



TUALATIN CITY COUNCIL MEETING

Tuesday, May 26, 2026

TUALATIN CITY SERVICES
10699 SW HERMAN ROAD
TUALATIN, OR 97062

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

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 26. These statements will be included in the official meeting record, but not read during the meeting.

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

Phone: +1 669 900 6833

Meeting ID: 892 1345 4496

Password: 18880

Link: <https://us02web.zoom.us/j/89213454496>

Work Session

- 1. 5:00 p.m. (60 min) Update on the Tualatin-Sherwood Road Rail Crossing Study.** Staff will provide an overview of the existing conditions analysis and a recap of the first Project Advisory Committee (PAC) meeting. Staff will also provide a preview of the design 'charette' session to be held with agency and partner staff and the public on June 2nd.
- 2. 6:00 p.m. (30 min) City Council 2026 Priorities Update.** At the January 17, 2026 City Council Advance, the City Council discussed their priorities for 2026, along with outcomes and specific actions associated with each. Tonight, staff will provide a status update, which includes highlights from each of the seven priority areas.

3. **6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable.** Council will review the agenda for the May 26th City Council meeting, hear a report from the City Manager, and brief the Council on issues of mutual interest
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7:00 P.M. CITY COUNCIL MEETING

Call to Order

Pledge of Allegiance

Announcements

1. Proclamation Declaring June 2026 as Gun Violence Awareness Month in the City of Tualatin
2. Proclamation Declaring June 2026 as Pride Month in the City of Tualatin
3. Proclamation Declaring June 19, 2026 as Juneteenth in the City of Tualatin
4. Introduction of Interim Chamber of Commerce Executive Director Ali Unverzagt
5. New Employee Introduction- Human Resource Assistant Jennifer Nason

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 Regular Meeting Minutes of May 11, 2026
2. Consideration of Approval of a New Liquor License Application for La Sen Vietnamese Grill
3. Consideration of **Resolution No.5957-26** for No Parking Sign on SW Wampanoag Drive
4. Consideration of **Resolution No. 5958-26** Concurring With The Vacation By Washington County Of A Portion Of A Public Easement In The City Of Tualatin
5. Consideration of **Resolution No. 5959-26** Awarding and Authorizing the City Manager to Execute an Agreement with Diversified Abilities for Landscape Maintenance Services

Special Reports

1. Metro Update Presented by Councilor Gerritt Rosenthal
2. Tualatin High School Design Core - InPipe + BHCP Planting Project

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. Review of Library Cooperative Intergovernmental Agreements between the City of Tualatin and Washington County

Items Removed from Consent Agenda

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

Council Communications

Adjournment

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

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

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

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Mike McCarthy, City Engineer
Abby McFetridge, Engineering Associate

DATE: May 26, 2026

SUBJECT:
Update on the Tualatin-Sherwood Rd Rail Crossing Study.

EXECUTIVE SUMMARY:

City staff have been working with a consultant team on the Tualatin-Sherwood Rail Crossing Study considering options for improving traffic flow, safety, walkability, and livability around the intersection of Tualatin-Sherwood Road with Boones Ferry Road and the Portland & Western Railroad. Since the last Council briefing the project team has been analyzing travel patterns and existing conditions in the study area, has convened a Project Advisory Committee (PAC), and is evaluating what would be entailed in potential 'Road Over Rail' and 'At-Grade' solutions.

Staff will provide an overview of the existing conditions analysis and a recap of the first Project Advisory Committee (PAC) meeting held on May 13th. Staff will also provide a preview of the design 'charette' session to be held with agency and partner staff and the public on June 2nd. The attached presentation provides an overview of the PAC discussion and the material to be discussed in the charette.

ATTACHMENTS:

- PowerPoint presentation

Tualatin–Sherwood Road Rail Crossing Study

Tualatin City Council Meeting
May 26, 2026



Agenda

- Project Recap
- Existing Conditions Evaluation
- Project Advisory Committee (PAC) Update and Recap
- Key Constraints Shaping Feasible Alternatives
- Design Charette
- Next Steps



Project Overview



The Tualatin-Sherwood Road/Boones Ferry Road intersection is...

- A critical multimodal intersection shaped by natural environments constraints, past investments decisions, and recent regional growth.
- Experiencing safety, congestion, and connectivity challenges under increasing traffic.

The project aims to evaluate at-grade and grade-separated railroad crossing options at the intersection to identify a preferred solution supporting safety, mobility, and economic vitality.



Previous Discussion

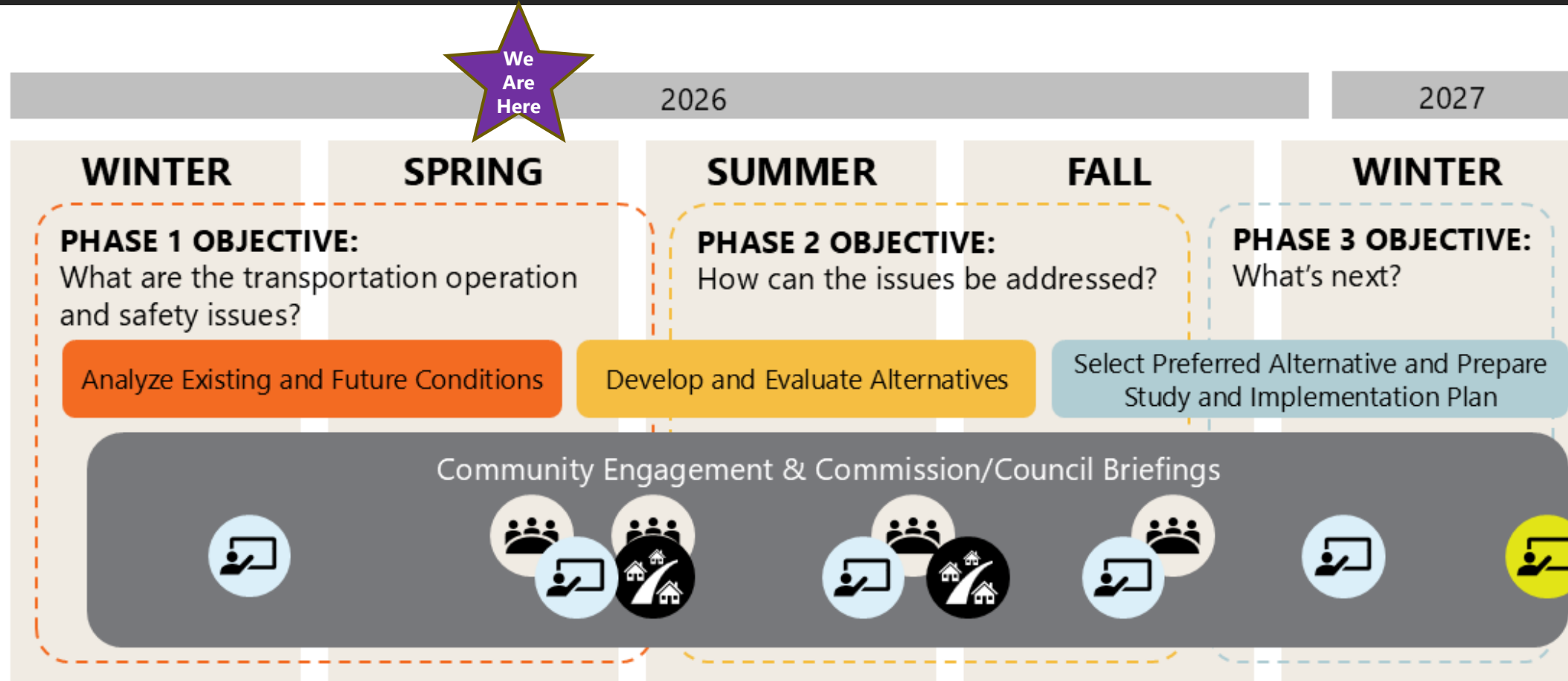
- March 9th Council Meeting
- Viability Analysis of Potential Options
 - Rail Over / Rail Under Options Not Viable
- Timeline If Project Proceeds

- Options to Continue Evaluating
 - Tualatin – Sherwood Road Over Railroad and Boones Ferry
 - At-Grade (Adding Turn Lanes, Bike/Ped, and/or Technology, etc.)
 - No-Build (Leave Intersection As-Is)

- Doubts About Viability of Road – Under – Rail Due To Water Table And Floodplain



Project Process and Schedule



- KEY:**
- Commission & Council Briefing
 - Advisory Committee Meeting
 - Community Meeting
 - Planning Commission & City Council Hearings



Land Use Inventory

Learn More: Draft Existing and Future No-Build Conditions Memo Pages 5-7

- Commercial, industrial, and residential land uses.
- Most of the study area falls within Core Opportunity and Reinvestment Area Plan (CORA).
- Many of the properties within the study area are over 20-30 years old.



KITTELSON & ASSOCIATES

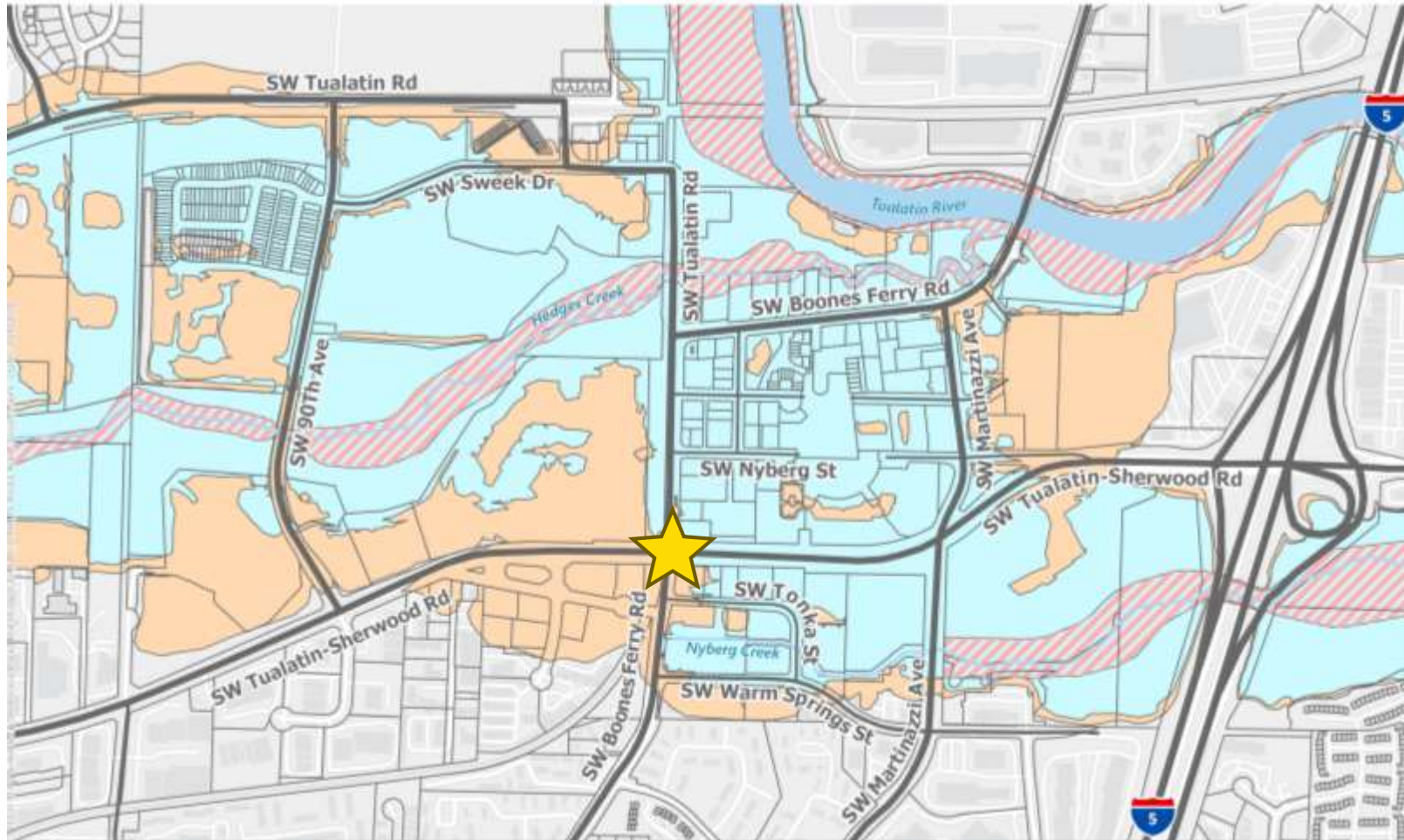


KITTELSON & ASSOCIATES



Environmental Conditions

Learn More: Draft Existing and Future No-Build Conditions Memo Pages 46-53



-  Regulatory Floodway
-  1% Annual Flood Chance (Zone AE*)
-  0.2% Annual Flood Chance (Zone X*)

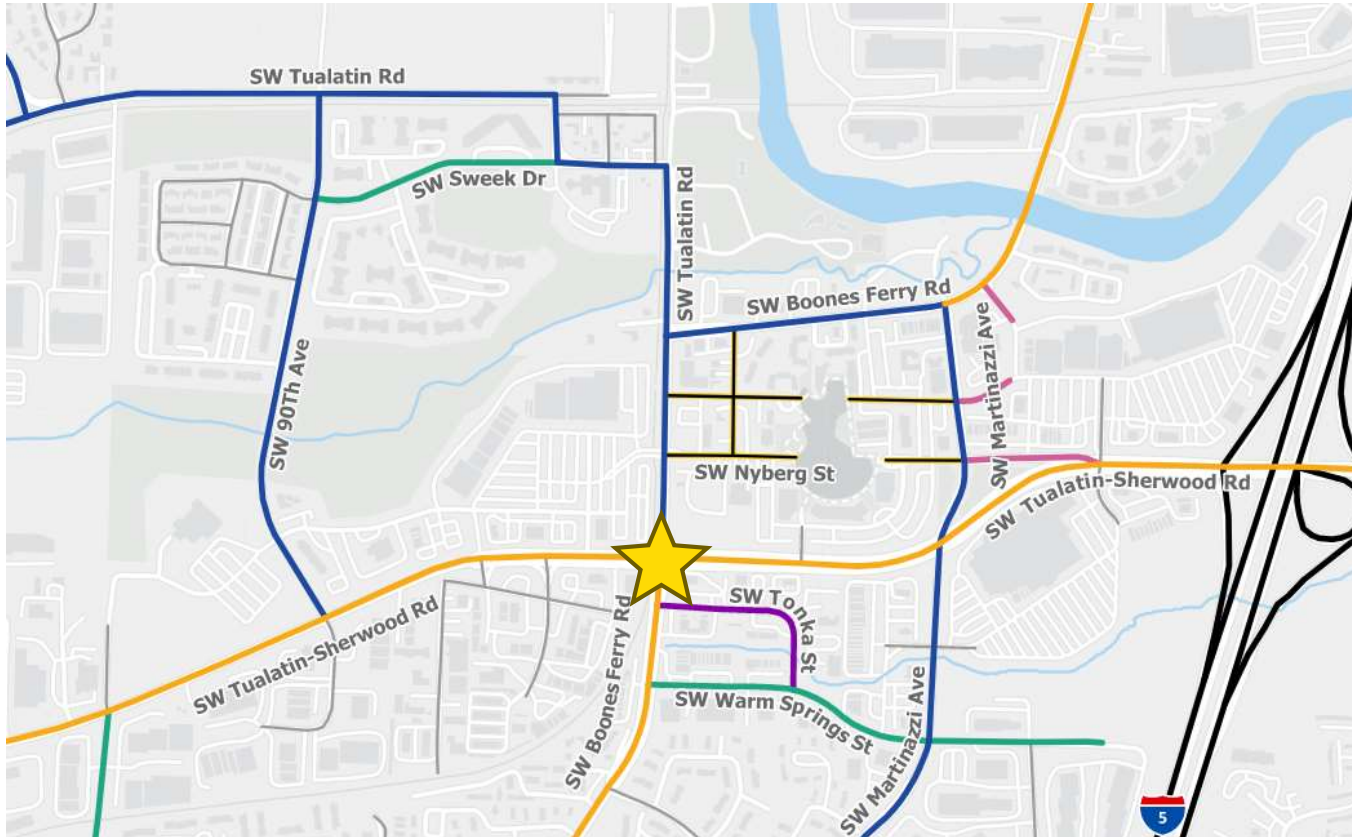
*Zone AE: there is at least a 1% chance of flooding annually, and wave heights do not exceed 3 feet

*Zone X: there is at least 0.2% chance of flooding annually, or 1% chance of flooding annually with average depth less than 1 foot or with drainage areas of less than 1 square mile



Functional Classification

Learn More: Draft Existing and Future No-Build Conditions Memo Pages 25-26



- Freeways
- Primary Arterial
- Arterial
- Collectors
- Neighborhood Route
- Connector Commercial Industrial
- Connector Downtown Core
- Other Local Roads



Rail Facilities

Learn More: Draft Existing and Future No-Build Conditions Memo Pages 8-10

Tualatin-Sherwood Road at-Grade Rail Crossing



Tualatin-Sherwood Road at-Grade Rail Crossing (Looking Westbound)



Tualatin-Sherwood Road at-Grade Pedestrian Crossing (Looking Westbound)



Source: Google Imagery



Transit and Emergency Services

Learn More: Draft Existing and Future No-Build Conditions Memo Pages 28-31

- WES operates 5 trains in each direction during the AM and PM peaks, respectively.
- Transit routes that cross the Portland & Western rail line are less reliable due to delays at the at-grade crossing. Multimodal access to transit is often limited.
- Tualatin Valley Fire & Rescue has a station located at Tualatin-Sherwood Road/90th Avenue.

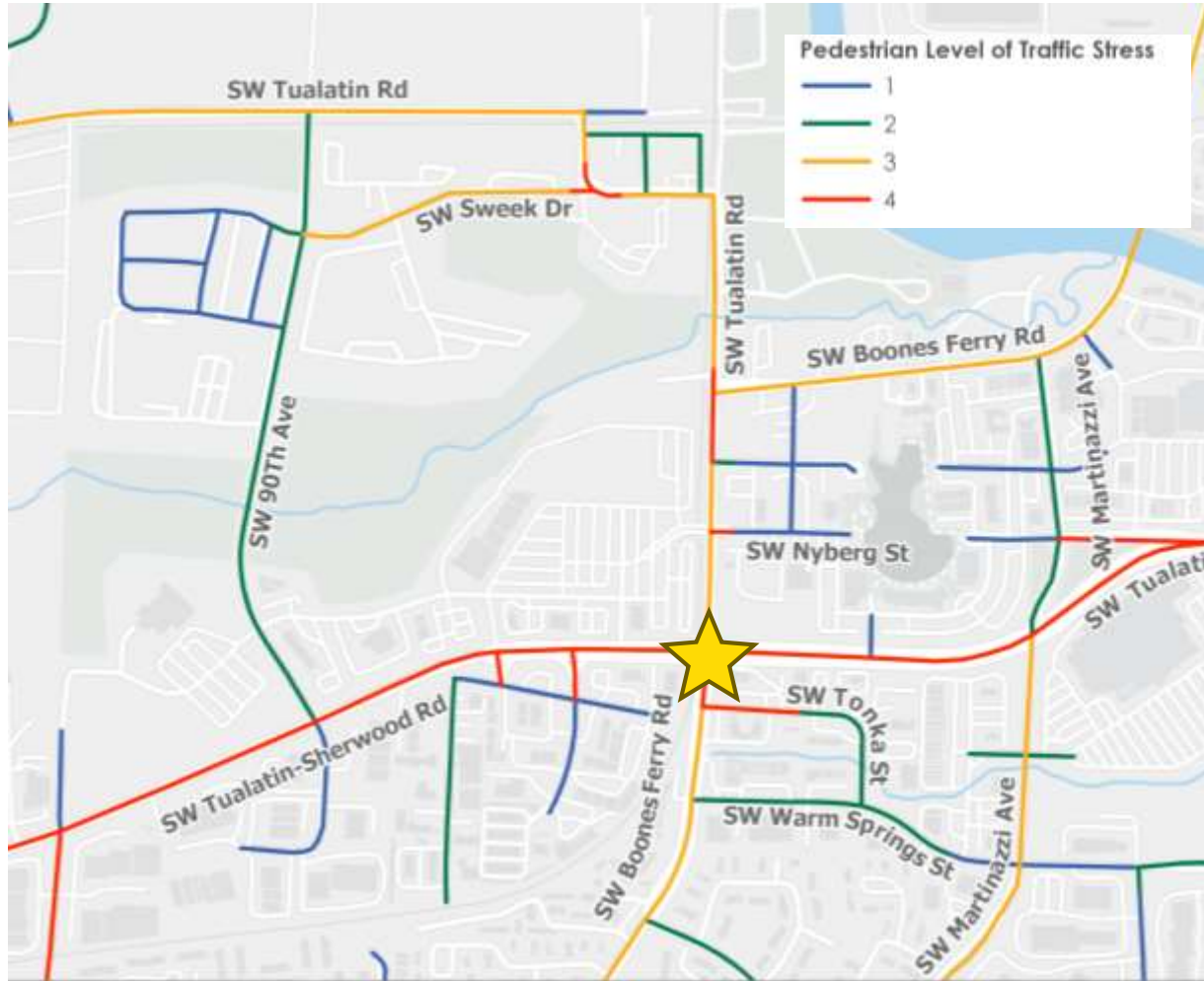


Source: TriMet



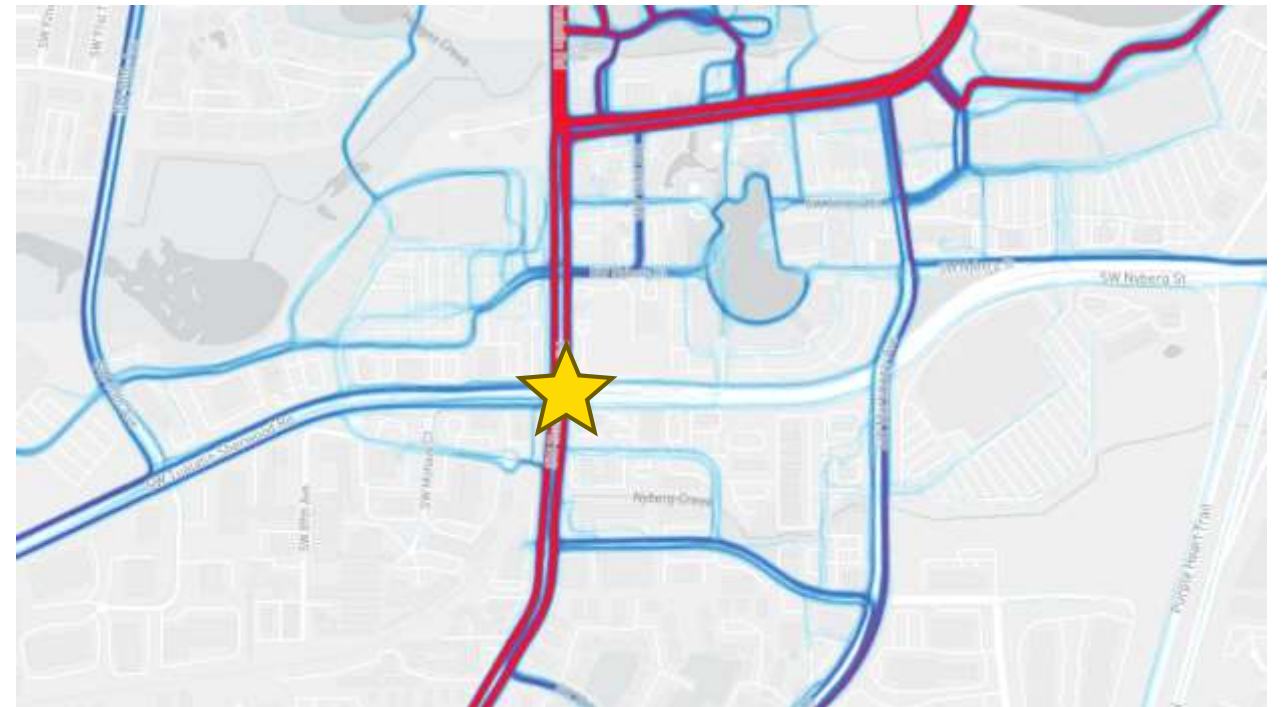
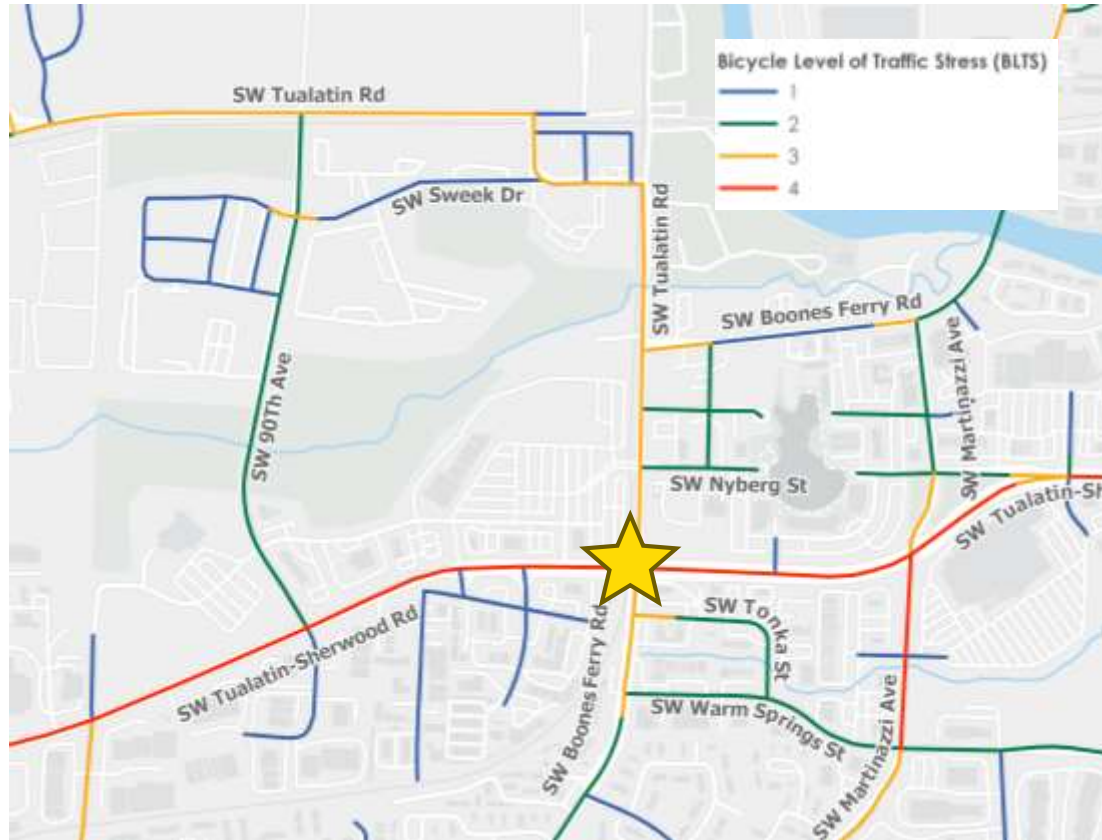
Pedestrian Facilities

Learn More: Draft Existing and Future No-Build Conditions Memo Pages 10-13



Bicycle Facilities

Learn More: Draft Existing and Future No-Build Conditions Memo Pages 15-19



Higher Activity



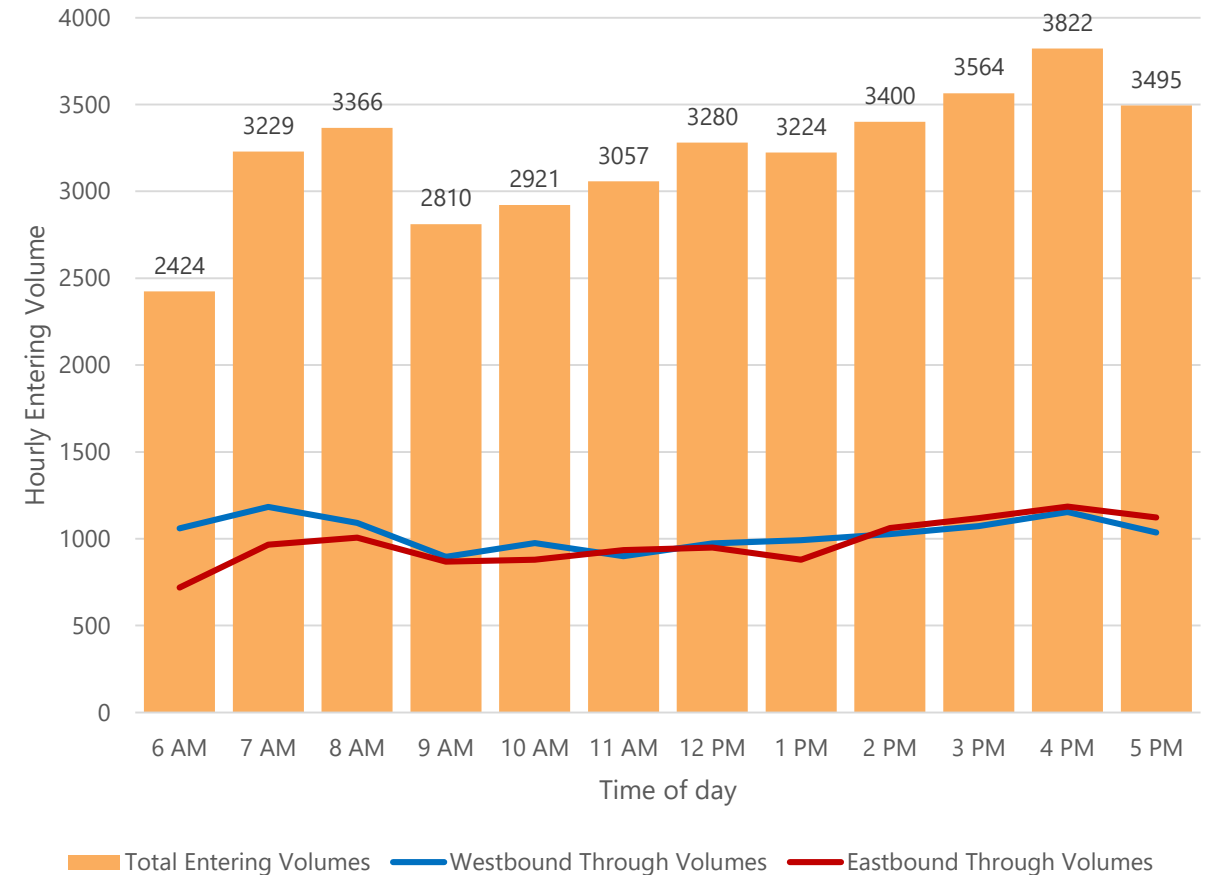
Lower Activity



Traffic Operations

- In the morning, WB through volumes are higher than EB volumes, while in the afternoon EB volumes exceed WB volumes.
- **Traffic volumes peak between 7:00 and 9:00 AM and 4:00 and 5:00 PM.**

Traffic Volumes at Tualatin-Sherwood Road/Boones Ferry Road Intersection



Traffic Operations

Learn More: Draft Existing and
Future No-Build Conditions
Memo Pages 31-41

- Tualatin-Sherwood/Boones Ferry Road exceeds the operating standard for the City of Tualatin. This results in blocked through movements, spillback, and corridor-wide delays.
- During the weekday PM peak hour, intersections along Tualatin-Sherwood Road experiences queues that exceed storage capacity particularly for eastbound traffic, resulting in significant delays along the corridor and at intersection with other roads.



Crash Analysis

*Learn More: Draft Existing and
Future No-Build Conditions
Memo Pages 43-46*

- 89th Avenue/Tualatin-Sherwood Road, Tualatin-Sherwood Road/Boones Ferry Road, and Boones Ferry Road/Warm Springs Street were identified within the top 85 percent of scores in the ODOT Safety Priority Index System (SPIS) 2023 list.
- 89th Avenue/Tualatin-Sherwood Road and Tualatin-Sherwood Road/Boones Ferry Road were also identified on the Washington County 2021-2023 SPIS list.
- Tualatin-Sherwood Road corridor is one of Metro's High Injury Corridors.



Traffic Operations and Safety



Project Advisory Committee

PAC Members

- Justin Lindley, Planning Commission Representative
- Darren Morris, Tri-Met
- Grant O'Connell, Tri-Met
- Ally Homqvist, Metro
- Monica Krueger, Metro
- Trevor Rowe, Adjacent Property Owners
- Nancy Kraushaar, TSP Representative
- Sid Sin, Downtown Revitalization Rep
- Quin Brunner, Downtown Revitalization Rep
- Hugh Fuller, Community Member

PMT Members

- Mike McCarthy
- Abby McFetridge
- Aquilla Hurd-Ravich
- Joe Kirkland (WashCo)

Consultant Team

- Marc Butorac
- Amy Griffiths
- Edward Guo








Project Advisory Committee (PAC)

Meeting #1 Summary

- Project Introduction
- PAC Introductions and Roles
- Project To-Date – Decision to Evaluate
- Existing Conditions Overview
- Discussion
 - What Issues Do You Experience?
 - What Would Make a Successful Project?
- Next Steps



Goals and Objectives

Goal	Objective
 Safety	The alternative addresses safety risk in the study area, particularly along Tualatin-Sherwood Road and at the intersections of 89th Avenue/Tualatin-Sherwood Road, Tualatin-Sherwood Road/Boones Ferry Road, and Martinazzi Avenue/Tualatin-Sherwood Road.
 Multimodal Access	The alternative improves comfort, safety, and access for people walking and biking in central Tualatin.
 Travel Reliability	The alternative reduces congestion and improves travel reliability in central Tualatin.
 Community Development	The alternative encourages and facilitates opportunities for entrepreneurial growth and community development within the CORA.
 Feasibility	The alternative protects the cultural, environmental, and community resources.



Grade Separated Alternatives

Road Over Rail

Potential Alternative Design Options:

- Raise Boones Ferry & Intersection
- Boones Ferry at grade; create new northly connection via Nyberg St
- Boones Ferry at grade; create new southerly connection via Warm Springs St



Disclaimer: This is an initial draft conceptual-level visualization to depict an alternative scenario that could be explored by the community.

Grade Separated Alternatives

Road Over Rail

Potential Alternative Design Options:

- Raise Boones Ferry & Intersection
- Boones Ferry at grade; create new northly connection via Nyberg St
- Boones Ferry at grade; Tualatin-Sherwood Road ramps to/from east



Disclaimer: This is an initial draft conceptual-level visualization to depict an alternative scenario that could be explored by the community.

At-Grade Alternatives

- Roadway Widening
- Intelligent Transportation Systems (e.g., Upstream Train Warning)



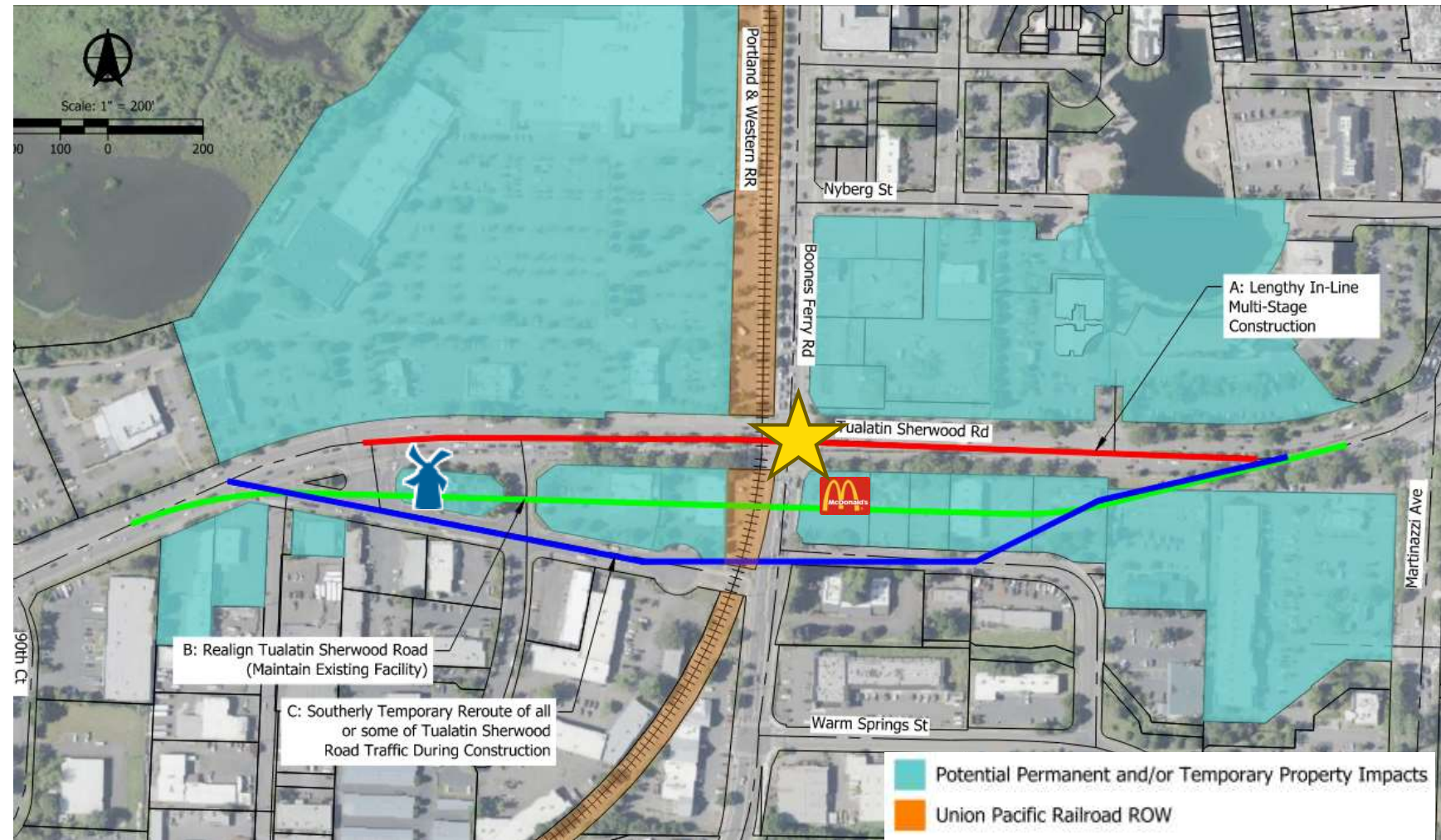
Rights-of-Way

- Construction will have sizeable impacts to properties and businesses
- One or more full property takes will be necessary for grade separation
- Limited rail right-of-way precludes ability to raise or lower the tracks and keep train operations viable during construction



Temporary Traffic and Construction

- How do we build while keeping traffic moving?
- Temporary Roadway Routing?
- Build along different alignment?
- Potential significant property impacts



Thoughts and Discussion?



Tualatin-Sherwood Rail Crossing Study

Next Steps

- Preliminary Design Charette June 2
- PAC Meetings Continue
- Community Engagement
- Further Engineering Evaluation of Options
- Meetings with Planning Commission
- Return to Council





CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Sherilyn Lombos, City Manager

DATE: May 26, 2026

SUBJECT:
City Council 2026 Priorities Update

EXECUTIVE SUMMARY:

At the January 17, 2026 City Council Advance, the City Council discussed their priorities for 2026, along with outcomes and specific actions associated with each. On February 9, 2026, the City Council reviewed and approved the work, which included seven priority areas and a total of 44 actions. Tonight, staff will provide an update, which includes highlights from each of the seven priority areas. The City Council's 2030 Vision, Priorities, Outcomes, and Actions are attached to this staff report for reference.

ATTACHMENTS:

- Vision/Priorities/Outcomes/Actions



Tualatin 2030 Vision

A Caring and Inclusive Community that promotes equity, diversity, belonging, and access in creating a meaningful quality of life for everyone.

A Connected, Informed, and civically Engaged community that embraces our City's diversity.

A thriving and diversified Economy that includes living wage jobs, increased tourism, and sustained financial stability for the whole City.

Safe, vibrant, and accessible Gathering Places throughout the City that build and celebrate our whole community.

An efficient, accessible, innovative, sustainable, and connected Transportation system that effectively and safely meets the needs of our entire community.

Safe, desirable, welcoming, and sustainable Neighborhoods with housing that is available for all.

An Environmentally active sustainable responsible and forward-thinking community that values and protects our natural resources inhabitants and habitat.





2026 Priorities

Neighborhood Engagement

Outcomes

- Neighborhood investments are made around the city and those investments are celebrated. There is a process for understanding neighborhood needs.
- Strong relationships are built between the community, Council, and staff.
- The community is educated, allowing for full and effective engagement.
- Neighborhoods feel informed, engaged, and connected with other City groups.
- Tualatin is more livable with safe pedestrian pathways while maintaining our tree canopy.
- There are strong relationship between the Community Involvement Organizations (CIOs) and the city.
- There is a strong relationship with the Community Emergency Response Team (CERT) Program that strengthens the city's resiliency.

Actions

- 1.1 Adopt and implement a new sidewalk and street tree policy that includes best practices from other cities.
- 1.2 Evaluate and implement programmatic changes to the sidewalk maintenance program.
- 1.3 Provide education to the community on street trees and the sidewalk maintenance program.
- 1.4 Encourage connection and interaction between City Committees and other groups (including the Community Involvement Organizations).
- 1.5 Host a Board & Committee Summit.
- 1.6 Council will stay informed and provide leadership with relevant partners on policy and funding changes at various levels (federal, state, regional) that impact community, and the community's access to resources.





Housing

Outcomes

- Diverse, livable, and sustainable housing options exist in Tualatin
- Data driven decision making is made to support housing needs
- There is a clear understanding of the regional/local housing landscape and Tualatin positively influences the landscape
- Tualatin offers a friendly environment for people in the housing process

Actions

- 2.1 Respond to legislative updates that impact the City's housing production.
- 2.2 Continue to review and integrate appropriate options to address preservation/addition of green space.
- 2.3 Council will stay informed and provide leadership on regional implementation of the Supportive Housing Services (SHS) Program, including via Metro's Oversight Committee.
- 2.4 Support eviction prevention resources and programs.
- 2.5 Conduct a Housing Capacity Analysis.





Economic Development

Outcomes

- There is regular, clear communication on processes and progress in urban renewal areas
- Tualatin has a connected community through development planning that is innovative, imaginative, and responsive
- Council makes concrete steps forward to integrate placemaking into current projects
- The community is engaged in supporting our vibrant economy

Actions

- 3.1 Revisit the food cart policy and specifications.
- 3.2 Revisit zoning options in the Leveton area using a similar framework to the code changes in the Basalt Creek area.
- 3.3 Provide updates to the Council and community on Core Opportunity and Reinvestment Area (CORA) Plan implementation.
- 3.4 Provide updates to the Council and community on the Southwest Urban Renewal District (Basalt Creek) Plan implementation.
- 3.5 Continue Downtown Revitalization project work, including prioritization of project lists.
- 3.6 Explore destination signage for points of interest in Tualatin, including the Veteran's Plaza, trails, the Ice Age.
- 3.7 Investigate business incubator opportunities.
- 3.8 Pursue opportunities to stimulate development in Basalt Creek.
- 3.9 Scope a tourism strategic plan to emphasizes Tualatin River access.





Transportation

Outcomes

- Tualatin has clear transportation goals and priorities that support strategic advocacy
- Safe transportation systems are in place that support all modes/users
- There are protected funding streams for transportation
- The Transportation System Plan is adopted and implementation has begun
- Advocacy for regional transportation priorities is taking place

Actions

- 4.1 Prioritize transportation projects and funding; coordinate with partners.
- 4.2 Identify clear transportation priorities for Tualatin that support Council and staff strategic regional advocacy for those priorities.
- 4.3 Provide regular transportation updates to Council and the community, including from regional partners.
- 4.4 Implement changes to the residential permit parking program.
- 4.5 Advocate for public transit services in Tualatin, including working with regional partners to understand options and opportunities for improved service.





Environment

Outcomes

- The Climate Action Plan is being effectively implemented
- Tualatin has a resilient response to environmental changes
- The Climate Action Plan is funded
- There is a prioritized 5-year implementation plan
- Tualatin applies an environmental lens to all City projects
- Tualatin has a proactive, less reactive, approach

Actions

- 5.1 Expand the 2-year Climate Action implementation plan to a 5-year, prioritized work plan.
- 5.2 Support environmental resiliency via planning and programmatic endeavors.
- 5.3 As part of Climate Action Plan implementation, raise awareness and visibility of the Backyard Habitat Program.
- 5.4 As part of Climate Action Plan implementation, raise awareness and visibility of Bee City programming.
- 5.5 Using an environmental lens, review the tree ordinance.
- 5.6 Explore expansion of sustainable maintenance practices on City facilities, parks, and managed lands.
- 5.7 As part of Climate Action Plan implementation, consider initiatives that provide incentives to change behavior related to sustainable maintenance practices.





Parks

Outcomes

- The community is regularly informed on bond project progress and park and recreation activities
- There is increased access to summer youth recreational programming
- Bond projects are completed
- Successful events are celebrated and improved
- Tualatin has ample resources to meet community demand for parks, trails, and recreational programs

Actions

- 6.1 Provide frequent high value communication on projects, recreation programs, and parks.
- 6.2 Review growth opportunities and cost structure for recreation programs to ensure sustainable and expanded program offerings.
- 6.3 Continue to develop and make needed changes to Integrated Pest Management practices.
- 6.4 Explore revenue opportunities to ensure stable, ongoing funding for parks maintenance.
- 6.5 Move forward with the partnership with TTSD on athletic fields.
- 6.6 Engage the community in development of Riverfront Park.





Culture + Identity

Outcomes

- Tualatin is a trauma informed organization
- Strategic planning endeavors and skills are employed across the organization
- Progress is shared on the Inclusion, Diversity, Equity, and Access Advisory Committee work
- Council has defined Tualatin's culture and identity and knows the look and feel we want to be known for

Actions

- 7.1 Integrate skills to respond to internal/external stressors related to trauma informed culture and care.
- 7.2 Develop a strategic City Communications Plan.
- 7.3 Begin a Comprehensive Planning process.
- 7.4 Launch a new City website.
- 7.5 Work to develop and strengthen strategic planning skillsets across the organization.
- 7.6 Explore and promote opportunities for the community to connect and access resources and services.





Proclamation

WHEREAS, every day, more than 120 Americans are killed by gun violence, alongside more than 200 who are shot and wounded, and on average there are more than 18,000 gun homicides every year; and

WHEREAS, cities across the nation are working to end the senseless violence with evidence-based solutions; and

WHEREAS, gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in city gun violence; and

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and in June to recognize Hadiya Pendleton's birthday (born: June 2, 1997), people across the United States recognize Gun Violence Awareness and wear orange in tribute to Hadiya Pendleton and other victims of gun violence and the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, by wearing orange in June, Tualatin will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that June 2026 is Gun Violence Awareness Month in the City of Tualatin. The community is encouraged to support efforts to prevent the tragic effects of gun violence and to honor and value human lives.

INTRODUCED AND ADOPTED this 26th day of May, 2026.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder





CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: May 26, 2026

SUBJECT:
Consideration of Approval of the Regular Meeting Minutes of May 11, 2026

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

ATTACHMENTS:

-City Council Regular Meeting Minutes of May 11, 2026



TUALATIN CITY COUNCIL

OFFICIAL MEETING MINUTES

FOR MAY 11, 2026

PRESENT: Mayor Frank Bubenik, Council President Valerie Pratt, Councilor Maria Reyes, Councilor Cyndy Hillier, Councilor Christen Sacco (via zoom), Councilor Octavio Gonzalez

ABSENT: Councilor Bridget Brooks

Call to Order

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

Pledge of Allegiance

Announcements

1. Proclamation Declaring May 2026 as Asian Pacific Islander Month in the City of Tualatin

Councilor Hillier read the proclamation declaring May 2026 as Asian Pacific Islander Month in the City of Tualatin.

Public Comment

Gina Schlatter expressed concerns regarding looting and camping activity occurring near her property. She stated the activity has negatively impacted the surrounding area and expressed concern about safety and ongoing property impacts. Ms. Schlatter encouraged the Council to consider alternative solutions and approaches to address homelessness and camping within the community.

Consent Agenda

Motion to adopt the consent agenda made by Council President Pratt, Seconded by Councilor Hillier. Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Reyes, Councilor Hillier, Councilor Sacco, Councilor Gonzalez

MOTION PASSED

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of April 27, 2026
2. Consideration of **Resolution No. 5956-26** Awarding and Authorizing a Contract with WSP USA, Inc. for Engineering and Construction Management Services for the 108th Ave. Sewer Project

Special Reports

1. Washington County Sheriff's Office Update

Washington County Sheriff Caprice Massey and Chief Deputy David McCrea presented an update on the Washington County Sheriff's Office. Chief Deputy McCrea stated the Sheriff's Office

provides countywide services to more than 614,000 community members, including jail operations, patrol services, emergency communications support, specialty response teams, and countywide law enforcement coordination. Sheriff Massey spoke about the countywide public safety system and stated the Sheriff's Office provides critical infrastructure supporting public safety throughout Washington County. She stated those services include countywide coordination, training and readiness, technology investments, and flexible response capabilities that support partner law enforcement agencies.

Chief Deputy McCrea reviewed specialty teams operated through the Sheriff's Office, stating they are designed to increase the likelihood of peaceful resolutions, safely respond to complex incidents, provide specialized investigative expertise, and support law enforcement agencies throughout the county. Specialty teams include the Air Support Unit, Crash Analysis Reconstruction Team, Criminal Apprehension Team, Crisis Negotiations Unit, K9 Unit, Marine Patrol, Mental Health Response Team, and Mobile Field Force Response Team. Sheriff Massey discussed how the Sheriff's Office is leveraging technology, including implementation of a Drone as First Responder pilot program and exploration of artificial intelligence assisted report writing.

Sheriff Massey reviewed operations at the Washington County Jail, noting it is the only jail facility serving all law enforcement agencies within the county. She stated the jail provides booking, housing, stabilization, and behavioral health related services. Sheriff Massey stated infrastructure repairs and improvements are nearing completion, including installation of jump barriers, reopening Pod One for detoxification and stabilization services, and expanded jail investigations and human trafficking training. She stated the jail facility is now 28 years old and long-term planning efforts are underway to maintain safe operational capacity. Those efforts include a jail capacity study and evaluation of future expansion needs.

Sheriff Massey stated voters approved the public safety levy in November 2025, demonstrating strong community support for public safety services. She stated levy funding supports jail operations, the Mental Health Response Team, criminal investigations, and additional law enforcement resources. Sheriff Massey thanked the City for its continued collaboration and partnership with the Sheriff's Office.

Councilor Hillier asked for additional information regarding the Drone as First Responder pilot program. Sheriff Massey stated one of the primary benefits is reducing the need for Code 3 emergency responses and minimizing risks associated with emergency vehicle travel through the community.

Councilor Hillier asked whether the drones record video footage. Sheriff Massey stated the drones do not continuously record and are equipped with lights so they can be identified as law enforcement drones.

Councilor Reyes asked which agencies in Oregon currently participate in similar drone programs. Sheriff Massey stated the Gresham Police Department currently operates a Drone as First Responder program.

Councilor Reyes asked about costs associated with the program. Sheriff Massey discussed equipment and operational costs associated with implementing and maintaining the technology.

Councilor Reyes asked about funding support for the program. Sheriff Massey stated the public safety levy helps support investments in programs such as the drone initiative.

Council President Pratt stated she appreciated efforts to provide inmates with skills and services that can support successful reentry following incarceration.

Council President Pratt asked how the Mental Health Response Team is utilized within the community. Sheriff Massey stated the team responds to incidents involving behavioral health crises and works alongside law enforcement and community partners to provide appropriate intervention and support.

Mayor Bubenik asked for an update on staffing and recruitment efforts. Sheriff Massey stated the Sheriff's Office is currently fully staffed and has received approval to overstaff in preparation for the full reopening of the jail in January 2027.

2. Outside Agency Grant Awardee- SMART Reading

Outside Agency Grant Awardee SMART Reading Senior Development Officer Sharon Benson and Lead Volunteer Becky Bard presented information regarding the organization. Ms. Benson stated SMART Reading is Oregon's largest nonprofit organization dedicated to children's literacy. She stated the organization works to build strong literacy foundations by providing reading support and books to children to help them build personal home libraries. Ms. Benson noted the organization operates efficiently with a lean staffing structure and stated the program has demonstrated positive impacts on early childhood literacy and reading development.

Lead Volunteer Becky Bard shared information regarding the SMART Reading program at Tualatin Elementary School. She stated the program currently serves three kindergarten classrooms, reaching 63 kindergarten students. She noted students participating in the program have collectively taken home 653 new books and each student will receive approximately 13 books by the end of the school year. Ms. Bard stated the organization prioritizes inclusivity and offers a wide variety of culturally responsive and age-appropriate reading materials.

Councilor Hillier stated she appreciates the intergenerational connections created through the program and thanked the organization for its work supporting students and literacy.

Councilor Reyes asked how many Tualatin students are currently served through the program. Ms. Bard stated the program serves 63 kindergarten students across three classrooms at Tualatin Elementary School.

Mayor Bubenik thanked the organization and volunteers for their continued service to the community.

3. Tualatin Planning Commission 2025 Annual Report

Planning Commission Chair Janelle Thompson and Planning Manager Teresa Montalvo presented the Planning Commission Annual Report. Chair Thompson stated the role of the Planning Commission is to advise the City Council on land use planning matters, development regulations, long-range planning efforts, and implementation of the Tualatin Development Code. She stated the Commission met seven times during 2025.

Chair Thompson reviewed major projects and actions considered by the Commission during the year, including recommendations related to the Transportation System Plan, Climate Friendly and Equitable Communities Walkable Design Standards, Industrial Master Plan review and amendments, and several Conditional Use Permit applications. She stated Commission members also participated in the Board and Committee Summit and received staff updates regarding code amendments intended to comply with state requirements for clear and objective housing standards. Chair Thompson stated future work items for the Commission include continued review of development code amendments, long-range planning projects, transportation related planning efforts, and other land use applications and policy updates.

Council President Pratt stated she recognizes the significant time, effort, and thoughtfulness required to serve on the Commission and expressed appreciation for the members' work.

Mayor Bubenik echoed Council President Pratt's comments and thanked the Commission for its continued service to the community.

General Business

1. Consideration of Resolution #5955-26 Authorizing the City Manager to Execute an Intergovernmental Agreement with Clean Water Services for Recycled Water

Management Analyst Lindsay Marshall and Clean Water Services Representative Jared Kinnear presented information regarding the Purple Pipe Intergovernmental Agreement. Analyst Marshall stated the Purple Pipe Project is part of the City's Water Management and Conservation Plan discussions and represents one of several tools available to support water conservation efforts. She explained that the Water Management and Conservation Plan is required under the City's contract with the Portland Water Bureau and includes conservation measures the City has committed to exploring. She stated one enhanced conservation strategy is increasing opportunities for reuse and recycling of non-potable water sources.

Analyst Marshall explained Tualatin currently uses potable water for irrigation at some facilities and stated utilizing recycled water through the purple pipe system would provide a more cost-effective water source for irrigation purposes. She stated the project supports goals identified in the City's Climate Action Plan, Council priorities, and enhanced conservation measures within the Water Management and Conservation Plan.

Mr. Kinnear stated Clean Water Services provides recycled water that is safe, reliable, and sustainable. He stated the program currently produces approximately one million gallons of recycled water per day and noted the system continues to expand into local communities. Mr. Kinnear stated benefits of the recycled water system include watershed protection, more efficient use of potable water supplies, temperature compliance within waterways, long-term cost savings, restoration of natural areas, climate resiliency, and habitat protection.

Analyst Marshall presented a map showing the existing recycled water infrastructure and potential future expansion areas. She reviewed the projected cost savings associated with the program, stating the estimated five-year savings are approximately \$17,367, representing an estimated 80% savings compared to potable water use. Analyst Marshall stated the proposed intergovernmental agreement would allow Clean Water Services to construct, connect, and maintain recycled water infrastructure serving the northeast section of Tualatin Community Park.

Councilor Gonzalez asked how the recycled water system could potentially benefit homeowners in the future. Mr. Kinnear stated Clean Water Services is continuing to evaluate approaches for residential service and is currently focused on working with developers to install infrastructure within new developments. He stated the agency has developed evaluation tools to determine which projects are best suited for recycled water infrastructure.

Council President Pratt asked how much of Tualatin Community Park would be served through the proposed project. Analyst Marshall explained the anticipated service coverage area within the park.

Council President Pratt asked what would be required to expand the system to additional areas. Mr. Kinnear stated expansion efforts are currently impacted by railroad crossing permitting requirements associated with pipeline construction.

Council President Pratt asked about additional benefits associated with reducing potable water treatment demands. Mr. Kinnear stated the system also provides savings related to chemical usage and energy consumption associated with potable water treatment.

Councilor Hillier asked whether warning signage is required to prevent accidental ingestion of recycled water. Mr. Kinnear stated signage and public notices are posted in areas utilizing recycled water.

Councilor Reyes asked when recycled water service is anticipated to begin. Mr. Kinnear stated Clean Water Services is currently working with railroad companies on permitting approvals and estimated service could begin by summer 2028.

Motion to adopt Resolution No. 5955-26 authorizing the City Manager to execute an Intergovernmental Agreement with Clean Water Services for recycled water made by Council President Pratt, seconded by Councilor Hillier.

Voting Yea: Mayor Bubenik, Council President Pratt, Councilor Reyes, Councilor Hillier, Councilor Sacco, and Councilor Gonzalez.

MOTION PASSED

Council Communications

City Manager Sherilyn Lombos presented the Manager's Report. She stated the previous week was Public Service Recognition Week and the City held events throughout the week to recognize and celebrate City employees. She announced Blender Dash registration is open and the event will take place on June 6th. She stated Summer Camp registration is currently full. Manager Lombos reported renovations at the Juanita Pohl Center are progressing and a reopening announcement will be made soon. She stated the Nyberg Trail project is nearing completion and a ribbon cutting ceremony will be announced in the near future. She reported construction has begun on the Linear Park project within the Basalt Creek area. She stated the Sweek Pond pedestrian bridge is closed for approximately two weeks for replacement work. Manager Lombos announced applications are open for the Science and Technology Scholarship program. She stated Big Truck Day is scheduled for May 22nd, 10:00 a.m., at Tualatin Community Park. She also noted that the Click It or Ticket traffic safety enforcement campaign will take place May 18th through May 31st.

Councilor Gonzalez recognized Buea Phifer for being selected to place a wreath at the Tomb of the Unknown Soldier and congratulated him on receiving the honor.

Councilor Sacco stated she attended the Metro C4 meeting and the Downtown Revitalization Community Advisory Committee meeting.

Councilor Hillier stated she attended the Ibach CIO meeting.

Councilor Reyes stated she attended the Parque Las Casitas grand opening. She also announced a blood drive will be held May 14th at the Tualatin Police Department.

Council President Pratt stated she attended the Westside Economic Development Alliance meeting, the Stafford Hamlet candidate forum, the East CIO meeting, the Downtown Revitalization Community Advisory Committee meeting, and the East Washington County Democrats meeting.

Mayor Bubenik stated he attended the Washington County Chair candidate forum, the Greater Portland Education District Board meeting, the ribbon cutting for Party City inside Staples, the Parque Las Casitas ribbon cutting and grand opening, the R1ACT meeting, the Downtown Revitalization Community Advisory Committee meeting, and the Aging Task Force meeting.

Mayor Bubenik reminded the community about the upcoming State of the City event.

Adjournment

Mayor Bubenik adjourned the meeting at 8:46 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: May 26, 2026

SUBJECT:
Consideration of Approval of a New Liquor License Application for La Sen Vietnamese Grill

RECOMMENDATION:
Staff respectfully recommends the Council approve endorsement of the liquor license application for La Sen Vietnamese Grill

EXECUTIVE SUMMARY:
La Sen Vietnamese Grill has submitted a liquor license application under the category of limited on-premises. This would permit them to sell factory-sealed malt beverages, wine, and cider at retail to individuals in Oregon for consumption on the license premises. The business is located at 7628 SW Nyberg St. The application is in accordance with provisions of Ordinance No. 680-85 which establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

FINANCIAL IMPLICATIONS:
A fee has been paid by the applicant.

ATTACHMENTS:

- Application
- Vicinity Map



CITY OF TUALATIN

LIQUOR LICENSE APPLICATION

Return Completed form to:
City of Tualatin
Attn: Finance
18880 SW Martinazzi Ave
Tualatin, OR 97062

Date 04/30/2026

IMPORTANT: This is a three-page form. You are required to complete all sections of the form.
If a question does not apply, please indicate N/A. Please include full names (last, first middle) and full dates of birth (month/day/year). Incomplete forms shall receive an unfavorable recommendation.
Thank you for your assistance and cooperation.

SECTION 1: TYPE OF APPLICATION

- Original (New) Application - \$100.00 Application Fee.
- Change in Previous Application - \$75.00 Application Fee.
- Renewal of Previous License - \$35.00 Application Fee. Applicant must possess current business license. License # _____
- Temporary License - \$35.00 Application Fee.

SECTION 2: DESCRIPTION OF BUSINESS

Name of business (dba): La Sen Vietnamese Grill

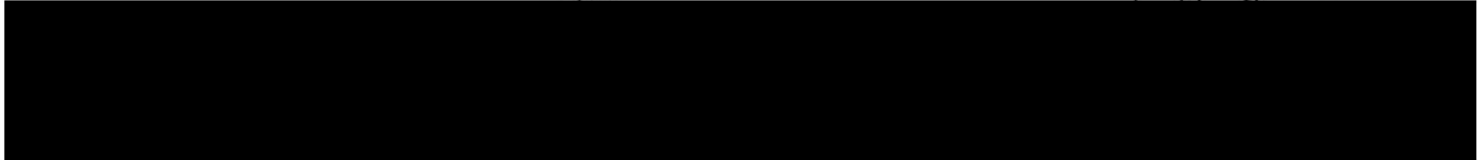
Business address 7628 SW Nyberg St City Tualatin State OR Zip Code 97062

Mailing address 9572 SE Bitten Way City Happy Valley State OR Zip Code 97086

Telephone # 503 750 9976 Fax # _____

Email nguyenbichchi@yahoo.com

Name(s) of business manager(s) First Chi Middle _____ Last Nguyen



Type of business Restaurant

Type of food served Vietnamese

Type of entertainment (dancing, live music, exotic dancers, etc.) recorded music, spotify

Days and hours of operation M-Sat - 11:00AM-9:00PM

Food service hours: Breakfast _____ Lunch X Dinner Y

Restaurant seating capacity 30 Outside or patio seating capacity 14

How late will you have outside seating? 8:30 PM How late will you sell alcohol? 8:30 PM

How many full-time employees do you have? 2 Part-time employees? 5

SECTION 3: DESCRIPTION OF LIQUOR LICENSE

Name of Individual, Partnership, Corporation, LLC, or Other applicants La Zen Nyberg LLC

Type of liquor license (refer to OLCC form) Limited On premises sale

Form of entity holding license (check one and answer all related applicable questions):

INDIVIDUAL: If this box is checked, provide full name, date of birth, and residence address.
Full name _____ Date of birth _____
Residence address _____

PARTNERSHIP: If this box is checked, provide full name, date of birth and residence address for each partner. If more than two partners exist, use additional pages. If partners are not individuals, also provide for each partner a description of the partner's legal form and the information required by the section corresponding to the partner's form.
Full name _____ Date of birth _____
Residence address _____
Full name _____ Date of birth _____
Residence address _____

CORPORATION: If this box is checked, complete (a) through (c).
(a) Name and business address of registered agent.
Full name _____
Business address _____

(b) Does any shareholder own more than 50% of the outstanding shares of the corporation? If yes, provide the shareholder's full name, date of birth, and residence address.
Full name _____ Date of birth _____
Residence address _____

(c) Are there more than 35 shareholders of this corporation? Yes No. If 35 or fewer shareholders, identify the corporation's president, treasurer, and secretary by full name, date of birth, and residence address.
Full name of president: _____ Date of birth: _____
Residence address: _____
Full name of treasurer: _____ Date of birth: _____
Residence address: _____
Full name of secretary: _____ Date of birth: _____
Residence address: _____

LIMITED LIABILITY COMPANY: If this box is checked, provide full name, date of birth, and residence address of each member. If there are more than two members, use additional pages to complete this question. If members are not individuals, also provide for each member a description of the member's legal form and the information required by the section corresponding to the member's form.

Full name: Richie M. Duvon _____

Full name: _____ Date of birth: _____

Residence address: _____

OTHER: *If this box is checked, use a separate page to describe the entity, and identify with reasonable particularity every entity with an interest in the liquor license.*

SECTION 4: APPLICANT SIGNATURE

A false answer or omission of any requested information on any page of this form shall result in an unfavorable recommendation.

Signature of Applicant _____ Date 04/30/2026

For City Use Only

Sources Checked:

- DMV by JG LEDS by JG TuPD Records by JG
- Public Records by JG

- Number of alcohol-related incidents during past year for location.
- Number of Tualatin arrest/suspect contacts for _____

It is recommended that this application be:

- Granted**
- Denied**
Cause of unfavorable recommendation: _____

Signature _____ Date 5/6/26

Greg Pickering
Chief of Police
Tualatin Police Department



La Sen Vietnamese Grill

Attachment A
Vicinity Map

OREGON LIQUOR CONTROL COMMISSION

LICENSE TYPES

FULL ON-PREMISES SALES

- **Commercial Establishment**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location (*this is the license that most "full-service" restaurants obtain*). Sell malt beverages for off-site consumption in securely covered containers provided by the customer. Food service required. Must purchase distilled liquor **only** from an Oregon liquor store, or from another Full On- Premises Sales licensee who has purchased the distilled liquor from an Oregon liquor store.
- **Caterer**
Allows the sale of distilled spirits, malt beverages, wine, and cider by the drink to individuals at off-site catered events. Food service required.
- **Passenger Carrier**
An airline, railroad, or tour boat may sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the licensed premises. Food service required.
- **Other Public Location**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location, where the predominant activity is not eating or drinking (for example an auditorium; music, dance, or performing arts facility; banquet or special event facility; lodging fairground; sports stadium; art gallery; or a convention, exhibition, or community center). Food service required.
- **Private Club**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location, but only for members and guests. Food service required.

LIMITED ON-PREMISES SALES

Sell and serve malt beverages, wine, and cider for onsite consumption. Allows the sale of malt beverages in containers (kegs) for off-site consumption. Sell malt beverages for off-site consumption in securely covered containers provided by the customer.

OFF-PREMISES SALES

Sell factory-sealed containers of malt beverages, wine, and cider at retail to individuals in Oregon for consumption off the licensed premises. Eligible to provide sample tastings of malt beverages, wine, and cider for consumption on the premises. Eligible to ship manufacturer-sealed containers of malt beverages, wine, or cider directly to an Oregon resident.

BREWERY PUBLIC HOUSE

Make and sell malt beverages. Import malt beverages into and export from Oregon. Distribute malt beverages directly to retail and wholesale licensees in Oregon. Sell malt beverages made at the business to individuals for consumption on or off-site.

WINERY

Must principally produce wine or cider in Oregon. Manufacture, store, and export wine and cider. Import wine or cider *If bottled, the brand of wine or cider must be owned by the licensee*. Sell wine and cider to wholesale and retail licensees in Oregon. Sell malt beverages, wine, and cider to individuals in Oregon for consumption on or off-site.



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Mike McCarthy, City Engineer
Lauren Irving, Engineering Associate

DATE: May 26, 2026

SUBJECT:
Consideration of Resolution No.5957-26 for No Parking Sign on SW Wampanoag Drive.

RECOMMENDATION:
Staff recommends Council adopt the attached resolution.

EXECUTIVE SUMMARY:

SW Wampanoag Dr currently has a 'No Parking' zone on the west side of the street from SW Sagert St to SW 69th Ave. Staff have received complaints from neighbors about vehicles parked along the west side of Wampanoag Dr south of 69th Ave obscuring sight distance for drivers pulling out from 69th Ave onto Wampanoag Dr. The curvature of Wampanoag Dr also makes it more difficult for drivers pulling out from 69th St to see to the south on Wampanoag Dr. Extending the existing 'No Parking' zone south of the intersection would make conditions safer for drivers, residents, and pedestrians.

To keep vehicles from parking in the 69th / Wampanoag sight distance triangle, staff proposes to extend the existing 'No Parking' zone along Wampanoag Dr south to a newly installed 'No Parking' sign about 50 feet south of 69th Ave.

The attached resolution formally authorizes extension of this 'No Parking' zone via installation of a new 'No Parking' sign and updates Tualatin Municipal Code 8-3-220 Schedule B.

OUTCOMES OF DECISION:

Approval of the attached resolution would authorize this 'No Parking' sign modification on SW Wampanoag Drive.

ALTERNATIVES TO RECOMMENDATION:

Council could choose not to authorize these 'No Parking' modification, in which case, staff would revisit the street designs to determine if other options are available.

FINANCIAL IMPLICATIONS:

The cost to add a 'No Parking' sign is approximately \$125. Funding is available from the road operating fund.

ATTACHMENTS:

- Resolution No. 5957-26
- SW Wampanoag Drive Schematic

RESOLUTION NO. 5957-26

A RESOLUTION APPROVING A NEW NO PARKING SIGN INSTALLATION AT SW WAMPANOAG DRIVE.

WHEREAS, pursuant to Tualatin Municipal Code 8-3-220, the City Council exercises all municipal traffic authority for the City by resolution; and

WHEREAS, the installation of a no parking sign is needed at a certain location; and

WHEREAS, Council finds installation, of the no parking sign is in the public interest and enhances public safety.

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

Section 1. "Schedule B" in Tualatin Municipal Code Chapter 8-03 is amended as follows:

Line (95) is revised to 'West side of SW Wampanoag Drive from SW Sagert Street to 50' feet south of 69th Avenue

Section 2. The City Manager or the Manager's designee is hereby authorized to implement the provisions of this resolution by maintaining the appropriate signs at the locations established in Section 1.

Section 5. Except to the extent modified by this resolution, "Schedule B" in Tualatin Municipal Code Chapter 8-03 remains in full force and effect.

Section 6. This resolution is effective upon adoption.

INTRODUCED and ADOPTED by the City Council this 26TH day of May 2026.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:


BY _____
City Attorney

BY _____
City Recorder

SW Wampanoag Dr (No Parking Sign Change)

- Add 'No Parking' [right arrow] sign at the SW corner of SW Wampanoag Dr & SW 69th St



LEGEND	
	New sign to be installed (R7-1) [right arrow]



R7-1



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Mike McCarthy, City Engineer
Lauren Irving, Engineering Associate

DATE: May 26, 2026

SUBJECT:

Consideration of Resolution No. 5958-26 Concurring With The Vacation By Washington County Of A Portion Of A Public Easement In The City Of Tualatin

RECOMMENDATION:

Staff recommends Council adopt the attached resolution.

EXECUTIVE SUMMARY:

The Board of Commissioners has approved the vacation of an easement on Tualatin Sherwood Road. The easement is located on the south portion of 10450 SW Manhasset Drive. Which is in the southwest one-quarter of Section 23, T2S, R1W, Willamette Meridian, city of Tualatin, Washington County, Oregon

The easement is proposed to be vacated due to the construction of a retaining wall within the easement. A vacation petition was signed by 100% of the abutting property owners.

To complete the vacation the City must concur with this action.

OUTCOMES OF DECISION:

Approval of the attached resolution would deem the city concurs with Washington County vacating an easement on Tualatin Sherwood Road and handing ownership to Shocat.

ALTERNATIVES TO RECOMMENDATION:

Council could choose not to authorize this, in which case, staff would revisit to determine if other options are available.

FINANCIAL IMPLICATIONS:

There are no financial implications.

ATTACHMENTS:

- Resolution No. 5958-26
- Document 2025-006303 from Washington County

RESOLUTION NO. 5958-26

A RESOLUTION CONCURRING WITH THE VACATION BY WASHINGTON COUNTY OF A PORTION OF A PUBLIC SLOPE EASEMENT IN THE CITY OF TUALATIN.

WHEREAS, ORS 368.361(3) permits intergovernmental vacation proceedings whereby a county governing body may vacate property that is under the jurisdiction of the county and that is entirely within the limits of a city, if that city, by resolution or order, concurs in the findings of the county governing body in the vacation proceedings; and

WHEREAS, Shocat, Inc. has petitioned Washington County to vacate a portion of the public slope easement described and depicted in the exhibit attached hereto; and

WHEREAS, that portion of the public slope easement proposed to be vacated falls under Washington County jurisdiction and is entirely within the limits of the City of Tualatin; and

WHEREAS, on February 4, 2025, the Washington County Board of Commissioners adopted Resolution and Order No. 25-9, Vacation No. 581, supported by findings, that the proposed partial vacation will be in the public interest and the portion that the portion of the public slope easement to be vacated is not necessary for future road construction.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that: City Council does hereby concur with the findings of the Board of Commissioners in Washington County Resolution and Order No. 25-9.

INTRODUCED and ADOPTED by the City Council this 26TH day of May 2026.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

After recording, please return to:
Washington County Surveyor's Office
1400 SW Walnut Street, MS-17
Hillsboro, Oregon 97123

Washington County, Oregon **2025-006303**

02/11/2025 11:04:36 AM

D-VAC Cnt=1 Str=31 RECORDS1

\$45.00 \$5.00 \$11.00 \$60.00 - Total =\$121.00



03052033202500063030090097

I, Joe Nelson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.



Joe Nelson, Director of Assessment and Taxation, Ex-Officio County Clerk



AGENDA ITEM

WASHINGTON COUNTY BOARD OF COMMISSIONERS

Reference No: **RO 25-9**

Meeting Date: February 04, 2025

Status: **APPROVED**

Agenda Category: CONSENT AGENDA

CPO: 5

Department(s): Land Use & Transportation

Presented by: Stephen Roberts, Director of Land Use & Transportation

Agenda Title: **Vacation of Portions of Public Slope Easements, Vacation No. 581**

REQUESTED ACTION:

Vacate the portions of public slope easements described in the attached Vacation Report, and request that the City Council of the City of Tualatin resolve or order concurrence with this vacation (No. 581) pursuant to ORS 368.361(3).

SUMMARY:

A petition was received by the Board to vacate a portion of the public slope easement granted in Deed Document number 2023-043644, Washington County Book of Records, and a portion of the public slope easement granted in State of Oregon Circuit Court Case number 22CV15049, both being situated in the southwest one-quarter of Section 23, T2S, R1W, Willamette Meridian, City of Tualatin, Washington County, Oregon, and as described and shown in the attached Vacation Report.

Due to the construction of a retaining wall, the existing public slope easements proposed to be vacated are no longer needed by the public. There will be no adverse impacts to the public or to the abutting properties.

The vacation petition was signed by 100% of the abutting property owners. Staff has reviewed this request and has determined that the portions of public slope easements proposed to be vacated are no longer necessary for public use. The proposed vacation is in the public interest.

A Resolution and Order has been prepared granting the requested vacation and, when executed, will complete Washington County's portion of the vacation proceedings. These easements are within the limits of the City of Tualatin (City). Pursuant to ORS 368.361(3), the City, by resolution and order, must concur in the findings of the county governing body to complete the vacation proceedings.

ADDITIONAL INFORMATION:

Community Feedback (Known Support/Opposition):

None known at this time

Legal History/Prior Board Action:

None

Budget Impacts:

None

ATTACHMENTS:

[Resolution and Order 25-9 - Vacation No. 581](#)

[Vacation No. 581 - Exs. A-B: Legal Description](#)

Approved by the
Washington County Board of Commissioners
also serving as the governing body of Clean Water Services and all other County Districts



Kevin Moss, Board Clerk

February 4, 2025

Date Signed

RO 25-9

IN THE BOARD OF COUNTY COMMISSIONERS

FOR WASHINGTON COUNTY, OREGON

In the Matter of the Vacation of Portions)	RESOLUTION AND ORDER
of Public Slope Easements, in the)	No. <u>25-9</u>
Southwest One-Quarter of Section 23, T2S,)	VACATION NO. 581
R1W, W.M., Washington County, Oregon)	

The above entitled matter having come regularly before the Board at its meeting February 4, 2025; and

It appearing to the Board that Shocat, Inc., an Oregon Corporation, the property owner, has filed a petition to vacate portions of public slope easements lying in the southwest One-quarter of Section 23, T2S, R1W, W.M., Washington County, Oregon, as described in Exhibit A and shown on Exhibit B of the attached Vacation Report. The petition was signed by the owners of 100% of the property abutting the public easements to be vacated, pursuant to ORS 368.351; and

It appearing to the Board that said petition did describe the public easements to be vacated, the names of the parties to be particularly affected thereby, and set forth the particular circumstances of the case; and

It appearing to the Board that the public easements, proposed to be vacated, are under the jurisdiction of Washington County and entirely within the corporate limits of the City of Tualatin, Oregon; and

It appearing to the Board that the public easements, proposed to be vacated, are no longer needed for the use of the public; and

It appearing to the Board that the County Road Official did examine the area proposed to be vacated, and hereby submits to the Board the Vacation Report attached hereto, and by this

1 reference made a part hereof, in accordance with ORS 368.351(1); it is therefore

2 RESOLVED AND ORDERED that the portions of public slope easements, proposed to be
3 vacated and more particularly described in Exhibit A and shown in Exhibit B of the attached
4 Vacation Report, are hereby vacated as it is in the public interest. This vacation shall become
5 final upon the recording of a formal concurrence of the City of Tualatin by either resolution or
6 order pursuant to ORS 368.361(3); and it is further

7 RESOLVED AND ORDERED that the County Surveyor of Washington County, Oregon, be
8 and hereby is authorized and directed to have this order of vacation and the resolution or order
9 of the City of Tualatin recorded in the records of Washington County, Oregon, and cause copies
10 of this order to be filed with the Director of Assessment and Taxation and the County Surveyor's
11 Office in accordance with ORS 368.356(3); and it is further

12 RESOLVED AND ORDERED that the County Surveyor of Washington County, Oregon, be and
13 hereby is authorized and directed to mark the vacated easements on the plats and records of
14 Washington County, Oregon.

15 DATED this 4th day of February, 2025.

16
17 BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON

18 
19 _____
CHAIR KATHRYN HARRINGTON

20 
21 _____
RECORDING SECRETARY



EXHIBIT "A"

SW Tualatin-Sherwood Road
SW Langer Farms Parkway to SW Teton Avenue
October 31, 2024

Project 100361
File No. 63 & 65
Tax Map 2S123CC
Tax Lot 00600 & 00700

PARCEL 1 (VACATION OF PERMANENT SLOPE EASEMENT)

A parcel of land lying in Lot 2 and Lot 3, PREMIER INDUSTRIAL PARK, City of Tualatin, Washington County, Oregon, and being a portion of an existing slope easement recorded October 19, 2023 as Document Number 2023-043644 of Washington County Records, and a portion of an existing slope easement per State of Oregon Circuit Court Case No. 22CV15049; said parcel being that portion of said easements lying Northwesterly of a strip of land 65.00 feet in width, lying on the Northwesterly side of the centerline of SW Tualatin-Sherwood Road between Engineer's centerline station 192+19.00 and 192+31.00, which centerline is described as follows:

CENTERLINE DESCRIPTION OF A PORTION OF SW TUALATIN-SHERWOOD ROAD

A road centerline situated in the Northeast, Southeast, Northwest, and Southwest one-quarters of Section 29, the Northeast, Northwest, and Southwest one-quarters of Section 28, the Northeast and Northwest one-quarters of Section 27, the Southeast one-quarter of Section 22, and the Southwest one-quarter of Section 23, all in Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being more particularly described as follows:

Beginning at a point on the centerline of SW Tualatin-Sherwood Road (County Road No. 2737), being a punch mark in the rim of a monument box, at centerline station 43+17.71, and being a point of tangency, which bears South 08°28'04" West a distance of 2661.43 feet from a found 2 inch brass cap, stamped "1988, 20/29, 2S1, Wash. Co. Surveyor", in monument box, at the North one-quarter corner of Section 29, per USBT Book 5, Pages 143-147, Washington County Survey Records; thence South 86°30'30" East a distance of 639.11 feet to a point of curvature at centerline station 49+56.82, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the left, through a central angle of 03°20'07" (the long chord of which bears South 88°10'34" East 232.82 feet) an arc distance of 232.86 feet to a point of tangency at centerline station 51+89.68, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence South 89°50'37" East a distance of 2031.24 feet to a point of curvature at centerline station 72+20.92, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a



4000.00 foot radius curve to the right, through a central angle of $01^{\circ}05'30''$ (the long chord of which bears South $89^{\circ}17'52''$ East 76.21 feet) an arc distance of 76.21 feet to a point of tangency at centerline station 72+97.13, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box, also which bears North $19^{\circ}19'46''$ East a distance of 15.36 feet from a found 2 inch brass cap, stamped "T2S, R1W, 29/28, 1992, WASH. CO. SURVEYOR", in monument box, at the East one-quarter corner of Section 29, per USBT Book 7, Page 21, Washington County Survey Records; thence South $88^{\circ}45'08''$ East a distance of 1251.95 feet to a point of curvature at centerline station 85+49.08, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the left, through a central angle of $07^{\circ}33'27''$ (the long chord of which bears North $87^{\circ}28'09''$ East 527.24 feet) an arc distance of 527.62 feet to a point of tangency at centerline station 90+76.70, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence North $83^{\circ}41'25''$ East a distance of 4734.13 feet to a point of curvature at centerline station 138+10.83, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the left, through a central angle of $29^{\circ}28'00''$ (the long chord of which bears North $68^{\circ}57'25''$ East 2034.56 feet) an arc distance of 2057.16 feet to a point of tangency at centerline station 158+67.99, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence North $54^{\circ}13'25''$ East a distance of 3139.10 feet to a point of curvature at centerline station 190+07.09, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 1700.00 foot radius curve to the right, through a central angle of $32^{\circ}26'33''$ (the long chord of which bears North $70^{\circ}26'42''$ East 949.78 feet) an arc distance of 962.58 feet to a point of tangency at centerline station 199+69.67, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence North $86^{\circ}39'58''$ East a distance of 328.52 feet to a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific", in monument box, at centerline station 202+98.19, which bears North $45^{\circ}21'30''$ West a distance of 1563.57 feet from a found 2 inch brass cap, stamped "1/4, 23/26, T2S, R1W, 2005, Wash. Co. Surveyor", in monument box, at the South one-quarter corner of Section 23, per USBT 2005-001, Washington County Survey Records.

This parcel of land contains 138 square feet, more or less.

The bearings of this description were established on Record of Survey No. 33760, Washington County Survey Records.

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Digitally Signed

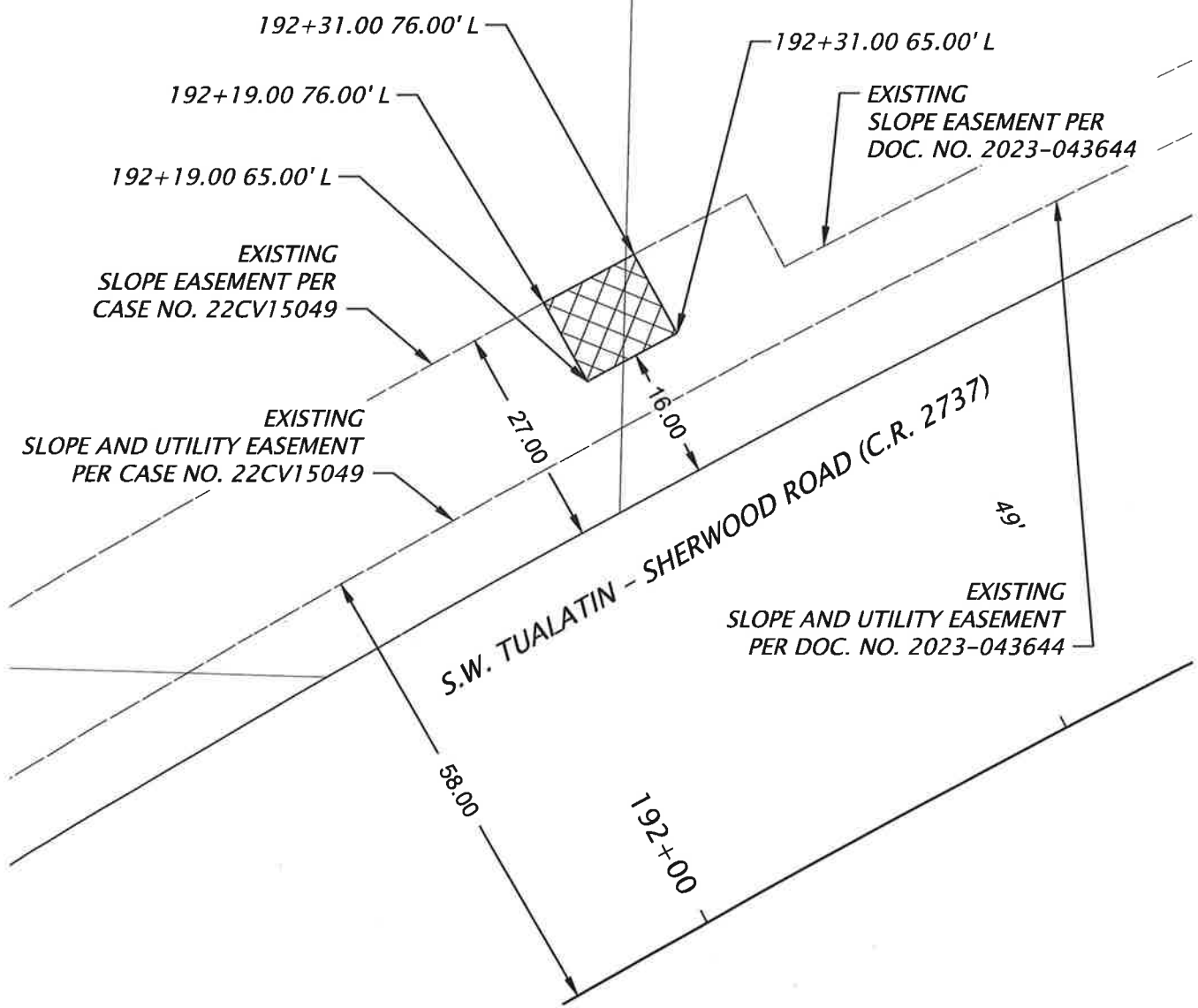
OREGON
MARCH 12, 2019
GORDON M. WILSON
93485

RENEWS: 6/30/2026



FILE 63
TL 2S123CC00700

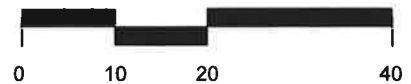
FILE 65
TL 2S123CC00600



LEGEND :



VACATION OF PERMANENT SLOPE EASEMENT
138 SQ. FT.±



SW TUALATIN-SHERWOOD ROAD
SW LANGER FARMS PARKWAY TO SW TETON AVENUE

FILE NO:	63 & 65	SUBMITTAL DATE:	OCT. 31, 2024	REV'D:
TAX LOT:	00700 & 00600	ADDRESS:	10450 SW MANHASSET DRIVE	
TAX MAP:	2S123CC			



**DAVID EVANS
AND ASSOCIATES INC.**
2100 S. River Parkway, Suite 100
Portland, OR 97201
Phone: 503.223.6663



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Dustin Schull, Parks & Recreation Director
Tom Steiger, Parks Maintenance Manager

DATE: May 26, 2026

SUBJECT:

Consideration of Resolution No. 5959-26 Awarding and Authorizing the City Manager to Execute an Agreement with Diversified Abilities for Landscape Maintenance Services

EXECUTIVE SUMMARY:

The attached Resolution would authorize Diversified Abilities to provide landscape maintenance services at designated City sites from July 1, 2026 through June 30, 2027, in an amount not to exceed \$334,334.34. Diversified Abilities is an Oregon Forward contractor, formerly known as a Qualified Rehabilitation Facility. Because the services are being procured through the Oregon Forward program, a competitive solicitation was not required. Pricing for the services has been reviewed by the Oregon Department of Administrative Services. Diversified Abilities has provided satisfactory landscape maintenance services to the City for more than 20 years.

OUTCOME OF DECISION:

Approval of the resolution will authorize the City Manager to execute an Agreement with Diversified Abilities for landscape maintenance services at designated City sites.

FINANCIAL IMPLICATIONS:

Funds for this Agreement are available from the General Fund.

RECOMMENDATION

Staff recommends that Council approve the resolution awarding and authorizing the City Manager to execute an Agreement with Diversified Abilities for landscape maintenance services.

ATTACHMENTS:

- Resolution No. 5959-26 Awarding and Authorizing an Agreement

RESOLUTION NO. 5959-26

A RESOLUTION AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH DIVERSIFIED ABILITIES FOR LANDSCAPE MAINTENANCE SERVICES

WHEREAS, the City desires to obtain landscape maintenance services for designated City sites; and

WHEREAS, Diversified Abilities is an Oregon Forward contractor and state law authorizes the City to procure these services through the Oregon Forward program without a competitive solicitation; and

WHEREAS, Diversified Abilities has provided satisfactory landscape maintenance services to the City for more than 20 years; and

WHEREAS, the Oregon Department of Administrative Services has reviewed pricing for the services; and

WHEREAS, funds are budgeted and available in the General Fund.

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

Section 1. Diversified Abilities is hereby awarded a contract for landscape maintenance services.

Section 2. The City Manager is authorized to execute an agreement with Diversified Abilities in an amount not to exceed \$334,334.34 for services from July 1, 2026 through June 30, 2027.

Section 3. The City Manager, or the City Manager's designee, is authorized to execute Change Orders totaling up to 10% of the original contract amount.

Section 4. This resolution is effective upon adoption.

Adopted by the City Council this 26th day of May, 2026.

ATTEST:

CITY OF TUALATIN, OREGON

BY _____
City Recorder

BY _____
Mayor



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Lindsay Marshall, Management Analyst, Public Works

DATE: May 26, 2026

SUBJECT:
Tualatin High School Design Core - InPipe + BHCP Planting Project

EXECUTIVE SUMMARY:

Since 2022, Tualatin High School's freshman-level Design Core Class has aimed to foster an interdisciplinary and collaborative learning environment that promotes genuine curiosity, the confidence to create, and the initiative to lead to transformational change and connection in the community.

The City has been fortunate to collaborate several times with the Design Core class on community projects. This year, the Design Core class took up the challenge of designing a Backyard Habitat Certification Program (BHCP) qualified replanting of the SW corner of Tualatin City Services, where construction from the InPipe Micro Hydro Turbine damaged or destroyed the landscaping.

Student groups used the BHCP site report and native plant list to design the planted area to meet certification standards and then came on site to plant a portion of the area. Students will share their experience with City Council. This project supports:

- City Council 2026 Priority Items:
 - 1.4 - Encourage connection and interaction between City Committees and other groups (including the Community Involvement Organizations)
 - 5.3 - As part of Climate Action Plan implementation, raise awareness and visibility of the Backyard Habitat Program.
 - 5.6 - Explore expansion of sustainable maintenance practices on City facilities, parks, and managed lands
- City Council 2030 Vision
 - An environmentally active, sustainable, responsible, and forward-thinking community that values and protects our natural resources, inhabitants, and habitats
 - A connected, informed, and civically engaged community that embraces our City's diversity.
- Climate Action Plan
 - 1.3.5 - Increase sustainability of outdoor spaces.

ATTACHMENTS:

-Presentation: Tualatin High School Design Core - InPipe + BHCP Planting Project



CITY OF TUALATIN

Staff Report

TO: Honorable Mayor and Members of the City Council

FROM: Sherilyn Lombos, City Manager

DATE: May 26, 2026

SUBJECT:

Review of Library Cooperative Intergovernmental Agreements between the City of Tualatin and Washington County

Since November 2025, Washington County Cooperative Library Services and Partners have participated in a coordinated process to revise the two intergovernmental agreements between partner organizations and the County as part of Phase 3 of the Funding and Governance Evaluation Project. The main goals for Phase 3 were to define governance roles and responsibilities, determine a decision-making framework, and establish oversight and accountability mechanisms, as well as updating the language to reflect current practices and policies.

There are two agreements that are being updated that will come before the City Council (and the County Board of Commissioners) for approval:

1. *Cooperative Governance Agreement*: new perpetual governance agreement
2. *Cooperative Operating Agreement*: new five-year funding agreement, replaces the *Public Library Network, Services, and Funding Intergovernmental Agreement* that expires June 30, 2026.

The Tualatin City Council reviewed and provided feedback at their April 27, 2026 meeting. All of Tualatin's comments and feedback were conveyed back to the County and a revised set of documents have been presented (see attached). The City Attorney and City Manager will discuss Tualatin's comments and the revisions made. They will also discuss what is still under consideration and discussion.

ATTACHMENTS:

- Draft Cooperative Governance Agreement
- Draft Cooperative Operating Agreement

COOPERATIVE GOVERNANCE AGREEMENT

This Cooperative Governance 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 the Aloha Community Library Association, Cedar Mill Community Library Association and the Garden Home Community Library Association, hereinafter referred to as "Contractor(s)."

WITNESSETH

WHEREAS, Washington County has approved funding for county-wide library services including non-fee access by County residents to public libraries operated by Contractors; and

WHEREAS, a Cooperative Operating Agreement exists to define the method for distribution of those funds and the rights and responsibilities of WCCLS and Contractors in the provision of county-wide library services; 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, all Parties are desirous of providing residents of Washington County with access to public library services and Contractors are capable of providing such access and services; and

WHEREAS the participating jurisdictions now desire to enter into ~~another~~this Agreement to provide, among other things, an Executive Board and Library Leadership Group among the participating jurisdictions and assigning responsibilities thereto in order to serve as advisors to the County regarding the provision of county-wide library service;

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

1. DEFINITIONS. The following definitions shall be used in constructing the following phrases, terms and abbreviations in this Agreement:

1.1. Collective Decisions – Actions or recommendations that materially affect Cooperative governance, funding, or services.

1.2. Cooperative – The collective of WCCLS, participating Contractors, and governance bodies established under this agreement to provide county-wide library services.

1.3. Cooperative-wide – Refers to matters that affect the governance, operations, or coordination of the Cooperative and its participating library service providers, including WCCLS and Contractors.

1.4. County-wide – Refers to matters that affect or are intended to serve the entire population or geographic area of Washington County.

1.5. WCCLS (Washington County Cooperative Library Services) – A department of county government which exists to coordinate, contract for, and/or provide a full range of library and information services to all residents of the county.

1.6. WCCLS Executive Board – the Board established to advise the Board of County Commissioners and the WCCLS Manager on matters pertaining to the funding for Cooperative-wide library services, distribution of financial resources by WCCLS for the provision of Cooperative-wide public library services, and long-term governance and funding strategies.

1.7. 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 member library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware, or peripheral products provided to member libraries and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

1.8. WCCLS Library Leadership Group – the group (formerly Policy Group) established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of Cooperative-wide public library services, and to advise the WCCLS Manager.

2. TERM OF AGREEMENT. This Agreement shall be in effect from July 1, 2026, and shall remain in effect perpetually thereafter, until such time as this Agreement is wholly or partially terminated pursuant to Section 11 herein.

3. GOVERNING BODY. WCCLS shall continue to be governed by the Washington County Board of County Commissioners. A WCCLS Executive Board, described below, shall be involved by the Board of County Commissioners and the Cooperative Library Services Manager in matters pertaining to the funding for cooperative-wide library services, distribution

of financial resources by WCCLS for the provision of cooperative-wide public library services, and long-term governance and funding strategies.

A WCCLS Library Leadership Group, also described below, shall provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of cooperative-wide public library services, and to advise the WCCLS Manager.

4. WCCLS EXECUTIVE BOARD

4.1. MEMBERSHIP. The Executive Board shall consist of twelve (12) voting Board Members (“Members”) representing the twelve current Contracting library service providers. For the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, the Members shall be the City Manager of those jurisdictions or their designees. For the Aloha Community Library Association, the Cedar Mill Community Library Association, and the Garden Home Community Library Association, the Members shall be representatives designated by the Contractors’ governing boards.

4.2. NON-VOTING MEMBERS. The Washington County Administrator (or designee) and WCCLS Manager shall represent county-wide services and serve as Members of the Executive Board ~~in an ex-officio capacity~~ as non-voting members who participate in discussion. The Chair and Vice-Chair of the WCCLS Library Leadership Group shall also serve as Members of the Executive Board ~~in an ex-officio capacity~~ as non-voting members who participate in discussion. Non-voting members do not count towards quorum.

4.3. APPOINTMENTS TO THE WCCLS EXECUTIVE BOARD. Except as otherwise specified herein, appointments for all Contractors and the County are continuous, and Members shall serve at the pleasure of their appointing authorities.

4.4. ROLE OF THE EXECUTIVE BOARD. The Executive Board shall provide strategic leadership, oversight, and accountability for the Cooperative. Executive Board members serve as liaisons between the Cooperative and their individual organizations and governing bodies, ensuring individual accountability to the Intergovernmental Agreements (IGAs) and communicating key information about Cooperative matters to local leadership and governing bodies. The Executive Board advises and makes recommendations to the Board of County Commissioners, the County Administrator, and the WCCLS Manager on issues pertaining to Cooperative-wide funding, governance, and service delivery.

4.5. RESPONSIBILITIES OF THE EXECUTIVE BOARD.

4.5.1. Strategic Leadership, Oversight, and Accountability for the Cooperative.
Executive Board members will:

4.5.1.1. Provide collective leadership for the Cooperative by developing and maintaining shared vision and priorities and providing recommendations in alignment with these shared vision and priorities.

4.5.1.2. Demonstrate accountability to requirements outlined in the IGA by reporting out on their individual organization's fulfillment of performance requirements.

4.5.1.3. Maintain oversight over Cooperative's performance by reviewing and monitoring performance reporting from all member organizations.

4.5.2. Liaisons to Local Organizations and Governing Bodies. Executive Board members will, in a timely manner:

4.5.2.1. Communicate relevant Cooperative information to local leadership and governing bodies.

4.5.2.2. Represent local priorities, perspectives, and concerns back to the full Executive Board for consideration.

4.5.3. Advisory to the Board of County Commissioners, County Administrator, and WCCLS Manager. Executive Board members will:

4.5.3.1. Review, discuss, and provide recommendations on policy considerations pertaining to Cooperative-wide funding, governance, and service delivery.

4.5.3.2. Provide input and recommendations on funding strategies for the Cooperative, including local option levy proposals or proposals for other funding alternatives.

4.5.3.3. Provide input and recommendations on long-term governance changes, such as amendments to the Cooperative Governance Agreement or proposals for alternative governance strategies.

4.6. SCHEDULE OF MEETINGS. The Executive Board within the first quarter of the term of the Network, Funding, and Services Intergovernmental Agreement or as soon thereafter as reasonable, shall adopt rules governing its procedures, which shall include at a minimum: 1) time and place of regular meetings; 2) the method and manner of calling special meetings; 3) the method, term, and manner of establishing committees or sub-committees; and 4) Executive Board by-laws and rules of procedure. The Executive Board shall meet as needed to adequately execute its duties and responsibilities but not fewer than four times per year. The first organizational meeting shall be a joint meeting with the WCCLS Library Leadership Group and thereafter a joint meeting shall be held as needed, to be determined by the Executive Board. All meetings of the Executive Board shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610 to 192.710.

4.7. ELECTION OF OFFICERS. The Executive Board at its first organizational meeting or as soon thereafter as reasonable, shall elect a Chair and Vice Chair/Chair Elect. The term of each position shall be two years, with elections held at the Executive Board's first meeting of the calendar year in which terms have concluded. The Chair, or the Vice Chair/Chair Elect in their absence, shall preside over all meetings of the Executive Board. The WCCLS Manager (or designee) shall serve as Clerk of the Board and be responsible for providing notices of meetings and keeping minutes, as required by Oregon Public Meeting Laws.

4.8. QUORUM. A majority of the Members of the Executive Board shall constitute a quorum. All decisions of the Executive Board, unless otherwise provided herein, shall require the presence of a quorum and a vote of those representatives in attendance in accordance with the decision-making structure defined within this agreement.

4.9. VOTING. Each Member of the Executive Board shall have one vote. In the event that a Member is unable to attend a meeting in which a vote is scheduled to take place, the Member may appoint a designee to attend and vote in their place. ~~Under circumstances when neither a Member nor their designee can attend, a Member may, prior to the meeting, submit their vote to the Chair on a specific issue under signature in writing or by email that clearly identifies the sender.~~

4.10. ADDING OR SUBTRACTING MEMBERS. Members shall be added to the Executive Board, as needed, to represent new library service providers admitted to the Cooperative through the Cooperative Operating Agreement. Members shall be subtracted from the Executive Board at such time as a library service provider withdraws from membership in the Cooperative and ceases to be a Party to the Cooperative Operating Agreement, or when a city assumes management and fiscal responsibilities for operating a community library, or when two or more library service providers merge into one administrative entity. A library that changes its governance (EX: a city library becomes a community library, or a city or community library establishes a library district) retains its membership rights in WCCLS including membership on the Executive Board and authority to receive funds through the Cooperative Operating Agreement.

5. WCCLS LIBRARY LEADERSHIP GROUP

5.1. MEMBERSHIP. The WCCLS Library Leadership Group ("Library Leadership Group") shall consist of twelve (12) voting Members representing the twelve (12) current contracting library service providers. These twelve Members shall be the Library Director/Manager or their designee.

5.2. NON-VOTING MEMBERS. The WCCLS Manager shall represent county-wide services and serve as a Member of the Library Leadership ~~as a non-voting member who participates in discussion in an ex-officio capacity.~~

5.3. ROLE OF THE LIBRARY LEADERSHIP GROUP. The Library Leadership Group shall provide operational leadership and subject matter expertise for the Cooperative. Library Leadership Group members serve as liaisons between the Cooperative and their individual organization's library staff, advisory committees, and community members, ensuring alignment with the Intergovernmental Agreements (IGAs) and Cooperative-wide policies, and communicating key information about Cooperative matters to local staff and community members. The Library Leadership Group advises and provides recommendations to the Executive Board and the WCCLS Manager on issues pertaining to Cooperative-wide service delivery, including operational impacts, community needs, and emerging issues.

5.4. RESPONSIBILITIES OF THE LIBRARY LEADERSHIP GROUP.

5.4.1. Operational Leadership and Subject Matter Expertise for the Cooperative. The Library Leadership Group members will:

5.4.1.1. Provide leadership for the Cooperative by identifying and addressing local and Cooperative-wide needs and challenges, and by discussing, elevating, and recommending actions to address emerging trends and issues related to providing library services.

5.4.1.2. Provide operational leadership over their individual libraries, ensuring alignment with the operational requirements outlined in the IGA and supporting Cooperative-wide strategies, policies, and procedures.

5.4.1.3. Serve as subject-matter experts on the local delivery of library services in line with local priorities, strategies, and service impacts.

5.4.1.4. Develop, approve, and implement Cooperative-wide policies and procedures for the delivery of public library services.

5.4.2. Liaisons to Local Staff, Community Members, and Advisory Groups. The Library Leadership Group members will:

5.4.2.1. Communicate relevant Cooperative information to local staff, community members, and local advisory groups and library support groups.

5.4.2.2. Identify and communicate local challenges and opportunities related to day-to-day operational realities of their libraries while participating in Cooperative-wide decisions regarding service delivery.

5.4.2.3. Identify and elevate community needs and challenges while participating in Cooperative-wide decisions regarding service delivery.

5.4.3. Advisory to the Executive Board and WCCLS Manager. The Library Leadership Group will:

5.4.3.1. Review, discuss, and make recommendations for the development and implementation of shared policies and procedures for the delivery of public library services.

5.4.3.2. Collaborate with Executive Board and WCCLS in strategic planning efforts and advance agreed-upon goals and objectives.

5.4.3.3. Partner with WCCLS Manager to develop recommendations on strategies and alternatives for identifying and addressing trends, risks, emerging issues, and funding strategies for providing long-term library services.

5.5. SCHEDULE OF MEETINGS. The Library Leadership Group within the first quarter of the term of the Network, Funding and Services Intergovernmental Agreement or as soon thereafter as reasonable, shall adopt rules governing its procedures, and include at a minimum: 1) time and place of regular meetings; 2) method and manner of calling special meetings; 3) method of establishing committees or sub-committees; and 4) Library Leadership Group by-laws and rules of procedure. The Library Leadership Group shall meet monthly or as needed to execute its duties and responsibilities. The first organizational meeting shall be a joint meeting with the WCCLS Executive Board and thereafter joint meetings shall be held as needed, to be determined by the Executive Board.

5.6. ELECTION OF OFFICERS. The Library Leadership Group at its first organizational meeting or as soon thereafter as reasonable, shall elect a Chair and Vice Chair/Chair Elect. The term of the officers shall be for one year, with elections held at the Library Leadership Group's first meeting of each calendar year. The Chair, or the Vice Chair/Chair Elect in their absence, shall preside over all meetings of the Library Leadership Group.

5.7. QUORUM. A majority of the Members of the Library Leadership Group shall constitute a quorum. All decisions of the Group, unless otherwise provided herein, shall require the presence of a quorum and a vote of those representatives in attendance in accordance with the decision-making structure defined within this agreement.

5.8. VOTING. Each voting Member of the Library Leadership Group shall have one vote. Under circumstances when a Member cannot attend, they may, prior to the meeting, submit a vote to the Chair on a specific issue under signature in writing or by email that clearly identifies the sender.

5.9. ADDING OR SUBTRACTING MEMBERS. Member representatives shall be added to the Library Leadership Group, as needed, to represent new library service providers admitted to the Cooperative through the Cooperative Operating Agreement. Member representatives shall be subtracted from the Library Leadership Group at such time as a library service provider withdraws from membership in the Cooperative and ceases to be a Party to the Cooperative Operating Agreement, or when a city assumes management and fiscal responsibilities for operating a community library, or when two or more library service providers merge into one administrative entity. A library that changes its governance (EX: a city library becomes a community library, or a city or community library establishes a library district) retains its membership on the Library Leadership Group.

6. WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS)

6.1. ROLE OF WCCLS. WCCLS, a department of Washington County, shall distribute funding as approved by the Washington County Board of County Commissioners and provide infrastructure, subject matter expertise, leadership, and coordination in providing county-wide library services. WCCLS serves as steward of WCCLS resources, services, and infrastructure that link all Partner libraries into one Cooperative. The WCCLS Manager serves as a liaison between the Board of County Commissioners, County Administrator, Executive Board, and Library Leadership Group.

6.2. RESPONSIBILITIES OF WCCLS.

6.2.1. Funding, infrastructure, leadership, collaboration, coordination, and subject matter expertise in providing infrastructure and Cooperative-wide library services. WCCLS will:

6.2.1.1. Through the County's annual budget process, distribute funding as approved by the Board of County Commissioners to support the infrastructure and centralized services that link all libraries and support Cooperative libraries in accordance with the provisions of the Cooperative Operating Agreement.

6.2.1.2. Coordinate the transition to centralized collections management through a collaborative process with Cooperative Partners; continue to manage centralized collections.

6.2.1.3. Acquire and maintain the **County-operated** physical sites and equipment, obtain and manage contracts, and hire and retain staff to support infrastructure and Cooperative-wide library services.

Commented [LT1]: New change

6.2.1.4. Provide subject-matter expertise on county funding and the delivery of Cooperative-wide services.

6.2.1.5. Retain and protect personally identifiable information (PII) and other data in accordance with Washington County policy and applicable laws.

6.2.2. Steward of WCCLS resources and services that link all Partner libraries. WCCLS will:

6.2.2.1. Provide leadership, oversight, and accountability for WCCLS resources and services intended to serve the entire Cooperative.

6.2.2.2. Lead and coordinate, with input and feedback from the Executive Board and Library Leadership Group, efforts to build support for Cooperative-wide library services.

6.2.2.3. Lead and coordinate, with input and feedback from the Executive Board and Library Leadership Group, efforts to identify and pursue funding strategies to support Cooperative services, including levy proposals or proposals for other funding alternatives for Board of County Commissioners consideration.

6.2.2.4. Lead and coordinate, with input and feedback from the Executive Board and Library Leadership Group, efforts to identify and pursue long-term governance changes, such as amendments to the Cooperative Governance Agreement or proposals for alternative governance strategies for Board of County Commissioners consideration.

6.2.3. Liaison between the Board of County Commissioners, County Administrator, Executive Board, and Library Leadership Group. The WCCLS Manager will:

6.2.3.1. Communicate key information about policy proposals from the Executive Board for Board of County Commissioners' consideration.

6.2.3.2. Communicate relevant Cooperative information to the Board of County Commissioners, County Administrator, Executive Board, and Library Leadership Group.

6.2.3.3. Communicate key information about relevant Board of County Commissioners policy priorities and relevant County Administration priorities back to the Cooperative.

6.2.3.4. Collaborate with Partners to identify and address operational, policy, contractual, and fiscal challenges and opportunities related to delivery of infrastructure and services for informing Cooperative-wide decisions regarding service delivery.

6.2.3.5. Collaborate with Partners to identify and elevate county-wide community needs and challenges for informing Cooperative-wide decisions regarding service delivery.

7. COLLECTIVE DECISION-MAKING

7.1. PURPOSE AND SCOPE OF COLLECTIVE DECISION-MAKING. The Parties acknowledge that certain matters affecting the Cooperative as a whole are best considered and resolved through a coordinated and consistent decision-making process. For purposes of this Agreement, "Collective Decisions" are actions or recommendations that materially affect Cooperative governance, funding, and services. The categories of decisions considered Collective Decisions are further detailed in Attachment A "Decision-Making Matrix," which shall be used to guide the Parties in determining the appropriate decision-making pathway.

Matters that are primarily local in nature shall remain under the authority of the individual Contractor or governing body, except where otherwise specified herein or in the Cooperative Operating Agreement. Collective Decisions shall be made using the governance structure established by this Agreement, including the WCCLS Executive Board, the WCCLS Library Leadership Group, WCCLS, and the Washington County Board of County Commissioners (BCC), each acting within the scope of its defined responsibilities.

7.2. DECISION-MAKING STRUCTURE. The Parties shall utilize the Cooperative's established governance framework to review, consider, and make recommendations concerning Collective Decisions. This structure, comprised of the WCCLS Executive

Board, the WCCLS Library Leadership Group, WCCLS, and the BCC, shall remain the basis for Cooperative decision-making for the duration of this Agreement.

7.3. VOTING MECHANISM FOR COLLECTIVE DECISIONS. Except as otherwise provided in this Agreement, or in adopted bylaws, Collective Decisions requiring action or recommendation by the Cooperative shall satisfy a two-thirds majority vote. ~~Members unable to attend a meeting may cast written or electronic votes in accordance with the procedures established for their respective bodies.~~ Decisions requiring formal action by the BCC shall proceed as recommendations through the Cooperative's governance structure and shall be considered by the BCC in accordance with applicable laws and County procedures.

7.4. FAILURE TO ACHIEVE TWO-THIRDS MAJORITY. If the Cooperative fails to achieve the required two-thirds majority vote on a Collective Decision requiring Board of County Commissioners action, WCCLS will transmit a summary of the decision-making process, including the final vote and options considered, to the BCC.

8. AMENDMENTS. All changes, modifications, or amendments to this Agreement shall only be considered upon approval of three fourths (3/4) of the Member representatives of the Executive Board. Following a recommendation from the Executive Board, this Agreement may be changed, modified, or amended only in writing executed by three fourths (3/4) of the Parties to this Agreement.

9. 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.

10. INTERPRETATION. The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement. This Agreement has been negotiated and prepared by the Parties with their counsel. Any ambiguities with respect to any provision of this Agreement will be construed fairly as to all Parties and not in favor nor against any Party.

11. TERMINATION. This Agreement may be terminated only pursuant to the following:

11.1. This Agreement shall terminate as to any individual Party upon that Party ceasing to be a Party to the Cooperative Operating Agreement.

11.2. This Agreement shall terminate in its entirety, as to all Parties, upon execution of a declaration signed by three-fourths (3/4) of all Parties to this Agreement terminating its effectiveness.

12. COMPLIANCE WITH LAWS. The Parties shall comply with all federal, state and local laws and ordinances applicable to the work performed under the contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those law, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

13. LIABILITY AND 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 at trial and on appeal) 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. The parties agree to promptly notify the other in writing of any such claim or demand to indemnify and agree to cooperation with each other in a reasonable manner to facility the defense of any such claim or demand. Notwithstanding that actions by some or all of the Parties to this Agreement may be undertaken on behalf of the others, each Party agrees to be responsible for the consequences of any wrongful acts of the Party's employee as they affect any other Party or a person not a Party to this Agreement. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each Party agrees to indemnify the other Parties and each of them; and hold each and all harmless from any and all claims, actions, or suits arising out of a wrongful act of the first Party's employee done in the course and scope of this Agreement.~~

14. NO BENEFITS. No Party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other Party.

15. NOTICE. Any Contractor shall give immediate written notice to the County of any action or suit filed or any claim made against that Party that may result in litigation and is directly related to this Agreement.

16. INSURANCE. Each Party agrees to maintain insurance or self-insurance, as applicable, in accordance with ORS 30.282. The specific types and minimum levels of insurance required of

the Parties shall be as set forth in the then-current operating agreement between the parties governing the provision of library services (“Cooperative Operating Agreement”).

Each Party agrees to comply with the insurance requirements established in the Cooperative Operating Agreement for so long as the Cooperative Operating Agreement remains in effect. Nonprofit Contractors shall provide certification of insurance upon request, in accordance with the Cooperative Operating Agreement.

In the event no Operating Agreement is in effect, each Party shall maintain insurance or self-insurance at levels sufficient to comply with the Oregon Tort Claims Act, including ORS 30.270 and ORS 30.282, until such time as a successor operating agreement becomes effective.

17. 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.

18. 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.

DRAFT

FOR THE CONTRACTOR:

Signature

Title

Date

FOR WASHINGTON COUNTY:

Signature

Title

Washington County

APPROVED AS TO FORM:

Sr. Assistant County Counsel

DRAFT

ATTACHMENT A: DECISION-MAKING MATRIX

The following table provides an overview of the categories of decisions referenced in this Agreement and identifies whether they are subject to Collective Decision-Making, local decision-making, or WCCLS decision-making. This attachment is intended to guide the Parties in determining the appropriate decision-making pathway.

	Governance Decisions	Funding Decisions	Service Decisions
Collective Decisions	Changes to governance structure IGA revisions	Levy renewal/replacement proposals Funding allocation methodology adjustments Cooperative-wide funding strategies	Develop and maintain shared vision and priorities Service strategies and plans to address operational needs and emerging issues Cooperative-wide policies affecting patron experience and staff workflows Contracts for Cooperative-wide service Base service levels Cooperative-wide communications and outreach Cooperative-wide programs and initiatives
Local Decisions	Local board policies and advisory group roles/responsibilities	Local budgeting and resource allocation Local facility or equipment maintenance and operations	Local service delivery strategies and priorities Local communications and outreach Local programs and initiatives
WCCLS Decisions		WCCLS budgeting and resource allocation Central facility equipment or maintenance and operations	Operate and maintain county-wide infrastructure Operate and maintain county-wide services

COOPERATIVE OPERATING AGREEMENT

This Cooperative Operating 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 approved Measure 34-345, a five-year local option levy to support countywide library services to support open hours at public libraries, WCCLS systems, and access to books, materials, and community events for all county residents;

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.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS.

1.1. Agreement means this Cooperative Operating Agreement.

1.2. Assessed Value has the same meaning as set forth in ORS 308.146 or any subsequent revision or amendment thereof.

1.3. Base Service Levels means the agreed-upon service levels to be provided by WCCLS and Contractors as outlined in Sections 10 and 12.

1.4. 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.

1.5. 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. This is a public record exempt from disclosure under ORS 192.355.

1.6. 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.

1.7. County means Washington County.

1.8. 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.

1.9. Eligible Users means all Washington County residents; residents of any jurisdiction or special district that has entered into a reciprocal borrowing agreement with Washington County; and paying card holders, as further defined and subject to applicable Cooperative policies and procedures.

1.10. 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' connection to the Network, automated materials handling units' connection to the Network, WCCLS website, or the Internet.

1.11. 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.

1.12. Full-Time Equivalent (FTE) means a level of staffing equivalent to a full-time employee working 2,080 hours per year.

1.13. Generative AI is defined by Washington County Administrative Policy 607: Artificial Intelligence Acceptable Use Policy. **Contractors will be notified in writing if this policy is updated during the life of this agreement.**

1.14. 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, mobile devices, self-

check kiosks, and routers.

1.15. 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 information technology-related material or service provided by WCCLS, over the life of the Agreement.

1.16. 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).

1.17. 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.

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

1.19. Network means the WCCLS Information Network.

1.20. 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.

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

1.22. 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.

1.23. Patron Record means a document, record, or other method of storing information retained by a library that contains Personal Information and/or other information about a person, including but not limited to the person's name, address, electronic mail address or telephone number, or that identifies a person

as having requested or obtained specific materials from a library. This is a public record exempt from disclosure under ORS 192.355.

1.24. Personal Information is defined in Washington County Administrative Policy 506: Personally Identifiable Information Protection Policy.

1.25. Personal Information Data Breach is defined in Washington County Administrative Policy 506: Personally Identifiable Information Protection Policy. Contractors will be notified in writing if this policy is updated during the life of this agreement.

1.26. 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, or the general use of WCCLS licensed software or services.

1.27. Safe Harbor Languages has the same meaning as set forth in Washington County's Language Assistance Administrative Policy number 207. Contractors will be notified in writing if this policy is updated during the life of this agreement.

1.28. Service Boundary means the geographic area for which each Contractor is designated as the primary service provider for public library services within Washington County.

1.29. Service Population means the estimated populations residing within a designated Service Boundary, used to determine FY2026-2027 funding allocations and for annual statistical reporting.

1.30. User Category means a classification of Eligible Users established by WCCLS Policies and Procedures, which may be based on residency, reciprocal borrowing status, or paid membership status.

~~1-30-1.31.~~ ~~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.

~~1-31-1.32.~~ WCCLS (Washington County Cooperative Library Services) means a department of County government that exists to coordinate, contract for, and/or provide a full range of library and information services to Eligible Users.

~~1-32-1.33.~~ WCCLS Executive Board means the Board established to advise the Board of County Commissioners and the WCCLS Manager on matters pertaining to the funding for Cooperative-wide library services, distribution of financial resources by WCCLS for the provision of Cooperative-wide public library services, and long-term governance and funding strategies.

~~1.33~~1.34. WCCLS Information Network or Network means 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 member library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware, or peripheral products provided to member libraries and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

~~1.34~~1.35. WCCLS Library Leadership Group means the group (formerly Policy Group) established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of Cooperative-wide public library services, and to advise the WCCLS Manager.

~~1.35~~1.36. WCCLS Policies and Procedures means, collectively, the policies and procedures adopted by the WCCLS Library Leadership Group. Such policies and procedures consist of written standards, methods, and guidelines that govern the activities of WCCLS and Contractor staff, ensure the appropriate use of shared systems, and support the Parties in providing a consistent experience for library users.

2. TERM OF AGREEMENT. This Agreement shall be in effect from July 1, 2026, through June 30, 2031, unless terminated pursuant to Section 18 of this Agreement.

3. 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.

3.1. RECORDS UPON TERMINATION OF THIS AGREEMENT. Upon termination of this Agreement pursuant to either Section 2 or Section 18 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.

4. PERSONAL INFORMATION AND CONFIDENTIALITY OF DATA. All ~~Contractors Parties~~ have a responsibility to safeguard Personal Information, Patron Records, and Circulation Records in their care. ~~All Contractors have a responsibility and~~ to report to WCCLS a Personal Information Data Breach, and/or disclosures of Patron Records and/or Circulation Records. Patron Records and Circulation Records 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.

4.1. APPROPRIATE USE OF PERSONAL INFORMATION AND RECORDS. Except as otherwise required by law or court order, Contractors agree that they will not disclose Personal Information, Patron Records, or Circulation Records, 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 must not enter, upload, or process any Personal Information, Circulation or Patron Records using Generative AI tools or large-language-model services (e.g., ChatGPT, Claude, Gemini, Copilot, or similar) unless the platform has been expressly approved by WCCLS and is covered by an appropriate data-processing agreement, agreed upon separately between the Parties.

Contractors may not disclose Personal Information, Circulation Records, or Patron Records to any external platforms, vendors, partners, service providers or other entities, unless the platform has been expressly approved by WCCLS and is covered by an appropriate data-processing agreement, agreed upon separately between the Parties.

Contractors agree that only trained, authorized library staff shall have access to such Personal Information, Patron Records and/or Circulation 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/or Patron Records, 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."

4.2. REQUESTS FOR PERSONAL INFORMATION FROM OTHER AGENCIES.

Contractors agree to forward to WCCLS all requests for Personal Information, Patron Records, and/or Circulation Records from law enforcement or other requestors in accordance with established WCCLS Policies and Procedures.

4.3. DATA BREACH. In the event of a data breach involving Patron Records, Circulation Records, or Personal Information, the Party responsible shall: (1) Notify the ~~WCCLS and/or relevant Contractor(s)~~ other Party as soon as practicable, and no later than five business days; (2) Investigate promptly; (3) If a Contractor, ~~Work~~ work with WCCLS to provide statutory notices required under OCIPA within 45 days, and if WCCLS, provide statutory notices required under OCIPA within 45 days; (4) Cooperate with the ~~other Party~~ relevant Party/Parties regarding communication, mitigation, and regulatory follow-up.

Contractors shall defend, indemnify, and hold harmless WCCLS for claims arising from the Contractor's acts, omissions, or failures related to handling Patron Records, Circulation Records or Personal Information, subject to the limitations of the Oregon Tort Claims Act.

5. 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. In the event of an extended outage, WCCLS will make reasonable efforts to communicate with partners regarding outage status, resolution efforts, and estimated timelines for service restoration. No liability shall be assumed by WCCLS if Network experiences downtime.

5.1. 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

6. 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.

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

7.1. 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.

7.2. Provide software updates to Contractors for software licensed by WCCLS for

installation and utilization at member libraries.

7.3. 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 Washington County policy, Oregon Public Records Laws and civil litigation requirements.

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

7.5. 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.

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

7.7. 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 9, WCCLS shall restore connectivity when the WCCLS staff determines that the problem is resolved, or the threat is removed.

7.8. 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, and a 15-amp uninterrupted power supply

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

8.1. 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.

8.2. Provide site preparation, access, and environmental conditions necessary for optimal security and functioning of Hosts provided and maintained by WCCLS. Contractor must provide WCCLS with site and relevant data closet access within 5 business days of a request for access.

8.3. 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.

8.4. 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, and/or locking workstations when not in use. Noncompliance with this item, including shared logon credentials for staff, is considered a material breach of this agreement. Shared staff logon credentials may be deleted by WCCLS.

8.5. Contractors shall implement controls to prevent unauthorized disclosure of Personal Information, Circulation Records, and/or Patron Records as indicated in Section 5.4, including staff training and compliance with adopted policies and procedures.

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

8.7. Contractor is prohibited from:

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

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

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

8.8. 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.

8.9. Notify WCCLS Support within no more than five business days that they have separated with an employee or Volunteer (if the volunteer had a user account), so WCCLS can disable the user account to maintain Network security. Noncompliance with this item is considered a material breach of this agreement.

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

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

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

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

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

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

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

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

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

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

9.3. 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:

9.3.1. Prohibit Contractor from the use of the Network;

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

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

9.3.4. Terminate this Agreement as regards to the defaulting Contractor.

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

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

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

9.4.3. Terminate this Agreement as regards to WCCLS.

9.5. 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, data breach, or the breach of security or confidentiality of the system.

10. BASE SERVICE LEVELS TO BE PROVIDED BY WCCLS. WCCLS agrees to provide the following services to Contractors and/or Eligible Users in accordance with Base Service Levels and 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. WCCLS agrees to provide the following:

10.1. Collections and materials. Provide and maintain:

10.1.1. Community-focused collections comprising physical books and media in priority languages to meet local patron needs (beginning July 2027).

10.1.2. Access to interlibrary loan service facilitating interlibrary loan borrowing from and lending to libraries outside of Washington County.

10.1.3. Mail service for those who experience physical barriers to accessing in-person library services.

10.1.4. Digital collections in priority languages.

10.1.5. Digital learning tools and databases.

10.2. Community engagement and outreach. Provide and maintain:

10.2.1. A website that enables local library users to access State Library of Oregon resources and services available to all Oregon residents.

10.2.2. Countywide engagement and partnerships with community organizations and members.

10.3. Technology and infrastructure. Provide and maintain:

10.3.1. Free public wireless internet access (wi-fi).

10.3.2. Online catalog accessible 24/7 inside and outside of libraries at wccls.org and training resources to support usage of the public catalog interface.

10.3.3. Events calendar interface for the public at wccls.org.

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

10.3.5. Item inventory tags, security tags and library cards for use by Contractors.

10.3.6. Circulation technology to support efficient operations, including but not limited to barcodes and radio-frequency identification (RFID) tags, routing materials, containers for materials movement, online payment system, RFID scanning software, and bulk/container check-in software.

10.3.7. The WCCLS Information Network in accordance with the agreements outlined in Section 7: Duties and Responsibilities of WCCLS for the Network.

10.4. Operations. Provide and maintain:

10.4.1. Basic policies in place and accessible online for collection management, circulation, and patron confidentiality that incorporates relevant American Library Association (ALA) professional ethical codes, rules and guidance.

10.4.2. The annual statistical report as required under Oregon Revised Statutes Chapter 357.520 and Oregon Administrative Rules Chapter 543-010-0035.

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

10.4.4. Facilitation of reciprocal borrowing agreements with other jurisdictions, or special districts operating libraries.

10.5. Notification of impact to Contractor operations. Except in the case of emergencies or circumstances beyond WCCLS's control, WCCLS agrees to provide as much advance notice as possible regarding planned operational changes expected to materially impact Contractor operations. In the event of unplanned or emergency changes, WCCLS shall notify Contractors as soon as practical.

11. ADDITIONAL WCCLS SUPPORT FOR CONTRACTORS. WCCLS support for any new automated or in-person or remote service points, building expansions, 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 equipment resources to those projects.

12. BASE SERVICE LEVELS TO BE PROVIDED BY CONTRACTORS. By receipt of funds from WCCLS, each Contractor agrees to provide library services in accordance with Base Service Levels and 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. Contractors that are Nonprofit Corporations will comply with all applicable State Statutes and Rules governing Oregon Nonprofit Corporations.

Contractor agrees to provide the following:

12.1. Collections and materials. Provide and maintain:

12.1.1. Local collection comprising physical books, media, and other materials (at minimum, through June 30, 2027).

12.1.2. Access to community-focused collections comprising physical books and media in priority languages to meet local patron needs provided by WCCLS (after June 30, 2027).

12.2. Community outreach and engagement. Provide and maintain:

12.2.1. A Contractor provided website that enables local library users to learn about Contractor hours, services, programs, as well as local library leadership, policies, and governance information.

12.2.2. Link to wccls.org to ensure compliance with OAR 543-010-0036, providing access to State Library of Oregon resources and services available to all Oregon residents.

12.3. Personnel. Provide and maintain:

12.3.1. Staffing levels of at least four full-time equivalents or staffing sufficient to support 45 open hours per week at each staffed library location, whichever is greater.

12.3.2. At least one full-time exempt employee.

12.3.3. Schedules to ensure paid library staff are available during all hours the library is open to the public.

12.4. Programs and services. Provide and maintain:

12.4.1. In-person services for people of all ages in response to community needs and demand.

12.4.2. Regular and consistent programming in response to community demand, including targeted programming for Early Childhood Literacy, Youth, Teens, and Adults.

12.5. Technology. Provide and maintain:

12.5.1. Staff computers, scanners, and printers.

12.5.2. Circulation technology to support efficient operations, including but not limited to barcode scanner(s), device(s) for checking materials in and

out, receipt printer(s), and radio-frequency identification (RFID) pad(s).

12.5.3. Free public access computers with internet access.

12.6. Public spaces. Provide and maintain:

12.6.1. Access to buildings and the services within.

12.6.2. A minimum of 45 open hours every week (Sunday – Saturday), including at least one evening (open to at least 6 pm) and at least one weekend day (Saturday or Sunday) per week, with the following exceptions:

12.6.2.1. Buildings may be closed for state and federal holidays, and therefore open less than 45 hours in a week with a state or federal holiday.

12.6.2.2. Buildings may be closed to provide professional development to library staff, and therefore open less than 45 hours in that week, for up to 12 non-consecutive days per fiscal year.

12.6.2.3. Building closures may be necessary due to inclement weather conditions, and facility or safety emergencies, and therefore open less than 45 hours in that week.

12.6.2.4. Should a Contractor need to temporarily close a building for more than two weeks due to a facility or safety emergency, Contractor should provide a plan to WCCLS for reopening and alternative service.

12.6.2.5. Should a Contractor need to temporarily close a building for more than four weeks due to a planned facility upgrade, Contractor will provide a plan to WCCLS for how alternative space and services will be provided by the Contractor, no less than 6 months in advance of the planned closure, or as soon as practicable. Any additional support from WCCLS to support these alternative services and spaces should be mutually agreed upon and captured in a memorandum of agreement to be signed no less than 3 months before the planned closure, or as soon as practicable. The parties agree that the purpose of advance notice and any resulting memorandum of agreement is to enable transparent planning and efficient allocation of WCCLS resources.

12.6.2.6. Should a Contractor need to temporarily close a building for more than four weeks due to a planned facility upgrade, Contractor will provide, at minimum, 6 months' notice for other Contractors operating library buildings within adjacent service areas, or as soon

as practicable.

12.7. Operations. Provide and maintain:

12.7.1. Basic policies in place and accessible online that incorporates relevant American Library Association (ALA) professional ethical codes and rules.

12.7.2. The annual statistical report as required under Oregon Revised Statutes Chapter 357.520 and Oregon Administrative Rules Chapter 543-010-0035.

13. COOPERATIVE SERVICE AGREEMENTS. In addition to the Base Service Levels set forth in Section 12, each Contractor agrees to provide library services in accordance with the following ~~Cooperative-cooperative s~~Service ~~a~~Agreements. Contractor agrees to:

13.1. Ensure the same level of access to materials, resources, and services for all Eligible Users within the same User Category, as established by Cooperative policies and procedures.

13.2. Not charge Eligible Users fees for the checkout or renewal of library materials, except as expressly permitted by Cooperative policies and procedures and uniformly applied to all Eligible Users within the same User Category.

13.3. Apply all fees, limitations, and policies uniformly to Eligible Users within the same User Category. Such fees may include special service fees authorized by Cooperative policies and procedures.

13.4. Abide by Cooperative policies and procedures as agreed upon by the WCCLS Library Leadership Group.

13.5. 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 (up to June 30, 2027).

13.6. Only distribute library cards provided by WCCLS to library users.

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

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

14. SERVICE BOUNDARIES AND SERVICE POPULATIONS. Contractors agree to provide library services in accordance with the established Service Boundaries as set forth in EXHIBIT A "FY2026-2027 through FY2030-2031 Library Service Boundaries" and described

within this section.

14.1. **ESTABLISHING SERVICE BOUNDARIES.** Service Boundaries were established by assigning County voter precincts to Contractors based on an analysis of overlap of voter precincts with existing city boundaries, travel time to Contractor libraries, and alignment with Urban Planning Area Agreements as of October 2025. A summary of the methodology used to establish Service Boundaries is included in EXHIBIT B “Library Service Boundary Methodology.”

14.2. **PURPOSE OF SERVICE BOUNDARIES.** Service Boundaries will be used to define the community or populations for which each Contractor is recognized as the primary service provider for public library services. Service Boundaries define the geographic area for which each Contractor is primarily responsible for providing outreach services to clarify service responsibility and avoid duplication or gaps in outreach services. Service Boundaries will also be used for determining each Contractor’s official service population for annual statistical reporting to the State Library of Oregon, and applications for state and federal library funding.

14.3. **COORDINATION OF SERVICE ACROSS BOUNDARIES.** Service Boundaries shall not be used to deny access to materials, resources and services for Eligible Users. Requests for specific services by schools or other community organizations located within a Service Boundary, and received by a library in a different Service Boundary, will be referred to a library within the requester’s Service Boundary. Partnerships or other coordinated services may be agreed on by multiple libraries to better serve the public if the library within the requester’s Service Boundary is not able to meet the need.

14.4. **SERVICE POPULATIONS.** Each Contractor’s service population shall consist of the population residing within the defined Service Boundary, as defined within this Agreement. WCCLS shall update service population estimates on an annual basis only for the purpose of annual statistical reporting and applications for state and federal library funding. Service population estimates will be provided to Contractors in time to fulfill State Library of Oregon statistical reporting requirements.

14.5. **MODIFICATIONS RESULTING FROM ANNEXATION.** If during the term of this Agreement a city Contractor annexes ~~an area-land~~ within their Urban Planning Area Agreement, the previously unincorporated service area and corresponding population will be reassigned to the city Contractor. Within a two-year period of the annexation, the annexed ~~area-land~~ will fully transition to the city Contractor for library service. During the transition period, library service shall be provided in accordance with a service transition plan developed by the affected Contractors, with support from the County, and the funding distribution for affected ~~areas-lands~~ will be reviewed. At the conclusion of the transition period, the annexed ~~area-land~~ shall be fully transitioned to the city Contractor for purposes of service

Commented [LT1]: New change

responsibility, service population reporting, and funding.

14.6. OTHER MODIFICATIONS TO SERVICE BOUNDARIES. No other changes to Service Boundaries shall be made for the term of this Agreement.

15. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT. 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. 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.

15.1. CONTRACTOR COMPLIANCE. Contractors will:

15.1.1. Post notice that free language assistance is available;

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

15.1.3. Ensure that library card applications are available to users in [the multiple language options provided by WCCLS, Safe Harbor Languages](#), at a minimum printing them upon request;

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

15.2. WCCLS COMPLIANCE. WCCLS will:

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

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

15.2.3. Provide library card applications in Safe Harbor Languages;

15.2.4. Work towards providing an online payment interface in Safe Harbor Languages.

16. 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.

16.1. PURPOSE OF FUNDS. By receipt of funds from WCCLS, each Contractor agrees to expend those funds to provide library services in accordance with the established Base Service Levels and Cooperative Service Agreements. In the event that WCCLS future funding allocations are reduced to the extent that Base Service Levels cannot be met, WCCLS and Contractors will determine mutually agreeable service levels to be provided. Contractors must spend all funds received from WCCLS on library operations to fulfill Base Service Levels before expending funds on other allowable costs. Allowable costs for city Contractors include indirect costs, also known as overhead or administrative charges, and building lease costs for all Contractors. Once Base Service Levels are met, funds received from WCCLS may be used to support the development of a local fund balance as allowed per local policy or a fund balance to support up to four months of total annual Contractor expenditures for base library service, whichever is less. Funds received from WCCLS cannot be used for capital improvements including but not limited to new building construction, land acquisition, permanent improvement of buildings or building systems, or major repairs or deferred maintenance that extends the useful life of the facility. Routine building maintenance and minor repairs necessary to maintain safe, accessible and functional library facilities as well as expenditures related to furniture, fixtures, and movable equipment are allowable costs.

16.2. 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. This is an exception to Washington County's Budget Contingency and Reserve Policy (Administrative Policy 411), which is authorized by the Board of County Commissioners, as per Section 3 of Policy 411.

16.3. 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 16 and based on figures set forth in EXHIBIT C "Library Funding Allocations" and EXHIBIT D "Library Funding Allocation Methodology." Funding distributions to Contractors shall be provided through the following mechanisms.

16.3.1. LIBRARY FUNDING ALLOCATION. Library funding allocations will be determined based on the FY26-27 funding allocations determined through the Funding and Governance Project presented in EXHIBIT C "Library Funding Allocations" and adjusted annually based on the procedures outlined in Section 16.3.2.

16.3.2. REVENUE-BASED ESCALATION OR REDUCTION OF ALLOCATIONS. Escalation or reduction of annual funding allocations for Contractors and WCCLS will be determined based on the net percentage increase or

decrease in total projected revenue. Should total revenue combine for a net percentage increase over the previous fiscal year, funding allocations will be increased by that net percentage increase amount. Should total revenue combine for a net percentage decrease over the previous fiscal year, funding allocations will be decreased by that net percentage decrease amount. Net percentage increase or decrease in total projected revenue will be determined in accordance with Sections 16.3.2.1 and 16.3.2.2.

16.3.2.1. **TOTAL PROJECTED REVENUE.** For the purpose of establishing funding allocations each year, Total Projected Revenue will be determined according to the following formula: [Projected Local Option Levy Revenue + Projected Delinquent Local Option Levy Taxes + Projected County General Fund Transfer] = Total Revenue. ~~Projected County General Fund Transfers are determined through the County's annual budget process.~~ The County acknowledges the historical importance of General Fund support in the success of the library cooperative. The County is committed to allocation of General Fund in addition to the Local Option Levy revenue to support base service levels, with the understanding that projected County General Fund Transfers are determined through the County's annual budget process.

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16.3.2.2. **NET PROJECTED REVENUE INCREASE OR DECREASE.** Net projected increase or decrease to total revenues will be determined according to the following formula: [Total Projected Revenue – Estimated Actual Total Revenues for the Current Fiscal Year] / [Estimated Actual Total Revenue for the Current Fiscal Year]*100 = Net Increase or Decrease to Total Projected Revenue. Estimated actual total revenue for the current fiscal year will be based on year-to-date actual revenues and financial forecasts prepared as part of the County's annual budget process.

16.3.2.3. **NOTIFICATIONS OF ALLOCATIONS.** WCCLS will provide Contractors with a written notice of forecasted allocation no later than January 31 annually, for the following fiscal year. The forecasted allocation will be based upon assessed value information and financial forecasts provided to the Board of County Commissioners in public meetings by Washington County staff.

16.3.3. **REVENUE FROM USER FEES.** Contractors and WCCLS may collect fees from users as allowed through Cooperative policy. Revenue from user fees will be retained by the Party who collects the fees. After deducting the cost for fee collection, revenue can only be used for allowable costs.

16.3.4. **ADJUSTMENTS IN FUNDING DISTRIBUTIONS.** Except as described

in Section 14.5. No increases to funding allocations will be made in response to Contractor's opening a library service outlet prior to July 1, 2031. No decreases to funding allocations will be made in response to a Contractor's closing a library service outlet prior to July 1, 2031, as long as Contractor continues to operate one service outlet that meets Base Service Levels.

16.3.4.1. 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.

16.3.5. DISTRIBUTION SCHEDULE. WCCLS shall make quarterly distributions to all Contractors on July 15, October 15, January 15, and April 15 of each fiscal year during the term of this Agreement. If any distribution date falls on a weekend or County-recognized holiday, distribution shall be made on the next business day.

17. SHARED ACCOUNTABILITY COMMITMENTS

17.1. PURPOSE OF SHARED ACCOUNTABILITY COMMITMENTS. The Parties agree that maintaining transparency, communication, and shared responsibility is essential to the effective operation of Cooperative library services. This section outlines high-level commitments related to reporting, communication, and addressing issues with the goal of reaching compliance in a collaborative manner.

17.2. SHARED REPORTING COMMITMENTS. The Parties agree to participate in a collective reporting process that supports system-wide understanding of service levels, financial stewardship, and fulfillment of responsibilities under this Agreement. At intervals established through the Library Leadership Group and Executive Board, and no less than annually, each Contractor and WCCLS will provide information sufficient to demonstrate compliance with agreements related to the use of library funds and delivery of Base Service Levels. The type and format of information to be shared shall be developed collectively and documented in an attachment or guidance adopted by the Library Leadership Group and Executive Board. This guidance will be adopted by January 31, 2027.

17.3. ONGOING COMMUNICATION. In addition to formal notice requirements for library closures laid out in Section 12.6.2, each Contractor and WCCLS agree to share information with Contractors as early as practical when local decisions or circumstances may reasonably affect Cooperative-wide services. Communications should be documented in writing for clarity and transparency with all Contractors. This may include, but is not limited to, matters regarding fulfillment of roles and responsibilities, compliance with shared policies or local policy, and/or funding or service changes that may impact services. The intent of this communication is to support early awareness, facilitate Cooperative planning, and maintain alignment

across the Cooperative.

17.4. COOPERATIVE PROCESS FOR ADDRESSING ISSUES. If questions or concerns arise regarding a Contractor's or WCCLS's current ability to meet obligations under this Agreement or Cooperative-wide policies, the Parties agree to follow a collaborative problem-solving process:

17.4.1. INITIAL DIALOGUE. The Parties affected will first meet to clarify the issue, share information, and mutually determine whether adjustments or supports are needed.

17.4.2. COLLABORATIVE REVIEW. If further review is required, the matter may be brought to the Library Leadership Group for operational problem-solving or the Executive Board for problem-solving involving funding or governance issues. Issues will be brought before the Library Leadership Group or Executive Board according to the bylaws established outside of this Agreement.

17.4.3. ESCALATION ONLY WHEN NEEDED. If the issue cannot be resolved collaboratively, it may be elevated to County Administration and, if necessary, to the Board of County Commissioners for guidance, consistent with existing governance roles.

17.4.4. DOCUMENTATION. Resolutions or next steps agreed upon by the Parties will be documented for shared understanding and future reference.

18. TERMINATION.

18.1. The County may terminate this Agreement effective the end of any fiscal year upon sixty (60) days' written notice if, ~~in the County's sole and reasonable discretion, continuation of the Agreement is not in the public interest or~~ sufficient funds are not appropriated or otherwise available.

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18.2. Each Contractor may terminate this Agreement effective the last day of a given fiscal year upon sixty (60) days' written notice to the County.

18.3. County and any individual Contractor may terminate participation in this Agreement separately. ~~And Any~~ individual termination shall have no bearing or effect on the Agreement between remaining Parties and County, and the Agreement shall remain in full force and effect.

18.4. Upon delivery of a notice of termination under Sections 18.1 or 18.2, this Agreement shall remain in full force and effect through the end of the applicable fiscal year. During such period, the County shall continue to provide funding and each Contractor shall continue to provide library services in accordance with this Agreement, unless the Parties agree otherwise in writing.

19. **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.

19.1. City Contractors agree to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

19.2. For Contractors which are Nonprofit Corporations, certification of insurance meeting the County's minimum requirements as set forth in EXHIBIT E "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 contracts@wccls.org.

20. **COMPLIANCE WITH APPLICABLE LAWS.** The Parties shall comply with all federal, state and local laws and ordinances applicable to the work performed under the ~~contract~~ **Agreement** including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those law, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

20.1. Equal Opportunity. ~~Contractor~~ **The Parties** shall not discriminate against ~~its~~ **their** 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~~ **the Parties**.

20.2. 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:

20.2.1. 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;

20.2.2. Pay all contributions or amounts due the Industrial Accident Fund

incurred in the performance of the Agreement;

~~20.2.3. 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~~

~~20.2.4.20.2.3.~~ Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

21. **INDEMNIFICATION AND HOLD HARMLESS.** 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 at trial and on appeal) 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. The parties agree to promptly notify the other in writing of any such claim or demand to indemnify and agree to cooperation with each other in a reasonable manner to facilitate the defense of any such claim or demand.

22. **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.

23. **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 nor its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

24. **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.

25. **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.

26. **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.

27. **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.

28. 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:

Date:

Title:

Date:

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EXHIBIT A: FY2026-2027 through FY2030-2031 Library Service Boundaries

See very last page of the document for the map

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EXHIBIT B: Library Service Boundary Methodology

Library Service Boundaries are used to define the specific geographic area for which each Partner is responsible for providing base services, as well as provide a means for calculating each Partner's service population. The methodology for establishing Service Boundaries follows the following steps:

1. **Partition the County into distinct geographic units.** 100% of the County is partitioned into distinct geographic units using Washington County Assessment & Taxation voter precincts¹ so as to align with Partner municipal boundaries.
2. **Assign each geographic unit to one or more Partners.** Each geographic unit is assigned to one or more Partner service areas according to the following decision-tree:

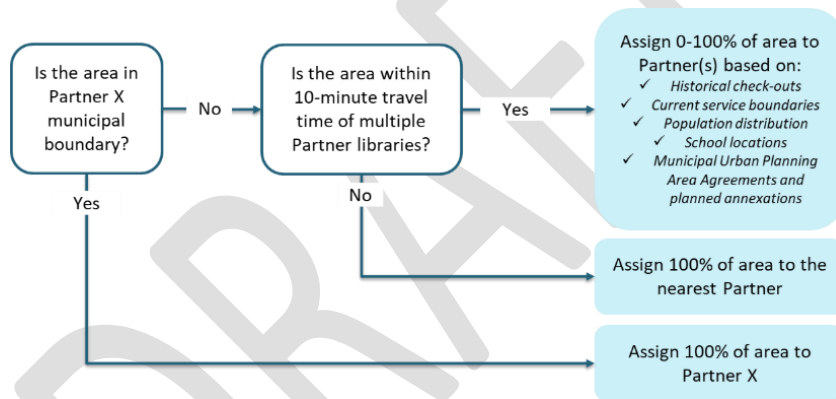


Figure 1: Decision-Tree for Allocation Geographic Units to Partner Library Services Boundaries

EXHIBIT C: FY2026-2027 Library Funding Allocations

Partner	FY26-27 Allocation
Aloha	\$1,581,151
Banks	\$512,000
Beaverton	\$7,424,000
Cedar Mill + Bethany	\$5,534,315
Cornelius	\$1,088,000
Forest Grove	\$1,231,813
Garden Home + West Slope	\$1,689,296
Hillsboro	\$6,992,000
North Plains	\$512,000
Sherwood	\$1,520,000
Tigard	\$4,526,201
Tualatin	\$2,009,850
WCCLS	\$17,000,000
<i>Total</i>	<i>\$51,620,626</i>

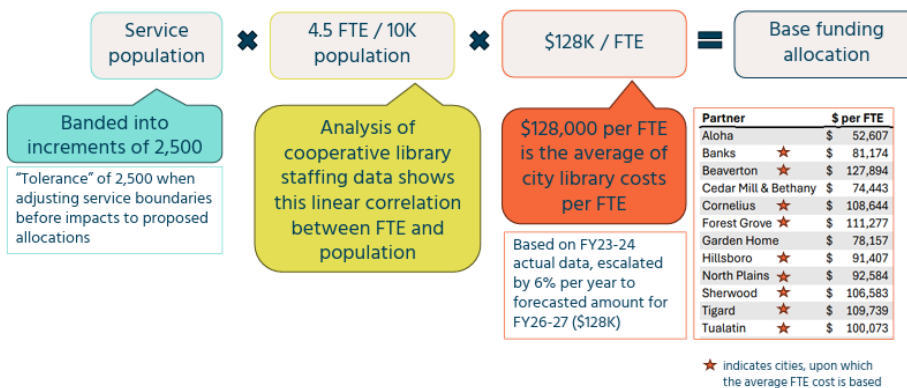
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EXHIBIT D: Library Funding Allocation Methodology

Library Funding Allocations for FY2026-2027 were determined according to a funding allocation methodology developed as part of the WCCLS Funding and Governance Project. The funding allocation methodology is intended to support base service levels in a way that acknowledges operational differences resulting from past funding levels while moving towards a more consistent level of investment in each Partner library. The methodology, outlined in the figure below, follows the following steps:

1. The population within a Partner’s service boundary is estimated¹ and rounded down to the nearest multiple of 2,500².
2. The rounded service population is used to determine the number of funding units³ allocated to each Partner as described in Figure 1.
3. The allocated funding units are multiplied by a dollar per unit⁴ to arrive at the base allocation for each Partner.
4. Non-profit Partners serving unincorporated areas of the County are allocated an additional dollar amount per facility square-foot to support the cost of maintaining library facilities.

Figure 2: Methodology for calculating Library Funding Allocations



¹ 2022 American Community Census population data

² Population intervals of 2,500 are used to reduce the funding allocation formula’s sensitivity to population estimates and stabilize funding allocations.

³ The funding units correlate to a number of full-time equivalent (FTE) units to be allocated in addition to a base allocation of 4 FTE units, the minimum requirement outlined in the base service levels. Funding units above the base 4 FTE were assigned based on additional service population above 5,000 people according to the relationship of 4.5 FTE per 10,000.

⁴ The dollar per unit was established by calculating the average costs for city Partners (\$128,000).

EXHIBIT E: Insurance Requirements for Nonprofit Contractors



**WASHINGTON COUNTY
OREGON**

10/4/22

**ATTACHMENT C
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.

EXHIBIT E: Insurance Requirements for Nonprofit Contractors (continued)

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 \$ _____ 250,000 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.
- D. **PHYSICAL ABUSE AND MOLESTATION INSURANCE** with limits of not less than
 \$1,000,000
 Other \$ _____ 500,000 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

EXHIBIT E: Insurance Requirements for Nonprofit Contractors (continued)

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.

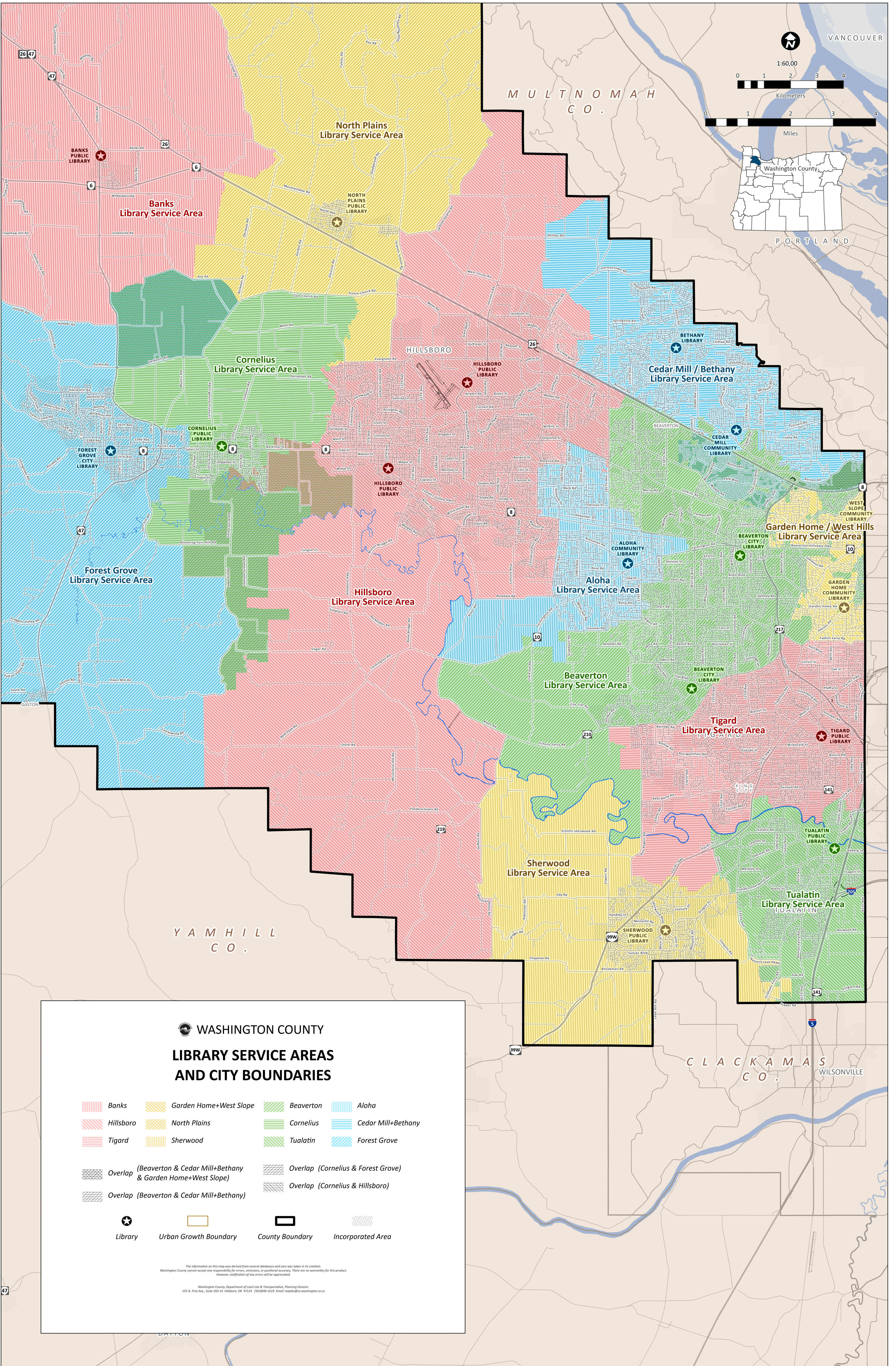
Additional Insureds. The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies,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

PUBLIC LIBRARY NETWORK, SERVICES, AND FUNDING INTERGOVERNMENTAL AGREEMENT

Exhibit A



WASHINGTON COUNTY
LIBRARY SERVICE AREAS
AND CITY BOUNDARIES

	Banks		Garden Home+West Slope		Beaverton		Aloha
	Hillsboro		North Plains		Cornelius		Cedar Mill+Bethany
	Tigard		Sherwood		Tualatin		Forest Grove
	Overlap (Beaverton & Cedar Mill+Bethany & Garden Home+West Slope)		Overlap (Cornelius & Forest Grove)		Incorporated Area		
	Overlap (Beaverton & Cedar Mill+Bethany)		Overlap (Cornelius & Hillsboro)		Library		Urban Growth Boundary
			County Boundary				

The information on this map was derived from several databases and care was taken in its creation. Washington County cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties for this product. However, modification of any errors will be appreciated.

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