” means actions taken to address Contractor site-wide service outage of the Integrated Library System, WCCLS Wi-Fi, online catalog, self-check kiosks, automated materials handling units, WCCLS website, or the Internet.

1.10. “Full-Service Location” means a library location that is staffed during open hours and offers a full range of services, including but not limited to, access to the collection, public access computers, in-person assistance for the public, programs and events.

1.11. “Host” means any intelligent device connected to the WCCLS Information Network that is addressable by a network/transport protocol, including but not limited to, desktop and laptop computers, network printers, tablets, self-check kiosks, and routers.

1.12. “Inordinate Expansion” means expansion of the Wi-Fi network, software license count, or Host count which exceeds typical growth. Typical growth will not exceed a 15% increase in WCCLS issued software licenses, Wi-Fi access points, or any other material or service provided by WCCLS, over the life of the agreement.

1.13. “Integrated Library System” means an enterprise resource management system for a library, used to track cataloging (for example items owned), acquisitions (for example orders or invoices), circulation (for example check-in/out or hold requests), and manage administration (for example users, workstations, permissions, or settings).

1.14. “Item Record” means a record that allows for the location, circulation and inventory control of all items owned by a library. Item Records contain fields that indicate the unique barcode number, the shelf location of the item, its current temporary location, statistical fields used for reports, a field that helps determine circulation rules, and date fields and counters that track current and past activity. Multiple Item Records can be attached to a single Bibliographic Record.

1.15. “Jump Start” means a type of funding allocation from WCCLS to some Contractors, used in a prior agreement that expired June 30, 2022, set forth in EXHIBIT B “Prior Agreement.”

1.16. “MAN” or “Metropolitan Area Network” means a computer network that interconnects users with computer resources across a geographic region.

1.17. “Network” means the WCCLS Information Network.

1.18. “Network Maintenance” means any process deemed necessary to sustain the WCCLS Information Network throughout its operational life cycle. This may include, but is not limited to, hardware or software component upgrades, new software or hardware installs, hardware or software replacement, and integration of cloud-based information services.

1.19. “Nonprofit Corporation” has the same meaning as set forth in ORS 65.001(33) or any subsequent revision or amendment thereof.

1.20. “Party” or “Parties” means the County, WCCLS, the City of Banks, City of Beaverton, City of Cornelius, City of Forest Grove, City of Hillsboro, City of North Plains, City of Sherwood, City of Tigard, City of Tualatin, the Aloha Community Library Association, the Cedar Mill Community Library Association and the Garden Home Community Library Association.

1.21. “Patron Record” means a document, record, or other method of storing information retained by a library that contains Personal Information and other information about a person, including but not limited to the person's name, address, or telephone number, or that identifies a person as having requested or obtained specific materials from a library.

1.22. “Personal Information” means:

1.22.1. Written or electronic information including a person’s first name or first initial and last name in combination with any one or more of the following data elements, if encryption, redaction or other methods have not rendered the data elements unusable or if the data elements are encrypted and the encryption key has been acquired:

1.22.1.1. Social Security number;

1.22.1.2. Driver’s license number or state identification card number issued by any state or country;

1.22.1.3. Passport number or other identification number issued by any country;

1.22.1.4. Financial account number, credit or debit card number in combination with any required security code, access code or password that would permit access to a person’s financial account or any other information or combination of information that a person reasonably knows or should know would permit access to the person’s financial account;

1.22.1.5. Data from automatic measurements of a person’s physical characteristics, such as an image of a fingerprint, retina or iris, that are used to authenticate the person’s identify in the course of a financial transaction or other transaction;

1.22.1.6. Health insurance policy number or health insurance subscriber identification number in combination with any other unique identifier that a health insurer uses to identify the person; or

1.22.1.7. Any information about a person's medical history or mental or physical condition or about a health care professional's medical diagnosis or treatment of the person.

1.22.2. A username or other means of identifying a person for the purpose of permitting access to the person's account, together with any other method necessary to authenticate the username or means of identification.

1.22.3. Any of the data elements or any combination of the data elements described in paragraphs 1.22.1 or 1.22.2 above without the person's username, or the person's first name and first initial and last name, if:

1.22.3.1. Encryption, redaction or other methods have not rendered the data element or combination of data elements unusable; and

1.22.3.2. The data element or combination of data elements would enable a person to commit identity theft against a person.

1.22.4. "Personal Information" does not include information in a federal, state or local government record, other than a Social Security number, that is lawfully made available to the public.

1.23. "Personal Information Breach of Security" means any unauthorized acquisition of computerized data that materially compromises the security, confidentiality, or integrity of Personal Information that a person maintains or possesses. It DOES NOT include an inadvertent acquisition of Personal Information by a person or the person's employee or agent if the personal information is not used in violation of applicable law or in a manner that harms or poses an actual threat to the security, confidentiality, or integrity of the Personal Information.

1.24. "Pool 1" means a type of funding allocation from WCCLS to all Contractors, used in a prior agreement that expired June 30, 2022, set forth in EXHIBIT B "Prior Agreement."

1.25. "Regular Support" means non-emergency assistance with the use of the WCCLS Network. This may include, but is not limited to, requests for new users, troubleshooting wired or wireless network connectivity for an existing host or staff member, configuration or upgrade of WCCLS licensed software, installation of a new network host, a WCCLS website information update request, or the general use of WCCLS licensed software or services.

1.26. "Revenue Contingent Allocation" means an allocation of funds to Contractors, contingent on actual revenue collected the prior fiscal year, as determined by the formula in paragraph 15.3.2 and its subparagraphs.

1.27. "Safe Harbor Languages" has the same meaning as set forth in Washington County's Language Assistance Administrative Policy number 207.

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1.28. “Volunteer” means any individual, organization or contractor who performs hours of service for Parties without promise, expectation, or receipt of compensation for services rendered, during such hours.

1.29. “WCCLS” (Washington County Cooperative Library Services) means a department of County government that exists to coordinate, contract for, or provide a full range of library and information services to Eligible Users.

1.30. “WCCLS Executive Board” means the Board established to advise the Board of County Commissioners and the Cooperative Library Services Manager on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long-term governance and funding strategies.

1.31. “WCCLS Information Network or Network” means the system that includes: the shared integrated library system software (including but not limited to the software that supports circulation, public access catalog, cataloging, serials control and acquisitions software); the wccls.org website and its resources; other databases and e-content provided by WCCLS for Contractors’ library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to Contractors’ libraries and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

1.32. “WCCLS Policies and Procedures” means collectively the policies and procedures adopted by the WCCLS Policy Group, which are written standards, methods, and guidelines that govern staff of Contractors and WCCLS, ensure the appropriate use of shared systems and facilitate the Parties in providing a consistent experience for library users.

1.33. “WCCLS Policy Group” means the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Manager.

1.34. “West Slope Community Library” means the Full-Service Location operated by Washington County.

2. TERM OF AGREEMENT. This Agreement shall be in effect from July 1, 2022, through June 30, 2026, unless terminated pursuant to Section 16 of this Agreement.

3. MINIMUM OPERATING REQUIREMENTS FOR CONTRACTORS.

3.1. By receipt of funds from WCCLS, each Contractor agrees that Contractor’s library facilities will be open to the public at least 45 hours per week, and to employ at least one full-time employee. The Contractor will identify one point of contact from their organization for purposes of this agreement. West Slope Community Library will also meet these minimum operating requirements.

In addition, Contractors will meet the following requirements:

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3.1.1. Minimum conditions for public libraries with a service population of over 2,000 as laid out in Oregon Administrative Rule 543-010-0036 or any subsequent revision or amendment thereof;

3.1.2. Contractors that are Nonprofit Corporations will comply with all applicable State Statutes and Rules governing Oregon Nonprofit Corporations;

3.1.3. If any Contractor is not in compliance with the minimum operating requirements stated herein, including those set forth in paragraph 3.1 and OAR 543-010-0036, they shall notify WCCLS and arrive at a mutually agreeable timeline and plan to come into compliance.

4. OWNERSHIP AND MANAGEMENT OF THE WCCLS INFORMATION NETWORK. The Washington County Board of Commissioners, as the governing body of WCCLS, retains final authority for decision-making related to Network and its operation. WCCLS shall have full ownership of all Network components and shall make the system available to Contractors.

4.1. RECORDS UPON TERMINATION OF THIS AGREEMENT. Upon termination of this Agreement pursuant to either paragraph 2 or paragraph 16 herein, Item Records entered into the Integrated Library System by Contractors and the associated Bibliographic Records, shall be exported upon request. Contractor shall pay all reasonable costs associated with providing records in digital format. Patron Records will not be provided to a Contractor upon termination of this Agreement.

5. PERSONAL INFORMATION AND CONFIDENTIALITY OF DATA. All Contractors have a responsibility to safeguard Personal Information in their care and to report to WCCLS a Personal Information Breach of Security. The Patron Records and Circulation Records in the Integrated Library System are exempt from public disclosure pursuant to ORS 192.355(23), and also must be protected pursuant to ORS 646A.600 through 646A.628 (Oregon Consumer Information Protection Act), which is enforced by the State of Oregon, Department of Consumer and Business Services. Violations may result in penalties up to a maximum of \$500,000 per occurrence.

5.1. APPROPRIATE USE OF PERSONAL INFORMATION. Except as otherwise required by law or court order, Contractors agree that they will not disclose Personal Information regarding a person, item circulation, or the use of library resources and services including, but not limited to, databases, e-content, public Internet terminal sessions, and wireless Internet access. Contractors agree that only trained, authorized library staff shall have access to such Personal Information records in the course of operating the system. While Volunteers may have access to components of the Network, they are not authorized to access Personal Information and accessing such information is in violation of this Agreement. Contractors may use name and address information for library purposes only in accordance with established WCCLS Policies and Procedures and Washington County Administrative Policy 506 "Personal Information Protection Policy".

5.2. REQUESTS FOR PERSONAL INFORMATION FROM OTHER AGENCIES. Contractors agree to forward to WCCLS all requests for personal and circulation information from law enforcement or other requestors in accordance with established WCCLS Policies and Procedures.

6. WCCLS INFORMATION NETWORK SERVICE AVAILABILITY. Network shall be available for use twenty-four (24) hours a day except for routine or emergency Network Maintenance. WCCLS will provide Contractors with prior notice of planned Network downtime if it will affect library operations during library business hours. No liability shall be assumed by WCCLS if Network experiences downtime.

6.1. NETWORK SUPPORT SCHEDULE. WCCLS staff shall be available to provide Regular Support and Emergency Support for the Network according to this schedule:

	Regular Support Begins	Regular Support Ends	Emergency Support Begins	Emergency Support Ends
Monday – Friday	9 am	5 pm	8 am	9 pm
Saturday – Sunday	none	none	10 am	6 pm
County observed & official holidays	none	none	none	none

7. WCCLS INFORMATION NETWORK DATA RECOVERY. WCCLS will duplicate at least daily all data maintained in the Network database. WCCLS will maintain back-up data on-site and off-site so that files can be reconstructed if a system malfunction occurs that requires restoring or rebuilding data files, in whole or in part. A minimum of one weekly back-up will be stored in a location physically apart from the site of the central system in case of major disaster at the central site. The purpose of the back-up is for emergency recovery if live data or the system is damaged or destroyed and is not for archival purposes.

8. DUTIES AND RESPONSIBILITIES OF WCCLS FOR THE NETWORK. WCCLS shall:

8.1. Purchase, and coordinate licensing of the Integrated Library System, personal computer reservation, and print management software to be installed and utilized by Contractor at Full-Service Locations.

8.2. Provide software updates to Contractors for software licensed by WCCLS for installation and utilization at member libraries.

8.3. Maintain and store all electronic information and communications created, processed, or stored in the conduct of Contractor business, on systems owned or operated by WCCLS, in compliance with Oregon Public Records Laws and civil litigation requirements.

8.4. Provide and maintain Directory Services to control access to the Network.

8.5. Provide private Internet Protocol (IP) subnetwork addresses and Domain Name System (DNS) resolution services for all Full-Service Locations. Contractor must utilize the WCCLS provided private IP subnetwork addresses when connecting Hosts to the Network.

8.6. Provide filtered and unfiltered Internet access to all Full-Service Locations.

8.7. Take steps to maintain security, up to and including terminating a connection between one or more Network Hosts that presents a problem or threatens security, integrity, or performance of the Network. WCCLS shall notify affected Contractors about an impending disconnection if time permits. Unless WCCLS determines that the problem or threat has resulted in a default

under section 10, WCCLS shall restore connectivity when the WCCLS staff determines that the problem is resolved, or the threat removed.

8.8. Provide and maintain Hosts that connect Full-Service Locations to the Network. These Hosts include a service provider switch that establishes connectivity to the provided MAN, a firewall that provides access controls and encryption between locations and services on the Network, an Ethernet switch that hands off to Contractor's internal switching hardware, Wi-Fi access points, a 15-amp uninterrupted power supply, and RFID security gates at established Full-Service Location entrances and exits.

9. DUTIES AND RESPONSIBILITIES OF CONTRACTORS FOR THE NETWORK. Contractors shall:

9.1. Provide, maintain, and administer cabling, equipment, software including operating systems and anti-malware, associated devices and Hosts within Contractor's building that are connected to the Network and not provided by WCCLS. Contractors will meet ANSI/TIA-5568-C or ISO/IEC 11801(Ed2.2) standards when installing new copper data cabling.

9.2. Provide site preparation, access, and environmental conditions necessary for optimal security and functioning of Hosts provided and maintained by WCCLS.

9.3. At a minimum, configure network devices that always comply with hardware, software and security requirements deemed necessary by WCCLS Network security policies. Hosts connected to the Network must be secured and supervised by Contractor staff during use. Contractor shall not allow public users to use staff Hosts. Every reasonable effort should be made so that Hosts connected to the Network shall neither cause, nor have the potential to cause, any network disruption, security breach, nor other deleterious outcome.

9.4. Be responsible for system security by limiting access to staff accounts to trained, authorized staff and Volunteers, using individually assigned user logon credentials, and following security protocols and procedures as directed by WCCLS to prevent unauthorized access. Examples may be password protection, two-factor authentication, encryption of sensitive information, or locking workstations when not in use.

9.5. Contractors shall use WCCLS Directory Services to access the Network.

9.6. Contractor is prohibited from:

9.6.1. Attaching wireless bridges, routers, or access points to Network.

9.6.2. Using network address translation (NAT) on Network.

9.6.3. Adding any other network extenders or repeaters to the Network.

9.7. Make every reasonable effort to protect Network equipment and data from the impacts of negligence, abuse, theft or misuse. Contractor will reimburse WCCLS for the costs of repairing and or replacing damaged equipment on or associated with Contractor's premises.

9.8. Notify WCCLS at support@wccls.org within five business days that they have separated with an employee or Volunteer, so WCCLS can disable the user account to maintain Network security.

9.9. Provide an inventory of Network Hosts in Contractor's facility and connected to the Network upon request by WCCLS.

9.10. Conduct an inventory of licenses in use by the Contractor as requested by WCCLS staff.

9.11. Designate at least one person as the WCCLS contact concerning use of the Network. The contacts will be added to an email group that receive regular notifications about Network Maintenance and service availability. These contacts will also act as the liaison should WCCLS need to reach out immediately about the Network. Please email the contact's name, title, library location, email address, and telephone number to support@wccls.org.

10. DEFAULT ON AGREEMENTS RELATED TO THE WCCLS INFORMATION NETWORK.

10.1. DEFINITION OF DEFAULT. Each of the following shall constitute a default:

10.1.1. Material noncompliance with the terms of Paragraphs 3 through 9 of the Agreement or any policies or procedures adopted pursuant to this Agreement;

10.1.2. Misuse of any Network resources including, but not limited to, system operating software, hardware, or telecommunications;

10.1.3. Failure to maintain physical or system security protocols or procedures as directed by WCCLS.

10.2. NOTIFICATION OF DEFAULT. If a Contractor or WCCLS learns of a default, WCCLS or the Contractor, respectively, shall:

10.2.1. Advise the party in writing of the alleged default and any action required to cure the default;

10.2.2. Set forth a time by which the default must be cured, a minimum of thirty (30) days.

10.3. FAILURE TO CURE DEFAULT BY CONTRACTOR. If a Contractor fails to cure the alleged default after WCCLS notifies the Contractor of the alleged default, WCCLS may, following written notice to the Contractor:

10.3.1. Prohibit Contractor from the use of the Network;

10.3.2. Take any action to cure or stop the default;

10.3.3. Recover any costs, expenses or disbursements incurred by WCCLS to cure the default;

10.3.4. Terminate this Agreement as regards the defaulting Contractor.

10.4. FAILURE TO CURE DEFAULT BY WCCLS. If WCCLS fails to cure the alleged default after Contractor notifies WCCLS of the alleged default, contractor may, following written notice to WCCLS:

10.4.1. Take any action to cure or stop the default;

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10.4.2. Recover any costs, expenses of disbursements incurred by Contractor to cure the default;

10.4.3. Terminate this Agreement as regards WCCLS.

10.5. EMERGENCIES. WCCLS may lock out a Contractor from the system without notice in the event of an emergency involving, but not limited to, system damage or the breach of security or confidentiality of the system.

11. LIBRARY SERVICES TO BE PROVIDED BY WCCLS. WCCLS agrees to provide the following services to Contractors and/or Eligible Users:

11.1. Provide and maintain Integrated Library System including maintaining bibliographic and patron data; provide training resources to Contractors to support usage of the Integrated Library System;

11.2. Provide and maintain Bibliographic Records and authority records for the catalog. Monitor and evaluate services to maintain quality Bibliographic Records;

11.3. Purchase item inventory tags, security tags and library cards and distribute for use by Contractors;

11.4. Provide and maintain online catalog interface for the public at wccls.org; provide training resources to Contractors to support usage of the public catalog interface;

11.5. Provide and maintain events calendar interface for the public at wccls.org;

11.6. Courier pick-up and delivery of materials between Contractors and provision of courier connections to regional library delivery systems;

11.7. Purchase and provision of system-wide digital collections authenticated via wccls.org and training resources to Contractors to support those collections;

11.8. Facilitation of interlibrary loan borrowing from and lending to libraries outside of Washington County;

11.9. Engagement with and/or services for underserved populations in Washington County, which can include but is not limited to incarcerated persons, immigrants and refugees, those experiencing houselessness, those whose first language is not English, people with disabilities, young children, etc.

11.10. Library mail service program;

11.11. Coordinating work with libraries and WCCLS to meet shared strategic goals, which can include but is not limited to online countywide patron support, materials to support library programming, central storage facilities, collaborative work groups, etc.;

11.12. Coordination and analysis of countywide communication campaigns;

11.13. Reciprocal borrowing with other metropolitan area public libraries and Oregon Library Passport Program participating libraries;

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11.14. Planning for long-term growth and development of countywide library services;

11.15. Other services to address strategic goals as agreed upon by the Parties.

12. ADDITIONAL WCCLS SUPPORT FOR CONTRACTORS. WCCLS support for any new automated or in-person or remote service points, building expansions, security gates, annexes, Inordinate Expansion of Network, or digital resources will be negotiated separately from this agreement and a signed letter of agreement must be executed prior to WCCLS committing staff, fiscal, or material resources to those projects.

13. LIBRARY SERVICES TO BE PROVIDED BY CONTRACTORS. Contractor agrees to provide the following services to WCCLS and/or Eligible Users. Each contractor and West Slope Community Library:

13.1. Agrees to ensure the same level of access to materials, resources and services for all Eligible Users;

13.2. Will not charge Eligible Users a fee for the check out or renewal of library materials;

13.3. Shall apply all fees and policies uniformly to all Eligible Users. Such fees may include special service fees;

13.4. Shall abide by shared Policies and Procedures as agreed upon by the WCCLS Policy Group;

13.5. Shall take full responsibility for linking item information for Contractor's holdings to Bibliographic Records in the catalog; and for meeting cataloging standards as outlined in the Policies and Procedures;

13.6. Shall only distribute library cards provided by WCCLS to library users;

13.7. Shall clearly identify its cooperative membership in its own public communications or publicity materials using approved WCCLS branding and membership language;

13.8. Shall clearly credit WCCLS when promoting resources and services provided by WCCLS using approved WCCLS branding and language.

14. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT. It is the policy of Washington County that no person shall be denied the benefits of or be subjected to discrimination in any program, service, or activity provided by County personnel, contractors, or consultants on the grounds of race, color, national origin, English proficiency, age, disability, religion, marital status, familial status, sex, gender, gender identity, sexual orientation, or source of income. It is the policy of Washington County that contractors and subrecipients acknowledge that they are aware of federal, state, and local non-discrimination requirements. Washington County contracts and subrecipient agreements include the non-discrimination clauses required by federal statute and executive orders and their implementing regulations.

14.1. CONTRACTOR COMPLIANCE. Contractors and West Slope Community Library will:

14.1.1. Post notice that free language assistance is available;

14.1.2. Use document translation and/or interpretation services upon request of the user;

PUBLIC LIBRARY NETWORK, SERVICES, AND FUNDING INTERGOVERNMENTAL AGREEMENT

14.1.3. Ensure that library card applications are available to users in Safe Harbor Languages, at a minimum printing them upon request;

14.1.4. Post notice and make interpretation services available for any public meetings related to library governance, such as library advisory boards.

14.2. WCCLS COMPLIANCE. WCCLS will:

14.2.1. Provide signage to libraries of Contractors indicating that free language assistance is available;

14.2.2. Provide access to translation and interpretation services to the libraries of Contractors who do not already have access to this service;

14.2.3. Provide library card applications in Safe Harbor Languages;

14.2.4. Work towards providing library notices (especially bills) and the online payment interface in Safe Harbor Languages.

15. FUNDING ALLOCATIONS. As compensation to Contractor for the services to be provided pursuant to this Agreement, WCCLS agrees to distribute funds to Contractor on the basis set forth in this section.

15.1. PURPOSE OF FUNDS. By receipt of funds from WCCLS, each Contractor agrees to expend those funds to provide library services according to Contractor's established policies, and to ensure that Contractor's library facilities are open for public use by all Eligible Users. Contractors must spend all funds received from WCCLS on library operations. Funds received from WCCLS cannot be used for new building construction, building expansion, or land acquisition. Funds may be used for building lease costs.

15.2. FUND BALANCE. The Board of County Commissioners, WCCLS and the Contractors are committed to a strategy that balances fiscal prudence with service delivery to meet community needs. WCCLS will maintain a minimum fund balance of three months of total annual expenditures. As projected annual expenditures increase, the total minimum fund balance will increase proportionately.

15.3. FUNDING DISTRIBUTION. WCCLS shall determine the total payment to be made to each Contractor during the term of this Agreement by using the method set forth in Section 15 and based on figures set forth in EXHIBIT A "Funding Distributions." Funding distributions to Contractors shall be provided through the following mechanisms.

15.3.1. LIBRARY OPERATIONS ALLOCATION. This is the primary mechanism to provide funding to Contractors and incorporates the Pool 1 and Jump Start allocations from the prior agreement, set forth in EXHIBIT B "Prior Agreement." In any year in which Assessed Value increases by 3% or more and the Washington County General Fund transfer to WCCLS is maintained at current levels, Contractors shall each receive an increase of 3% in the following year. The projected Assessed Value growth rate for the next fiscal year is provided in November or December. Should the projected Assessed Value growth rate be less than 3% in any year, WCCLS will notify Contractors as soon as possible and no later than January 31 of the next year.

15.3.2. REVENUE CONTINGENT ALLOCATION. This is a mechanism to provide an additional funding allocation to Contractors should actual revenue be higher than projected; it is contingent on the actual revenue collected in the prior fiscal year. This mechanism replaces Pool 2 from the prior agreement set forth in EXHIBIT B “Prior Agreement.” Should the Revenue Contingent Allocation amount (forecasted or actual) be less than \$25,000, the WCCLS Policy Group will recommend to the WCCLS Executive Board an initiative of mutual benefit to use the Revenue Contingent Allocation funds, rather than distributing the funds to Contractors.

15.3.2.1. FORECASTED REVENUE CONTINGENT ALLOCATION. Each November or December, the County Finance department provides property tax revenue projections. Each year, WCCLS will provide Contractors with a Forecasted Revenue Contingent Allocation amount for their budget planning purposes as soon as possible and no later than January 31 with the following formulas:

15.3.2.1.1. TOTAL FORECASTED REVENUE CONTINGENT ALLOCATION.
[County General Fund Transfer + Projected Local Option Levy Revenue + Delinquent Taxes] – [Library Operations Allocation + WCCLS Operation Budget] = Total Forecasted Revenue Contingent Allocation

15.3.2.1.2. EACH CONTRACTOR’S FORECASTED REVENUE CONTINGENT ALLOCATION. [100% of Total Forecasted Revenue Contingent Allocation / Total Number of Full-Service Locations excluding those operated by Washington County] x [Number of Full-Service Locations operated by Contractor] = Each Contractor’s Forecasted Revenue Contingent Allocation.

15.3.2.2. ACTUAL REVENUE CONTINGENT ALLOCATION. Each October, the actual property tax revenue collected in the prior fiscal year is available. WCCLS will provide Contractors with a total Actual Revenue Contingent Allocation amount with the following formulas:

15.3.2.2.1. TOTAL ACTUAL REVENUE CONTINGENT ALLOCATION.
[County General Fund Transfer + Actual Local Option Levy Revenue + Delinquent Taxes] – [Library Operations Allocation + WCCLS Operation Budget] = Total Actual Revenue Contingent Allocation

15.3.2.2.2. EACH CONTRACTOR’S TOTAL REVENUE CONTINGENT ALLOCATION. [100% of Total Revenue Contingent Allocation / Total Number of Full-Service Locations excluding those operated by County] x [Number of Full-Service Locations operated by Contractor] = Each Contractor’s Revenue Contingent Allocation.

15.3.2.3. DISTRIBUTION OF REVENUE CONTINGENT ALLOCATION. WCCLS will request approval from the Board of County Commissioners to distribute the Actual Revenue Contingent Allocation to the Contractors. Authorized funds will be distributed in the next quarterly payment period.

15.3.3. EQUITY FUNDS. To achieve progress toward the Board of County Commissioners' equity goals, WCCLS will set aside funds to target the following areas. Equity funds will not impact Library Operations Allocations.

15.3.3.1. Supporting Contractors in compliance with Title VI of the Civil Rights Act by providing access to translation and interpretation services, identifying countywide vital documents and services, and making those documents available in target languages.

15.3.3.2. Commencing a multi-year process to analyze cooperative governance and funding structures, including data analysis, community indicators, and community and stakeholder engagement. Evaluating the funding structure and recommending solutions to address inequities with future library funding allocations and services. Planning for the structural and funding investments needed during the next levy. Contracting with firms to support this evaluation and engagement work.

15.3.3.3. Supporting other Countywide equity initiatives. The WCCLS Executive Board will create a task force to develop a process to allocate remaining Equity Funds to achieve countywide library service equity goals.

15.3.4. ONLINE FEE PAYMENT REVENUE. WCCLS provides a central online portal for the public to pay fees for lost and damaged materials. Online fee payment revenue, after deducting vendor processing expenses, will be allocated to fund WCCLS' digital content budget.

15.3.5. ADJUSTMENTS IN FUNDING DISTRIBUTIONS. Notwithstanding any other provision of this agreement or Exhibit A, WCCLS reserves the right to adjust distributions for the Library Operations Allocation to maintain a minimum fund balance of three months of total annual expenditures. Should the fund balance fall below three months of total annual expenditures, WCCLS will reduce amounts distributed to each Contractor in an amount proportionate to each Contractor's percentage of the total amount available for payment, as necessary to maintain a minimum fund balance of three months of total annual expenditures.

15.3.5.1. NOTIFICATION OF ADJUSTMENTS. WCCLS shall notify the Contractors in writing of any adjustments under this Section as soon as possible and no later than January 31. If reductions in revenue are necessary after the beginning of a fiscal year, County shall give sixty (60) days notification to Contractors, if possible.

15.3.6. DISTRIBUTION SCHEDULE. WCCLS shall make quarterly distributions to all contractors as follows: July 15, 2022 for city Contractors and July 1, 2022 for nonprofit Contractors. For all contractors: October 15, 2022, January 15, 2023, April 15, 2023, July 15, 2023, October 15, 2023, January 15, 2024, April 15, 2024, July 15, 2024, October 15, 2024, January 15, 2025, April 15, 2025, July 15, 2025, October 15, 2025, January 15, 2026, and April 15, 2026.

15.3.7. FINANCIAL REPORTING.

15.3.7.1. WCCLS shall provide Contractors with a copy of the County's annual audit, upon request by Contractors.

15.3.7.2. Contractors which are cities shall provide a copy of the City's annual audit, upon request by WCCLS.

15.3.7.3. Contractors which are Nonprofit Corporations shall provide a copy of an audit which is the result of an annual review of the Contractor's financial statements made by an independent certified public accountant, in accordance with standards of the American Institute of Certified Public Accountants. A copy of the audit shall be supplied by December 31st of each year to WCCLS via email to accounting@wccls.org. Contractors which are Nonprofit Corporations are encouraged to review and ensure that the Oregon Department of Justice's financial control recommendations for small nonprofits are implemented.

16. TERMINATION.

16.1. County may terminate this Agreement upon sixty (60) days written notice for a termination date no sooner than the end of the current fiscal year, if it determines, in good faith through an open, public process, that the public interest would be served by such termination, or adequate funds are not available.

16.2. Each Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice if Contractor determines, in good faith through an open, public process, that the public interest in its jurisdiction or area of service would be served by such termination.

16.3. County and each Contractor may terminate participation in this Agreement separately, and Agreements between remaining Parties and County shall remain in effect.

16.4. If Contractor terminates its participation in the Agreement, the County shall distribute funds to the Contractor prorated to the date of termination.

17. INSURANCE. Each Contractor shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Contractors, its employees and agents.

17.1. For Contractors which are cities, the insurance coverage shall cover the minimum amount specified in ORS 30.271.

17.2. For Contractors which are Nonprofit Corporations, certification of insurance meeting the County's minimum requirements as set forth in EXHIBIT D "Insurance Requirements Summary Form," shall be provided to WCCLS, and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds. Annual renewal certificates of insurance shall be submitted promptly to WCCLS via email to accounting@wccls.org.

PUBLIC LIBRARY NETWORK, SERVICES, AND FUNDING INTERGOVERNMENTAL AGREEMENT

18. COMPLIANCE WITH APPLICABLE LAWS. The Parties shall comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

18.1. Equal Opportunity Contractor shall not discriminate against its employees (including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by County.

18.2. Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. As applicable, the Contractor agrees to:

18.2.1. Make payment promptly, as due, to all persons supplying to Contractor, labor or material for the performance of the work provided for in this Agreement;

18.2.2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement;

18.2.3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this Agreement; and

18.2.4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

19. INDEMNIFICATION. Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution.

20. DEBT LIMITATION. This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon appropriation of funds therefor.

21. INDEPENDENT CONTRACTOR. Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

22. NOTICE. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

PUBLIC LIBRARY NETWORK, SERVICES, AND FUNDING INTERGOVERNMENTAL AGREEMENT

23. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

24. CAPTIONS. Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the Parties hereto.

25. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

26. AMENDMENT. This Agreement may only be amended in writing and signed by all of the Parties.

SIGNATURES

For Washington County

Approved as to form:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

For Contractor

Approved as to form:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: LIBRARY OPERATIONS ALLOCATION FORECAST

EXHIBIT A: LIBRARY OPERATIONS ALLOCATION FORECAST

Library Operations Allocation	Budgeted FY21-22 allocation	Forecasted FY22-23 allocation	Forecasted FY23-24	Forecasted FY24-25	Forecasted FY25-26
Aloha Community Library	\$ 546,364.00	\$ 562,755.00	Forecast to increase by 3% from previous fiscal year unless otherwise indicated by WCCLS. See Section 15 of the Agreement for reference.	Forecast to increase by 3% from previous fiscal year unless otherwise indicated by WCCLS.	Forecast to increase by 3% from previous fiscal year unless otherwise indicated by WCCLS.
Banks Public Library	\$ 238,853.00	\$ 246,019.00			
Beaverton City Library	\$ 6,365,505.00	\$ 6,556,470.00			
Cedar Mill Community Library	\$ 4,707,945.00	\$ 4,849,183.00			
Cornelius Public Library	\$ 570,387.00	\$ 587,499.00			
Forest Grove City Library	\$ 929,832.00	\$ 957,727.00			
Garden Home Community Library	\$ 570,557.00	\$ 587,674.00			
Hillsboro Public Library	\$ 5,801,267.00	\$ 5,975,305.00			
North Plains Public Library	\$ 195,589.00	\$ 201,457.00			
Sherwood Public Library	\$ 981,840.00	\$ 1,011,295.00			
Tigard Public Library	\$ 4,022,207.00	\$ 4,142,873.00	Agreement for reference.	Agreement for reference.	Agreement for reference.
Tualatin Public Library	\$ 1,786,052.00	\$ 1,839,634.00			
Totals	\$ 26,716,398.00	\$ 27,517,891.00			

The amounts in the *Forecasted FY22-23 allocation column* are pending Board of County Commissioners adoption of the FY22-23 budget.

EXHIBIT B: PRIOR AGREEMENT

AGENDA

WASHINGTON COUNTY BOARD OF COMMISSIONERS

Agenda Category: Consent – Cooperative Library Services

Agenda Title: APPROVE PUBLIC LIBRARY SERVICES AGREEMENT FY16-17 THROUGH FY20-21

Presented by: Eva Calcagno, Cooperative Library Services Director

SUMMARY:

Background:

The Public Library Services Agreement defines the responsibilities of the Washington County Cooperative Library Services (WCCLS) and the nine cities and three non-profit organizations that provide public library service to county residents. The agreement also outlines the central support services provided by WCCLS to member libraries, and serves as the primary vehicle for distribution of county funds to public library service providers. With the passage of the 2015 WCCLS Levy, there will be twelve contractors: the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and the Aloha, Cedar Mill and Garden Home community library associations.

The action requested is approval of a new five-year Agreement, replacing the current Agreement (MO#11-165). The WCCLS Executive Board has recommended adoption of this new Agreement for the term covering the same five-year period as the WCCLS Local Option Levy, July 1, 2016 through June 30, 2021. Because WCCLS revenues are linked to increases in property taxes and assessed value, the proposed Agreement includes a two-pool funding distribution formula. Pool One would provide each contractor an annual increase of 3% for the term of the Agreement (assuming County Assessed Value increases at least 3%). Pool One distributions are included below. If WCCLS annual revenues exceed 3%, the WCCLS Executive Board could choose to distribute additional funds in Pool Two to member libraries or to address projects of countywide benefit. This would be done in a separate distribution and presented to your Board for approval.

The agreement has been distributed to all contractors, and has been approved or is scheduled for local council approval in June.

(continued)

DEPARTMENT'S REQUESTED ACTION:

Approve the Public Library Services Agreement for FY16-17 through FY20-21 including Pool 1 funding distributions.

COUNTY ADMINISTRATOR'S RECOMMENDATION:

I concur with the requested action.

APPROVED WASHINGTON COUNTY
 BOARD OF COMMISSIONERS
 MINUTE ORDER # 16-171
 DATE 6-21-16
 BY Barbara Hejmanek
C. CLERK OF THE BOARD

Agenda Item No.	<u>2.v.</u>
Date:	<u>06/21/16</u>

Exhibit A: Funding Distributions
WCCLS Public Library Pool 1 Funding For FY16-17 through FY20-21, with one-time adjustment in FY16-17

Library	FY15-16 Distribution	APPLY 4% Increase to "catch up"	3% annual increases ->					\$ increase over 5 yrs	% incr over 5 yrs
			FY16-17 Distribution (with base adjustments)	FY17-18 Distribution	FY18-19 Distribution	FY19-20 Distribution	FY20-21 Distribution		
Aloha			\$ 425,000	\$ 450,000	\$ 500,000	\$ 515,000	\$ 530,450		
Banks	\$ 135,596	\$ 141,020	\$ 167,705	\$ 172,737	\$ 177,919	\$ 183,256	\$ 188,754	\$ 53,158	39.2%
Beaverton	\$ 4,934,347	\$ 5,131,720	\$ 5,490,941	\$ 5,655,669	\$ 5,825,339	\$ 6,000,099	\$ 6,180,102	\$ 1,245,756	25.2%
Cedar Mill	\$ 3,645,857	\$ 3,791,691	\$ 3,981,275	\$ 4,100,714	\$ 4,223,735	\$ 4,350,447	\$ 4,480,961	\$ 835,104	22.9%
Cornelius	\$ 178,194	\$ 185,321	\$ 205,707	\$ 211,878	\$ 218,234	\$ 224,781	\$ 231,525	\$ 53,331	29.9%
Forest Grove	\$ 734,507	\$ 763,887	\$ 802,081	\$ 826,144	\$ 850,928	\$ 876,456	\$ 902,750	\$ 168,243	22.9%
Garden Home	\$ 379,103	\$ 394,267	\$ 413,980	\$ 426,400	\$ 439,192	\$ 452,368	\$ 465,939	\$ 86,836	22.9%
Hillsboro	\$ 4,582,623	\$ 4,765,928	\$ 5,004,224	\$ 5,154,351	\$ 5,308,981	\$ 5,468,251	\$ 5,632,298	\$ 1,049,675	22.9%
North Plains	\$ 104,437	\$ 108,614	\$ 168,717	\$ 173,778	\$ 178,992	\$ 184,361	\$ 189,892	\$ 85,455	81.8%
Sherwood	\$ 775,590	\$ 806,613	\$ 846,944	\$ 872,352	\$ 898,523	\$ 925,479	\$ 953,243	\$ 177,653	22.9%
Tigard	\$ 3,238,976	\$ 3,368,535	\$ 3,469,591	\$ 3,573,679	\$ 3,680,889	\$ 3,791,316	\$ 3,905,055	\$ 666,079	20.6%
Tualatin	\$ 1,410,865	\$ 1,467,300	\$ 1,540,664	\$ 1,586,884	\$ 1,634,491	\$ 1,683,526	\$ 1,734,031	\$ 323,167	22.9%
West Slope	\$ 743,265	\$ 772,996	\$ 796,186	\$ 820,071	\$ 844,673	\$ 870,013	\$ 896,114	\$ 152,849	20.6%
Totals	\$ 20,863,358	\$ 21,697,893	\$ 23,313,017	\$ 24,024,657	\$ 24,781,897	\$ 25,525,354	\$ 26,291,114	\$ 5,427,756	26.0%

Basic Library Threshold: (Included in FY16-17 distributions)
Open 45 hours per week, 1FTE position (Director)
 Library Net additional
 North Plains \$ 50,327 (Gets NPL 1FTE Director)
 Banks \$ 16,814 (gets BAL 3 more hrs/week)
Total \$ 67,141

Public Library Services Agreement

This Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County", on behalf of Washington County Cooperative Library Services, hereinafter referred to as "WCCLS," and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and Aloha Community Library Association, Cedar Mill Community Library Association and Garden Home Community Library Association, hereinafter referred to as "Contractor(s)." County and Contractors are collectively known as "the Parties." WHEREAS, Washington County has approved funding for countywide library services including non-fee access by County residents to public libraries operated by Contractors; and

WHEREAS the Parties originally entered into this Agreement in 1976 and the Agreement has had subsequent amendments and renewals including the last one entered into on June 21, 2011 (MO #11-165); and

WHEREAS, the Parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries; and

WHEREAS, the Parties desire to maintain and provide residents of Washington County with access to quality public library services and Contractors can provide such access and services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

The following definitions shall be used in this Agreement:

- A. WCCLS (Washington County Cooperative Library Services) – An agency of County government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B. WCCLS Information Network– The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases and e-content provided by WCCLS for Contractors' staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to Contractors and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

Public Library Services' Agreement 2016

- C. Qualified Borrowers – All Washington County residents, residents of counties or cities with which Washington County has reciprocal borrowing agreements, and paying card holders.
- D. West Slope Community Library - The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is a Contractor.
- E. Oregon Public Library Statistical Report – The report mandated by ORS 357.520, containing statistics and provided on an annual basis to the Oregon State Library via a reporting format determined by the State Library. Report data is typically due October 1 of each year.
- F. WCCLS Executive Board – the board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.
- G. WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.

2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2016 through June 30, 2021, except as otherwise provided in Section 11 of this Agreement.

3. FUNDS

As compensation to Contractor for the services to be provided pursuant to this Agreement, WCCLS agrees to distribute funds to Contractor on the basis set forth in Section 5 and the Payment Schedule set forth in Section 7.

By receipt of funds from WCCLS each Contractor agrees to expend those funds to provide library services according to Contractor's established policies, and to ensure that Contractor's library facilities are open for public use by all Qualified Borrowers. Contractors must spend all funds received from WCCLS on the provision of library services.

Public Library Services Agreement 2016

4. MINIMUM OPERATING REQUIREMENTS

By receipt of funds from WCCLS each Contractor agrees that Contractor's library facilities will be open to the public at least 45 hours per week, and to employ at least one full-time employee who will serve as the primary contact with WCCLS.

5. FUNDING DISTRIBUTION

A. WCCLS shall determine the total payment to be made to each Contractor during the term of this Agreement by using the method set forth in this Section and based on figures set forth in EXHIBIT A "Funding Distributions."

B. Payments to Contractors shall be budgeted in three (3) funding distribution pools.

1. Pool One. If the countywide assessed value increases at least 3% annually, for FY2016-17 the total amount in Pool One shall be \$23,313,017 as identified in EXHIBIT A. Thereafter, if countywide assessed value increases at least 3% annually Contractors shall each receive increases of 3% on an annual basis for the Term of this Agreement.

2. Pool Two. After actual County assessed valuation, tax levies and taxes are certified, County will determine WCCLS revenue which is subject to adjustment to actual revenue. WCCLS will use the WCCLS actual revenue to first fully fund Pool One distributions and budgeted WCCLS support and outreach services, including the Jump Start Operating Fund. WCCLS may then allocate additional funds to Pool Two. The WCCLS Executive Board shall recommend whether funds from Pool Two shall be distributed to Contractors, and if so, on what basis. Typically, the WCCLS Executive Board shall make the recommendation in February of each year. Any distribution of funds from Pool Two shall be distributed on a separate schedule from Pool One.

3. Jump Start Operating Fund. WCCLS shall create a third funding pool and use funds from this pool to support Contractors that physically expand a library building or add a new library branch during the term of this Agreement. Funds shall be allocated to support the operations of said expansions. WCCLS shall allocate funds through an application process created by the WCCLS Executive Board. Funds from this third funding pool will be added to the Contractor's Pool 1 base allocation at the beginning of the next Agreement term.

Public Library Services Agreement 2016

6. ADJUSTMENTS IN PAYMENTS

- A. WCCLS may adjust payments if funding for payments noted in 5.B.1 is less than projected. WCCLS will reduce amounts paid to each Contractor in an amount proportionate to each library's percentage of the total amount available for payment.
- B. WCCLS shall notify the Contractors in writing of any adjustments under this Section after the County adopts the budget for the subsequent fiscal year. If reductions in revenue are necessary after the beginning of a fiscal year, County shall give sixty (60) days notification to Contractors, if possible.

7. PAYMENT SCHEDULE

- A. WCCLS shall make payments to those Contractors that are cities as follows:
 - 1. 80% (eighty percent) of the total annual payment shall be made on or before December 31; and
 - 2. 20% (twenty percent) of the total annual payment shall be made on or before April 15.
- B. Notwithstanding paragraph 7.A above, a city not formerly a party to a Public Library Services Agreement with WCCLS, that establishes a public library and becomes a party to this Agreement, shall be entitled to receive payment on a monthly basis during the term of this Agreement. The monthly payment shall be 1/12 of the total annual payment. In addition, WCCLS agrees that any city to which this subsection applies shall be entitled to receive monthly payments for the entire term of any renewal or successor agreement to which it becomes a party, provided funds are available.
- C. WCCLS shall make payments to those Contractors that are community libraries, specifically Aloha Community Library Association, Cedar Mill Community Library Association, Garden Home Community Library Association and the West Slope Community Library, on a monthly basis. The monthly payment shall be 1/12 of the total annual payment.

8. SPECIAL LIBRARY FUND

County, on behalf of WCCLS, shall maintain a Special Library Fund that shall include:

- A. Any remaining funds from a previous year which shall be carried over to the next year;
- B. All property tax collections made under all County library local option levies;

Public Library Services Agreement 2016

- C. All transfers of county general funds made to WCCLS;
- D. All interest earnings on the Special Library Fund, in accordance with ORS 294.080(1); and
- E. Other revenues for library services.

9. SERVICES TO BE PROVIDED BY WCCLS

WCCLS agrees to provide the following central support and outreach services to Contractors and West Slope Community Library:

- A. Reciprocal borrowing with other metropolitan area public libraries and Oregon Library Passport Program participating libraries;
- B. Coordination of countywide library services among Contractors and with regional and state library service providers;
- C. Coordination of selection and purchase of shared electronic products available through WCCLS.org, coordination of training and education for adult services staff, coordination of countywide adult programming such as Summer Reading, and interlibrary loan borrowing from and lending to libraries outside of Washington County;
- D. Outreach services to special populations of Washington County residents, including, but not limited to, circulation of materials to those who cannot get to a public library (homebound), information and education about library-related services for child care providers and the children in their care, Latino and other cultural communities.
- E. Coordination and support of countywide youth services, including Summer Reading Programs and shared resources, coordination of training and education of youth services staff;
- F. Courier pick-up and delivery of materials between Contractors and provision of courier connections to regional library delivery systems;
- G. Planning for long-term growth and development of countywide library services;
- H. Operation and maintenance of the WCCLS Information Network as defined in the WCCLS Information Network Agreement; and
- I. Other services to address Long Range Service Plan goals as agreed upon by the Parties.

10. SERVICES TO BE PROVIDED BY CONTRACTORS

- A. Each Contractor agrees to ensure equity of access to materials, resources and services for all Qualified Borrowers.
- B. Qualified Borrowers will not be charged a fee for the initial circulation or renewal of library materials.
- C. Each Contractor shall apply all fees and policies uniformly to all Qualified Borrowers. Such fees may include special service and overdue fees.
- D. Each Contractor shall designate a staff member who will work with WCCLS and administer this Agreement on behalf of Contractor. Contractor shall authorized the staff member to receive and give any

Public Library Services Agreement 2016

notices that may be required under this Agreement. Unless otherwise designated, this shall be the Library Director for each Contractor.

- E. Each Contractor shall meet all requirements for Level 5 Libraries as defined in the Admission of New Public Libraries to Washington County Cooperative Library Services, as approved by the WCCLS Executive Board May 23, 2012 and subsequent revisions.
- F. Each Contractor shall abide by shared policies and procedures as agreed upon by the WCCLS Policy Group.
- G. Each Contractor shall identify its membership in WCCLS through identification marks, and through public communications in selected library printed materials, websites or other publicity materials.

11. RECORD KEEPING

- A. WCCLS shall provide each Contractor with a copy of the County's annual audit, upon request by Contractor.
- B. Each Contractor shall provide WCCLS with a copy of Contractor's annual audit. For purposes of this Section, the following requirements shall apply:
 - 1. For Contractors which are cities, the audit shall be that of the city, and shall be supplied upon request of WCCLS.
 - 2. For Contractors which are community libraries (specifically Aloha Community Library Association, Cedar Mill Community Library Association and Garden Home Community Library Association), the audit shall be the result of an annual review of the Contractor's financial statements made by an independent certified public accountant in accordance with standards of the American Institute of Certified Public Accountants, and shall be supplied by December 31st of each year to WCCLS.
- C. Each Contractor shall provide WCCLS with a copy of its Oregon Public Library Statistical Report.

12. TERMINATION

- A. County may terminate this Agreement upon sixty (60) days written notice for a termination date no sooner than the end of the current fiscal year, if it determines, in good faith through an open, public process, that:
 - 1. The public interest would be served by such termination; or
 - 2. Adequate funds are not available.
- B. Each Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice, if Contractor determines, in good faith, that:
 - 1. The public interest in its jurisdiction or area of service would be served by such termination; or

Public Library Services Agreement 2016

2. Appropriated funds for Contractor are less than the amount reasonably anticipated.

C. County and each Contractor may terminate participation in this Agreement separately, and Agreements between remaining parties and County shall remain in effect.

D. If Contractor terminates its participation in the Agreement, the County shall distribute funds to the Contractor prorated to the date of termination.

13. INSURANCE

Each contractor to this Agreement shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Contractors, its employees and agents. The insurance coverage shall cover the minimum amount specified in ORS 30.271. For Contractors which are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.

14. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

A. Equal Opportunity Contractor shall not discriminate against its employees (including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by County.

B. Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Contractor agrees to:

1. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this Agreement;
2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement:

Public Library Services Agreement 2016

3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this Agreement; and
4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

15. INDEMNIFICATION

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution.

16. DEBT LIMITATION

This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon appropriation of funds therefor.

17. INDEPENDENT CONTRACTOR

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

18. NOTICE

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

18. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

19. CAPTIONS

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.

Public Library Services Agreement 2016

20. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

21. AMENDMENT

This Agreement may only be amended in writing and signed by all of the Parties.

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # 16-171

DATE 6-21-16

BY Barbara Hightmanek
CLERK OF THE BOARD

Public Library Services Agreement, 5/6/2016 9

EXHIBIT C: BOARD OF COUNTY COMMISSIONERS EQUITY RESOLUTION

IN THE BOARD OF COUNTY COMMISSIONERS

FOR WASHINGTON COUNTY, OREGON

In the Matter of Adopting a Resolution on) RESOLUTION
Diversity, Equity and Inclusion)
) No. _____

This matter having come before the Washington County Board on February 25, 2020, and

It appearing to the Board that:

Whereas, the government of Washington County is of and for all the people of
Washington County; and

Whereas, Washington County is one of the most racially and ethnically diverse counties in
the State of Oregon, and this diversity fuels innovation and supports robust communities and a
rich cultural life in the county, the State of Oregon and the nation; and

Whereas, areas and regions of the country that are more racially and ethnically diverse
enjoy stronger economies – and often, better social and health outcomes – than those that are
less diverse; and

Whereas, we, the Washington County Board of Commissioners, recognize Oregon’s and
America’s long history of racial discrimination, and the many barriers in our county that impede
diversity, equity and inclusion; and

Whereas, Washington County residents of color, on average, experience higher rates of
poverty and unemployment, and have lower median incomes than the county’s White, non-
Hispanic residents; and

Whereas,

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WASHINGTON COUNTY COUNSEL
155 N FIRST AVENUE, SUITE 340, MS #24
HILLSBORO, OR 97124
PHONE (503) 846-8747 - FAX (503) 846-8636

- Hispanics are significantly under-represented in the Washington County government’s workforce, while non-Hispanic Whites are significantly over-represented;
- African American and Hispanic youth in Washington County are much more likely to be referred to Juvenile Court than White youth; and
- The 2018 “Leading with Race” report from the Coalition of Communities of Color noted, among other findings, that:
 - Lenders in Washington County are more likely to reject home-loan applications from high-income African Americans and Latinos, 86% and 125% more likely, respectively, compared to those from high-income White (non-Hispanic) home-loan applicants.
 - As many as 68% of Native American single mothers with children are in poverty in Washington County, a rate even higher than the national poverty rate of 48% for Native American single mothers.

Whereas, despite these and other challenges, racial and ethnic communities in Washington County continue to build and nourish thriving families, businesses and neighborhoods; and

Whereas, these inequities can and must be addressed as Washington County has a moral and legal responsibility to provide all its residents with equitable access to the County’s public resources; and

Whereas, we recognize and reaffirm Washington County’s commitment to creating an inclusive culture that values and celebrates the diversity of the county’s residents and employees; and

Whereas, we will lead the equitable delivery of Washington County's services to every county resident, and will provide equitable opportunities for growth, development and access to resources; and

Whereas, the government of Washington County is committed to dismantling long-standing systems, programs, policies and practices that may have historically created obstacles to the success of people of color, members of ethnic communities and any marginalized group; and

Whereas, the Washington County government is committed to ensuring that its staff in frontline and management roles mirrors the demographics of the community it serves; and

Whereas, the Board of Commissioners is taking a systematic approach to diversity, equity and inclusion and will proceed with care and thoughtfulness; and

Whereas, we acknowledge the diligent efforts and commitment to improving diversity, equity, inclusion and effectiveness provided by County frontline employees and leadership staff, including members of the Diversity, Equity and Inclusion (DEI) "Think Tank" and the staff Equity Committee; and

Whereas, the Board of County Commissioners values and will be responsive to the community's evaluation of and feedback about the County's diversity, equity and inclusion initiative; and

Whereas, Washington County government procures goods and services through the issuance of contracts and purchase orders with taxpayer funds; and

Whereas, we strive to act with humility and openness as we evolve new and better insights and solutions to achieving a more equitable Washington County and that this is a journey

with a long continuum that will require a long-term and ongoing commitment from this and future boards.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that on this 25th day of February, 2020, the Washington County Board of Commissioners will:

1. Commit to:
 - a. Fostering, supporting and strengthening equity and inclusion in the County's programs, practices and policies; and
 - b. Continuing to develop our understanding of the inequities that County policies, programs and practices may cause; and
 - c. Continuing to provide the leadership to make Washington County more equitable and inclusive to all marginalized groups; and
 - d. Ensuring that we spend the public's dollars in a way that maximizes benefit for the community and provides equitable access for all suppliers and contractors; and
 - e. Allocating and providing the resources needed to advance diversity, equity and inclusion in Washington County, and ensuring the County's new Office of Equity, Inclusion and Community Engagement is resourced to achieve the goals of this resolution; and
 - f. Developing workforce training programs that provide economic empowerment and career advancement opportunities for our employees and those we serve; and,
 - g. Structuring our organization to model services, practices and engagement approaches that equitably meets the needs of all residents.

2. Direct the County Administrator to develop an organizational action plan through fiscal year 2020-21 to create:
 - i. The Washington County Office of Equity, Inclusion and Community Engagement, which will be housed in the County Administrative Office; and
 - ii. The Chief Equity Officer position, which will report to the County Administrator; and
 - iii. A staff Leadership Equity Council that will coordinate internal DEI efforts across County departments; and
 - iv. A Communities of Color Advisory Board that will foster collaboration with, and seek input from, communities of color on County policies and programs; and
 - v. A purchasing policy that will provide for access and opportunity for minority and women-owned firms to contract with Washington County to ensure that minority-owned and women-owned businesses have equitable access to these contracting and purchasing opportunities; and
 - vi. A workforce pipeline and training program that will promote recruitment, employment, hiring, training and retention opportunities for communities of color and other disparate communities in Washington County; and
 - vii. Quarterly reports to the Board on the progress of implementing this resolution and ongoing DEI efforts.

LET IT FURTHER BE RESOLVED that the Board of Commissioners adopts and certifies that the attached Addendums A & B be integral parts of this resolution and shall be used as a guide for implementation.

EXHIBIT C: BOARD OF COUNTY COMMISSIONERS EQUITY RESOLUTION

DATED this 25th day of February, 2020.

BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

CHAIR KATHRYN HARRINGTON

RECORDING SECRETARY

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WASHINGTON COUNTY COUNSEL
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HILLSBORO, OR 97124
PHONE (503) 846-8747 - FAX (503) 846-8636

EXHIBIT D: INSURANCE REQUIREMENTS SUMMARY FORM

1/7/2022



INSURANCE REQUIREMENTS SUMMARY FORM

Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Worker's Compensation and Automobile Liability coverage.

It is strongly advised that contractors give this information to their insurance agent to verify that all requirements can be met.

1. COMMERCIAL GENERAL LIABILITY INSURANCE. Contractor shall at all times carry a Commercial General Liability insurance policy for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract. The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED** by separate endorsement.

- Not Required.
- COMMERCIAL GENERAL LIABILITY INSURANCE** with limits of not less than:
 - \$500,000 / \$1,000,000
 - \$1,000,000/\$2,000,000
 - \$2,000,000 / \$4,000,000
 - Other: \$ _____ each occurrence / aggregate for Bodily Injury and Property Damage.
 - ADDITIONAL INSURED ENDORSEMENT** not required.

2. AUTOMOBILE LIABILITY INSURANCE. Contractor shall at all times carry Automobile Liability Insurance for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.

- Not required.
- AUTOMOBILE LIABILITY INSURANCE** with a combined single limit per accident, or the equivalent of not less than:
 - \$1,000,000
 - \$2,000,000
 - Other: \$ _____ each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.
 - No requirement in excess of that required under state law.
 - Automobile Liability Additional Insured Endorsement is not required.

3. **PROFESSIONAL LIABILITY INSURANCE** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy.

Not required.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than:

- \$1,000,000/\$2,000,000
- \$1,000,000/\$3,000,000
- \$2,000,000/\$4,000,000
- Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)/aggregate to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

4. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

OTHER: \$ _____

5. **OTHER COVERAGE(S) REQUIRED**

A. **POLLUTION OR ASBESTOS LIABILITY INSURANCE** with limits of not less than

- \$1,000,000
- Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)

AND

- \$1,000,000
- Other: \$ _____ in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.

B. **EMPLOYEE DISHONESTY AND MONEY AND SECURITIES** with a limit of not less than \$ _____ each occurrence to cover Theft, Disappearance and Destruction of cash or negotiable securities in the care, custody or control of the contractor for County or on behalf of County clients.

C. **CYBER LIABILITY INSURANCE** with limits of not less than

- \$1,000,000
- Other: \$ _____ each occurrence to cover data losses caused by cyber attacks, viruses, other threats, paper transactions, crisis services and lawsuits that result from data breaches or your failure to protect sensitive information.

PUBLIC LIBRARY NETWORK, SERVICES, AND FUNDING INTERGOVERNMENTAL AGREEMENT

- D. **PHYSICAL ABUSE AND MOLESTATION INSURANCE** with limits of not less than
 \$1,000,000
 Other \$ _____ each occurrence to cover actual or threatened physical abuse, mental injury, sexual molestation, or negligent employment, supervision, investigation, reporting to proper authorities or retention of any person for whom the Contractor is responsible for, including but not limited to Contractor and Contractor's employees and volunteers. Coverage can be provided by a separate policy or as an endorsement to the general or professional liability policies.
- E. **PRODUCTS COMPLETED OPERATIONS HAZARD ADDITIONAL INSURED ENDORSEMENT** naming Washington County, its agents, officers, elected officials and employees with respect to liability for Bodily Injury and Property Damage.
- F. **BUILDER'S RISK** \$ _____ Contractor to provide the additional coverage types and limits required on large construction projects, as outlined by the Risk Manager. The coverage requirements remain in place through the duration of the construction project. If the Builder's Risk policy renews annually during the construction project, any significant changes require County Risk Manager approval prior to implementation. The County is to receive copy of new policy with the approved changes and will attach to the original contract terms. Contractor with proof of payment and cost for coverage may be reimbursed at cost with no mark-up for the Builder's Risk coverage.
- G. **OTHER** (describe coverage and limits):
County agrees to waive Subcontractor Insurance requirements.

NOTES:

Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of the contract.

Maximum Deductible/Retention. Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.

Additional Insureds. The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.

Insurance Certificates. Contractor shall deliver to the County, prior to the commencement of work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.

Subcontractor Insurance. Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless the requirement is expressly modified or waived by the County.



City of Tualatin

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: 5/9/22

SUBJECT:

Consideration of Recommendations from the Council Committee on Advisory Appointments

RECOMMENDATION:

Staff recommends the City Council approve the recommendations from the Council Committee on Advisory Appointments (CCAA)

EXECUTIVE SUMMARY:

The CCAA met and interviewed community members interested in participating on the Equity Committee Planning Group. The Committee recommends appointment of the following individuals:

1. Bryan Ortiz
2. BJ Park
3. Valerie Holt
4. Glendora Claybrooks
5. Shane Skinner
6. Stacey Dolezal
7. Lusi Hong
8. Jennifer Eidson
9. Rio Espinosa
10. Mike Mata
11. Maria Nguyen
12. Rachel Greenough
13. Shannon Huggins
14. Sharon Noell
15. Isabella Raymond