



**TUALATIN CITY COUNCIL
AND
TUALATIN DEVELOPMENT COMMISSION**
Monday, August 9, 2010

City Council Chambers
18880 SW Martinazzi Avenue, Tualatin, Oregon

WORK SESSION begins at 5:00 p.m.

REGULAR MEETING begins at 7:00 p.m.

Mayor Lou Ogden

**Council President Chris Barhyte
Councilor Monique Beikman
Councilor Joelle Davis**

**Councilor Jay Harris
Councilor Donna Maddux
Councilor Ed Truax**

WELCOME! By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified a time for citizen comments on its agenda – Item C, following Presentations, at which time citizens may address the Council concerning any item not on the agenda, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council.

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are available for review on the world wide web at www.ci.tualatin.or.us, at the Library located at 18878 SW Martinazzi Avenue, and are also on file in the Office of the City Manager for public inspection. Any person who has any question concerning any agenda item may call Administration at 503.691.3011 to make an inquiry concerning the nature of the item described on the agenda.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact Administration at 503.691.3011. Notification thirty-six (36) hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Council meetings are televised "live" on the day of the meeting on Washington County Cable Access Channel 28. The replay schedule for Council meetings can be found at www.tvctv.org.

Your City government welcomes your interest and hopes you will attend the City of Tualatin City Council meetings often.

- SEE ATTACHED AGENDA -

PROCESS FOR LEGISLATIVE PUBLIC HEARINGS

A “legislative” public hearing is typically held on matters which affect the general welfare of the entire City rather than a specific piece of property.

1. The Mayor opens the public hearing and identifies the subject.
2. A staff member presents the staff report.
3. Public testimony is taken.
4. The Council then asks questions of staff, the applicant or any member of the public who testified.
5. When the Council has finished its questions, the Mayor closes the public hearing.
6. When the public hearing is closed, Council will then deliberate to a decision and a motion will be made to either approve, deny, or “continue” the public hearing.

PROCESS FOR QUASI-JUDICIAL PUBLIC HEARINGS

A “quasi-judicial” public hearing is typically held for annexations, planning district changes, variances, conditional use permits, comprehensive plan changes, and appeals from subdivisions, partitions and architectural review.

1. The Mayor opens the public hearing and identifies the case to be considered.
2. A staff member presents the staff report to the Council.
3. Public testimony is taken:
 - a) In support of the application
 - b) In opposition or neutral
4. The Council then asks questions of staff, the applicant or any member of the public who testified.
5. When the Council has finished its questions, the Mayor closes the public hearing.
6. When the public hearing is closed, Council will then deliberate to a decision and a motion will be made to either approve, approve with conditions or deny the application, or “continue” the public hearing.

TIME LIMITS FOR PUBLIC HEARINGS

The purpose of time limits on public hearing testimony is to provide all interested persons with an adequate opportunity to present and respond to testimony. All persons providing testimony **shall be limited to 3 minutes**, subject to the right of the Mayor to amend or waive the time limits.

EXECUTIVE SESSION INFORMATION

Executive session is a portion of the Council meeting that is closed to the public to allow the Council to discuss certain confidential matters. No decisions are made in Executive Session. The City Council must return to the public session before taking final action.

The City Council may go into Executive Session under the following statutory provisions to consider or discuss: *ORS 192.660(2)(a)* the employment of personnel; *ORS 192.660(2)(b)* the dismissal or discipline of personnel; *ORS 192.660(2)(d)* labor relations; *ORS 192.660(2)(e)* real property transactions; *ORS 192.660(2)(f)* non-public information or records; *ORS 192.660(2)(g)* matters of commerce in which the Council is in competition with other governing bodies; *ORS 192.660(2)(h)* current and pending litigation issues; *ORS 192.660(2)(i)* employee performance; *ORS 192.660(2)(j)* investments; or *ORS 92.660(2)(m)* security issues. **All discussions within this session are confidential.** Therefore, nothing from this meeting may be disclosed by those present. News media representatives are allowed to attend this session (unless it involves labor relations), but shall not disclose any information discussed during this session.



A. CALL TO ORDER
Pledge of Allegiance

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

Page No.

1. Youth Advisory Council Update.....
2. Commuter Rail and High Speed Rail Updates
3. Award for Excellence in Environmental Design Library – *Skip Stanaway, SRG Partnership*
4. “Recycle at Work” Award – *Presented by Washington County*
5. New Employee Introductions – *Rick Bucholz, Information Services*
Ben Bryant, City Manager’s Office

C. CITIZEN COMMENTS

This section of the agenda allows citizens to address the Commission regarding any issue not on the 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.

D. CONSENT AGENDA (Item Nos. 1 – 5)

Page No.

The Consent Agenda will be enacted with one vote. The Mayor will first ask the staff, the public and Councilors if there is anyone who wishes to remove any item from the Consent Agenda for discussion and consideration. The matters removed from the Consent Agenda will be considered individually at the end of this Agenda under “Items Removed from the Consent Agenda.” The entire Consent Agenda, with the exception of items removed to be discussed under “Items Removed from the Consent Agenda,” is then voted upon by roll call under one motion.

1. Approval of the Minutes of the Work Session and Meeting of July 26, 2010.....
2. Resolution No. **4998-10** Approving Amendment No.4 to the Intergovernmental
Agreement between Washington County and the City of
Tualatin for the Coordination of Activities related to the
U.S. Department of Homeland Security’s Urban Areas
Security Initiative (UASI) Grant Program
3. Resolution No. **4999-10** Authorizing an Intergovernmental Agreement between the City.....
of Durham and the City of Tualatin for the Performance of
Police Services within the City of Durham’s Boundaries
4. Resolution No. **5000-10** Authorizing the Establishment of a Health Reimbursement
Arrangement/Voluntary Employees’ Beneficiary Association
(“HRA VEBA”) Plan
5. Resolution No. **5001-10** Awarding the Bid for the RV Park of Portland Sanitary Sewer
Improvements

E. PUBLIC HEARINGS – Legislative or Other

None.

F. PUBLIC HEARINGS – Quasi-Judicial

None.

G. GENERAL BUSINESS

None.

H. 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.

I. COMMUNICATIONS FROM COUNCILORS

J. EXECUTIVE SESSION

K. ADJOURNMENT



CITY COUNCIL SIGN-UP SHEET

DATE: August 9, 2010

PLEASE COMPLETE TO GIVE TESTIMONY

LIMIT TESTIMONY TO THREE MINUTES

	<i>(PLEASE PRINT CLEARLY)</i> Name	Address	E-mail	Representing	Agenda Item(s) or Citizen Comments
1.	Jennifer Pitt	10915 SW Byron Ter	ericjedi@aol.com		CC
2.	Scott Campbell	10925 SW Byron Ter	scott.campbell@comcast.net		CC
3.	Larry Harvey	8600 SW St Helens	harvey@pacwestcom.com		CC
4.	Terri Ward, CPA	Tualatin	terri@terriward.com		CC
5.	Kevin O'Donnell	Tualatin	kgodonnell@yahoo.com		
6.					
7.					
8.					



CITY COUNCIL SIGN-UP SHEET

PLEASE COMPLETE TO GIVE TESTIMONY

Page 2 of 2

DATE: August 9, 2010

LIMIT TESTIMONY TO THREE MINUTES

	<i>(PLEASE PRINT CLEARLY)</i> Name	Address	E-mail	Representing	Agenda Item(s) or Citizen Comments
1.	Cathy Holland	10740 SW Lucas		Protect Quality Parks	CP
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Council Update August 9, 2010

TUALATIN YOUTH ADVISORY COUNCIL

Movies on the Commons

- Around 200 people at each movie
- Audience loves the new screen!
- Next movies: The Goonies (August 14) and Up (Aug. 21)
 - *And a special bonus movie, Saturday, August 28 at Brown's Ferry Park – Pirates of the Caribbean At World's End!*



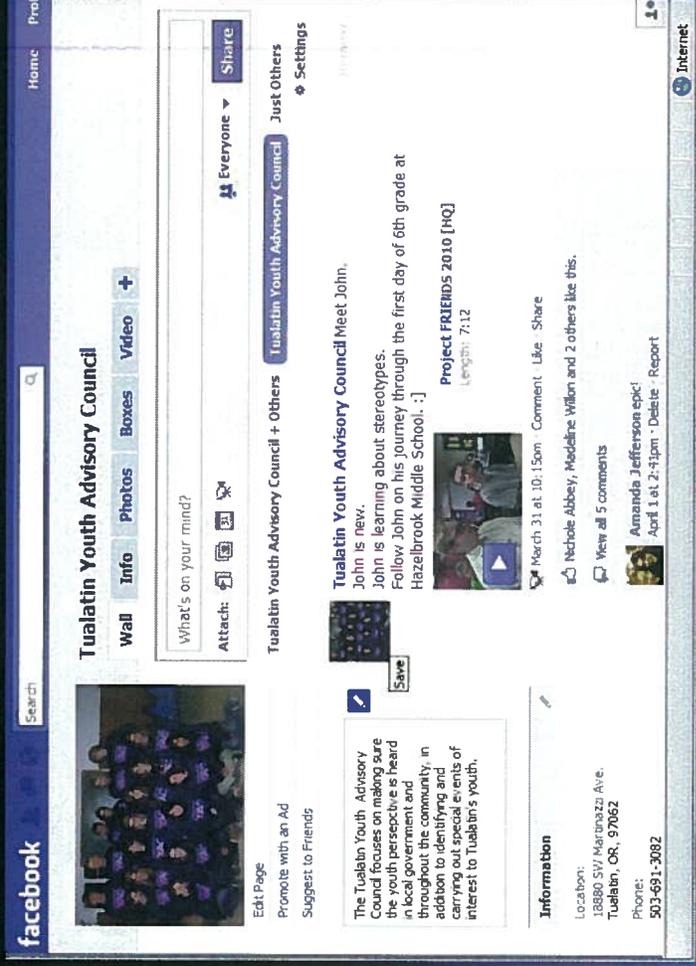
TualaFest 2010



- Teen Battle of the Bands
- Friday, August 13th, 6-9pm
- Tualatin Community Park
- This year's bands include Nyborg, Paper & Plastic, and Chasing Reason. Special guest appearance by last year's champions Stumptown Creations!

Other YAC activities

- New member interviews began August 5th, continue through Aug. 19th.
- Become a fan of the YAC on Facebook!



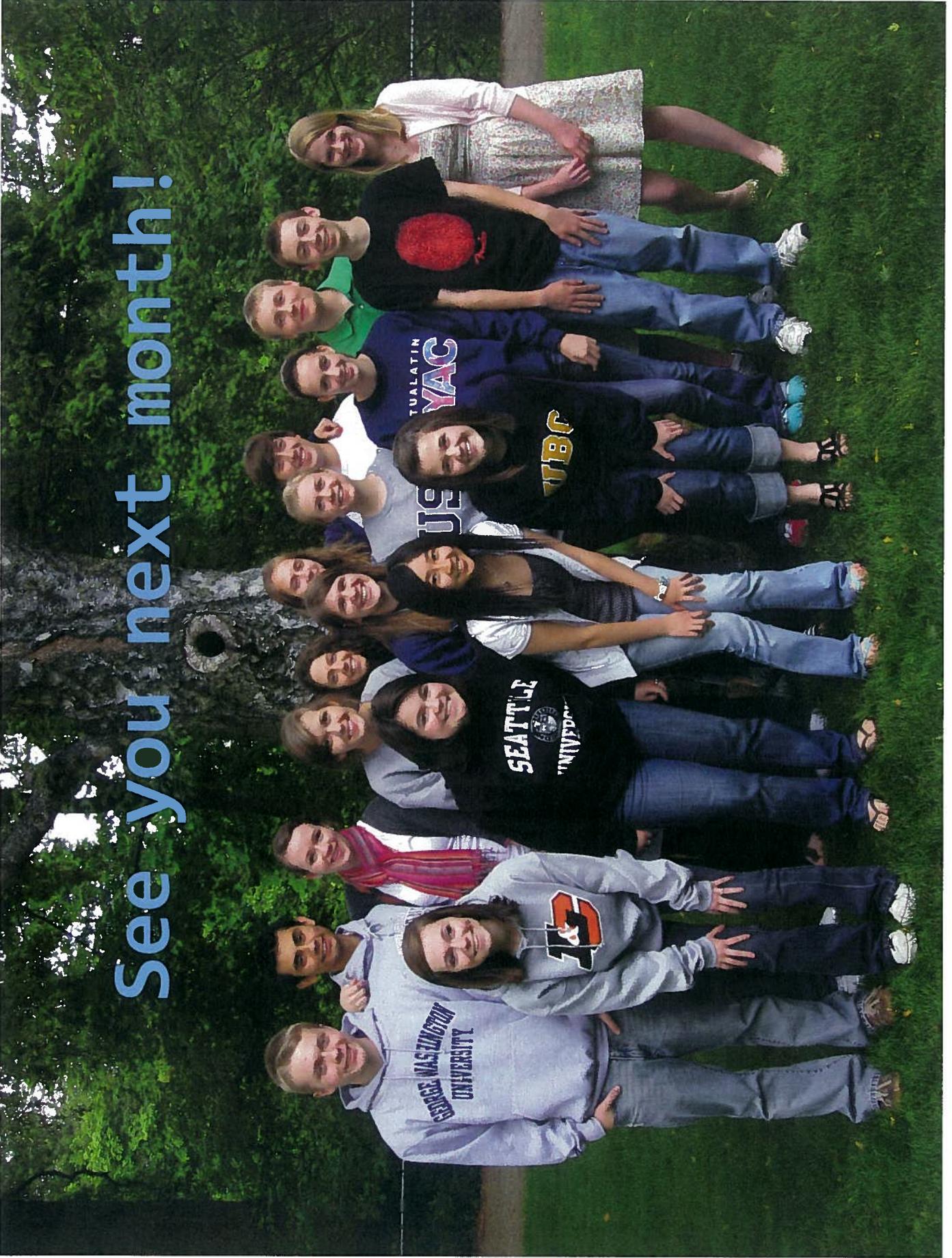
The screenshot shows the Facebook profile page for the Tualatin Youth Advisory Council. The page header includes the Facebook logo, a search bar, and navigation links for Home and Prof. The main content area features a cover photo of a group of young people, a profile picture, and a bio. The bio states: "The Tualatin Youth Advisory Council focuses on making sure the youth perspective is heard in local government and throughout the community, in addition to identifying and carrying out special events of interest to Tualatin's youth." Below the bio is an "Information" section with the following details: Location: 18880 SW Martinazzi Ave, Tualatin, OR, 97062; Phone: 503-691-3082. The page also displays a "Wall" section with a post from "Tualatin Youth Advisory Council + Others" dated March 31 at 10:15am. The post includes a video thumbnail and text: "Tualatin Youth Advisory Council Meet John. John is new. John is learning about stereotypes. Follow John on his journey through the first day of 6th grade at Hazelbrook Middle School. :] Project FRIENDS 2010 [HQ] Length: 7:12". The post has 5 comments, with one from Amanda Jefferson posted on April 1 at 2:41pm. The page footer shows the Internet Explorer browser interface.

Coming Soon...

- Haunted House 2010!
- International Walk + Bike to School Day
- West Coast Giant Pumpkin Regatta
- And lots, lots more!



See you next month!



Submitted to the record by Chamber Government Affairs Council under Citizen Comments portion of the meeting on 8/9/10.

Memorandum

July 22, 2010

TO: Christine Moore - Tualatin Chamber President

FROM: Terri Ward/Larry Harvey – GAC Co-Chairs

CC: Linda Moholt – Chamber CEO

RE: **REPORT ON PROPOSED CITY CHARTER AMENDMENT TO PROTECT PUBLIC PARKS**

On Monday, June 21, 2010, the Tualatin Chamber of Commerce Government Affairs Council met to consider information regarding a proposed amendment to the City Charter regarding Chapter 9, which addresses the matters of public parks within the City. The minutes of the GAC reflect members of the committee who attended and listened to the information. Also in attendance were Kathy Newcomb and Cathy Holland, representing Friends of North Tualatin, n/k/a Protect Tualatin Parks, the proponents of the charter amendment. Paul Hennon, director of the Tualatin Parks & Recreation Department also attended, as did Mark Fryburg, government affairs representative for Portland General Electric.

The proponents of the charter were given the floor and presented a written copy of the potential amendment and explained orally their concerns and how those concerns would be addressed through the passage of their proposal. The proponents voiced concerns of the proposed growth rate within the City of Tualatin and the potential impact current and future growth could have upon the City in general but especially the parks. They also voiced concern that procedures governing operation of the City parks are not documented and this is a serious matter that needs to be addressed.

The proponents raised additional concerns over the current transportation plan for Tualatin that includes some proposed developments that could be detrimental to City parks. The specific example provided was the proposed extension of Herman Road that would have been overlaid through City park property to accommodate the growing traffic congestion on Tualatin-Sherwood Road. That project was contained in Alternative 7, which was produced by the Highway 99/I-5 Connector Task Force. While Alternative 7 was never adopted, the concerns for the parks and the potential community development impacts remain and the proposed charter amendment would address the concerns of Friends of North Tualatin.

The proposed strategy of Friends of North Tualatin at the time of their presentation was to place an initiative on the ballot for the November 2010 election that would amend the City charter to prohibit the “transfer, sale, vacation or major changes of the use of any city park without first obtaining an approving vote of the legal voters of [sic] the city.” The document presented to the

GAC members provided greater detail on definitions of “major change,” “parks” and what is meant to “vacate” property that is designated as City park property. Section 49 of the proposed amendment further clarifies what could not be done without voter approval, including the construction of roads and parking lots, other permanent above-ground structures that are not absolutely necessary to the operation of the park itself. This would affect utility and power lines as well as motor vehicle bridges. Until such a project can be placed on a ballot before the electorate and approved by a majority of the voters, such activities could not take place. (It should be noted that as of August 3, 2010, Friends of North Tualatin failed to submit enough signatures to have the measure placed on the November ballot but have stated they will try to place the measure on a March 2011 Special Election ballot).

Paul Hennon, from Tualatin City Parks Department spoke next and stated the City has done some initial testing of the language in the proposed charter amendment, particularly as it could be applied to transportation planning, utilities needed for residents and businesses, and the proper management of storm water in the City. He advised the group that TPARK had stated the committee could support an amendment to the charter under certain conditions but thinks the language in the proposal amendment needs to be cleaned up. Specifically there seems to be concerns regarding the precise definition of some of the terms used in the proposal. There was also a question raised at a recent TPARK meeting regarding resolution of significant utility issues, such as the permission for construction of a pump station by Clean Water Services, if a proposal was placed on the ballot and it failed to build such a project and the measure failed. In this case, it is unclear how the City would address infrastructure issues like managing storm water and drainage if the electorate did not support measures at the ballot for proposed infrastructure to meet DEQ requirements. This scenario could definitely present potential problems with the Oregon DEQ agencies and the federal EPA.

Mark Fryburg, a local government affairs representative from PGE, then took the floor to explain the perspective of a public utility charged with providing energy to local businesses and residents should such a ballot measure be passed. Mark expressed concerns regarding the negative impacts upon the economic climate and economic development within the City if the ballot measure’s passage resulted in the restriction of getting energy to property in the development areas of town. Passage could also have adverse impacts on residents if PGE’s ability to provide affordable energy to Tualatin residents as the region continues to grow in population is negatively hampered. The growth projects are robust and there is no doubt that at some point, PGE will need to establish power lines that could cross over the boundaries of a Tualatin park. Awaiting voter approval creates time delays that are simply translated into higher costs for all energy. Mark also stated the proposed language is not clear about how existing utility lines and operations would be affected or if these were grandfathered into the law as pre-existing. Denial of permits to proceed with infrastructure developments could result in litigation between municipalities and local providers, if not between adjacent cities that. Mark stated PGE is opposed to the measure as it is currently written.

The information gathering closed with Friends of North Tualatin assuring the committee they did not believe there would be any unfavorable or unintended consequences. They advised the GAC that the counsel who helped draft the language for the ballot measure is Dan Kerns. Finally they urged the committee to support the initiative. After the meeting, the members of the committee

were given an additional opportunity to provide remarks and confidential comments but nothing has been received to date.

RECOMMENDATION:

The Friends of North Tualatin have identified a significant concern regarding future growth and development - that is the City must continue to be diligent about its planning, particularly with regard to the livability of the community. Public parks are integral to Tualatin's livability and the City planners have done a decent job of identifying and creating parks and recreational centers for residents of all ages. The lack of documentation regarding operational procedures and principles is disappointing and the City Council, Mayor and City Manager should make every effort to resolve this issue as quickly as possible. Proper maintenance and the development of future parks should not be left to institutional memory and the diligence of just one or two people. City Manager Sherilyn Lombos clarified that the City adheres to guidelines provided by Metro ordinance, but that it may serve the community better to establish City guidelines that are clearly discernable. Clarity and a glossary of terms for the direction of future leaders is fundamental to the sustainability of the City and its park system.

Nevertheless, these issues are operational issues and should be addressed by City management. No ordinances or charter amendments are needed to operate and manage the parks system more efficiently and effectively. This should become a priority of TPARK and acted upon as soon as possible for the improvement not just of parks operations, but of community relations between the City and its constituency.

The concerns regarding definitions and clarity are legitimate, particularly in regard to the potential application of some prescriptive direction and prohibitions within the proposed charter amendment. The implementation of direct democracy for all development policies that may cross paths with any City park could also prove to be problematic, if not even crippling, to the future creation of family-wage jobs in and around Tualatin. Also, since it is not clear as to whether or not existing uses, developments and already authorized developments would be "grandfathered" into the charter and therefore exempted, such an issue could create tremendous unanticipated expense for builders, developers and employers. An additional outcome of such a situation could be exhaustive litigation brought against the City, which could also cause cost overruns on some projects and dramatically increase the costs of some development projects. What has not been determined by the City is the overall cost of administering this new City task to ensure it is properly enforced and ballot measures are properly referred when necessary. These are actually expenses that would be weighed against the provision of other critical services. Such other services that might be considered for reductions could include a reduction of library hours, limitation on neighborhood programs for children or other projects that would normally fall to budget reductions as revenue becomes even scarcer.

Since the maintenance of the City parks is so integral to Tualatin's livability and the future economic development of the community, the issues regarding management and development could and should be addressed. Allowing the City Council to assume its proper role of leadership in directing these efforts would most likely result in a less ambiguous and more sustainable policy that could be achieved through the public ordinance process. This strategy would most

likely serve a large number of the citizens of Tualatin more fairly while addressing the issues that seem to be driving the interest of the Friends of North Tualatin in the charter amendment.

Therefore, it is the recommendation of the Government Affairs Council to the Board of Directors of the Tualatin Chamber of Commerce that an offer be presented to both the City Council and the Friends of North Tualatin to create a less ambiguous proposal that would address the identified needs and concerns without the cumbersome requirements of placing every major parks transaction before the voters for approval and that the City Council then adopt such a proposal as soon as legislatively possible.

As for the current proposed charter amendment to utilize a direct democracy requirement for all parks transactions, the detriments seem to outweigh the potential attributes of such a proposal and it is NOT recommended that the Board support the proposal as it is currently written.

Terri Ward, Co-Chair

Larry Harvey, Co-Chair

Date

Date



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 8/9/10
Recording Secretary M. Smith

TO: Honorable Mayor and Members of the City Council

FROM: Sherilyn Lombos, City Manager

DATE: August 9, 2010

SUBJECT: APPROVAL OF THE MINUTES FOR THE WORK SESSION
AND MEETING OF JULY 26, 2010

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the minutes of the Work Session and Meeting of July 26, 2010.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

FINANCIAL IMPLICATIONS:

There are no financial impacts associated with this item.

Attachments: A. Minutes



TUALATIN CITY COUNCIL WORK SESSION MINUTES OF JULY 26, 2010

PRESENT: Mayor Lou Ogden; Councilors Chris Barhyte, Monique Beikman, Joelle Davis, Jay Harris, Donna Maddux, and Ed Truax; Sherilyn Lombos, City Manager; Brenda Braden, City Attorney; Doug Rux, Community Development Director; Mike McKillip, City Engineer; Don Hudson, Finance Director; Paul Hennon, Community Services Director; Dan Boss, Operations Director; Carina Christensen, Assistant to the City Manager; Eric Underwood, Development Coordinator; Maureen Smith, Recording Secretary

ABSENT: None.

*[Unless otherwise noted, **MOTION CARRIED** indicates all in favor.]*

A. CALL TO ORDER

Mayor Ogden called the work session to order at 5:05 p.m.

Council reviewed the Consent Agenda with no changes.

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

1. Mayor Ogden initiated a discussion on the proposed Parks Charter Amendment Initiative and whether Council should refer it to the voters to place on the ballot for the November 2, 2010 election. He explained the time issues, etc. and asked Council for their comments on referral for November. If there is interest in referring the issue, a staff report will be on the August 9, 2010 Council agenda to be able to meet timelines for the November ballot.

City Manager Sherilyn Lombos explained what would be required to enable placement on the ballot, which would be an explanatory statement to be written by the City Attorney. Councilor Maddux said she is not in favor of referral, as a referral takes a City initiative issue, of which this is not. Councilor Harris said he would be interested in doing some type of referral at another time, but not with the current proposed initiative language. Discussion followed on being able to meet timeline in November versus waiting until the March 2011 election or thereafter. Mayor Ogden said if Council waits until March it could give Council the opportunity to look at "tightening" any ordinances, etc. to respond to citizen concerns about parks. After brief discussion except for Council President Barhyte, all Council present was not in favor of referring the charter amendment to the November 2010 ballot, and to let the initiative follow its own path. City Manager Lombos noted that staff will be looking at the accreditation process with the National Recreation and Parks Association (NRPA), and see where any enhancements could be done.

2. *Citizen Involvement Ad Hoc Committee*

Mayor Ogden gave a brief explanation of the process to date of creating an ad hoc committee to increase community involvement. Discussion followed. Council President Barhyte said he is in favor of getting a committee going. Councilor Beikman said she did have some concerns, and noted there are not any suggested members from her area of Tualatin, however it was noted by audience member Jan Guinta that there are still some openings available, and Councilor Beikman said she would be comfortable moving forward with this. Councilor Maddux agreed. Councilor Truax said he doesn't want to discourage it, but wants to gain a better understanding of what this group is going to do. His understanding is the group is going to work on establishing neighborhood associations, and he would like to see a step-by-step process. Councilor Davis said by the time the first meeting of the committee is held, they should have some type of proposed plan.

Discussion followed on whether to have another conversation either at a work session or Council meeting on the process and goals of the ad hoc committee group. It was restated that Councilors Barhyte, Maddux and Truax are the Council representatives for the group and would be attending the meetings to give any input, etc.

A break was taken from 5:39 p.m. to 5: 46 p.m.

3. *Mitigating the Effects on Development of Public Sewer, Stormwater and Waterlines (this item was postponed)*

4. *WCCLS Local Option Levy Update and Voter Information Materials*

Community Services Director Paul Hennon and Library Manager Abigail Elder presented information on the Washington County Cooperative Library Services (WCCLS) levy. It would be a five year levy, and would mean approximately 25% of the library's budget. WCCLS will provide voter factual information. Staff is proposing a couple of mailers, etc. and would expect to spend about \$10,000. Community Services Director Hennon explained what the information could include with FAQs.

Discussion followed. It was asked about the WCCLS history of levies, and it was suggested to get information and explanation to the Clackamas County portion of Tualatin, and would not be an additional tax for them. Council said to move forward with basic voter information, and it was noted it is important for citizens to know what the impacts would be to the Tualatin Library.

The work session recessed at 6:04 p.m. and reopened at 6:14 p.m. and went into executive session pursuant to ORS 192.660(2)(h) to discuss current and pending litigation issues.

The work session reopened at 6:48 p.m.

C. CITIZEN COMMENTS – N/A

D. CONSENT AGENDA

Council reviewed the Consent Agenda at the beginning of the work session with no changes.

E. PUBLIC HEARINGS – Legislative or Other

N/A

F. PUBLIC HEARINGS – Quasi-Judicial

N/A

G. GENERAL BUSINESS

1. Ordinance No. 1307-10 Allowing Reimbursement to the City or the Tualatin Development Commission Projects for Street Improvements and Amending TMC 2-5-060
-

MOTION by Councilor Harris, SECONDED by Councilor Maddux for a first reading by title only. MOTION by Councilor Harris, SECONDED by Councilor Maddux for a second reading by title only. MOTION CARRIED. The poll was unanimous. MOTION by Councilor Harris, SECONDED by Councilor Maddux to place adoption of the ordinance on the Consent Agenda. MOTION CARRIED.

H. ITEMS REMOVED FROM CONSENT AGENDA – N/A**I. COMMUNICATIONS FROM COUNCILORS**

None.

J. EXECUTIVE SESSION

Mayor Ogden noted an executive session pursuant to ORS 192.660(2)(h) regarding current and pending litigation issues was held earlier in the work session.

K. ADJOURNMENT

The work session adjourned at 6:52 p.m.

Sherilyn Lombos, City Manager

Recording Secretary / Maureen Smith





City of Tualatin

www.ci.tualatin.or.us

APPROVED BY TUALATIN CITY COUNCIL
Date: 8/9/10
Recording Secretary: M. Smith

TUALATIN CITY COUNCIL MEETING MINUTES OF JULY 26, 2010

PRESENT: Mayor Lou Ogden, Councilors Chris Barhyte, Monique Beikman, Joelle Davis, Jay Harris, Donna Maddux, and Ed Truax; Sherilyn Lombos, City Manager; Brenda Braden, City Attorney; Mike McKillip, City Engineer; Doug Rux, Community Development Director; Paul Hennon, Community Services Director; Kent Barker, Police Chief; Carina Christensen, Assistant to the City Manager, Maureen Smith, Recording Secretary

ABSENT: None.

[Unless otherwise noted, MOTION CARRIED indicates all in favor.]

A. CALL TO ORDER

Mayor Ogden called the meeting to order at 7:02 p.m.

The Pledge of Allegiance was led by Councilor Davis.

B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

1. *National Night Out Presentation – Jennifer Massey, Police Department*
Program Coordinator Jennifer Massey presented information on the upcoming National Night Out program on August 3, 2010. Ms. Massey said it is a national program highlighting neighborhood spirit and police-community partnerships. and is great opportunity for neighbors to get together and show their support for their community. There are 12 events planned and it is not too late to sign up for an event. Ms. Massey said to contact her or go to the website at www.nationalnightout.org.
2. *New Employee Introductions – Craig Anderson, Finance*
Finance Director Don Hudson introduced new Accounting Supervisor Craig Anderson and gave a brief background. Council welcomed Mr. Anderson to the City.

C. CITIZEN COMMENTS

Steve Titus, 10170 SW Sedlak Court, Tualatin, OR, said he attended the Southwest Concept Plan Open House, to see if the I-5 / 99W connector was included in the plan, along with other proposed roads in the Plan. He was surprised at moving forward with additional acreage being brought into the city and the acreage in Sherwood on the Tonquin employment area without taking into consideration a connector. Mr. Titus quoted text from the plan on the transportation issues, but noted the 99W connector is not at all included. Mr. Titus said the connector should at least be sited before moving forward with the Southwest Concept Plan and Tonquin Employment Area.

Mayor Ogden explained the years of trying to get the I-5/99W connector alignment through. There is no southern component is correct. Could largely argue to not proceed with concept plan or employment area, but the extension of 124th south to Tonquin Road alignment, and west and south, and first increment . Recognize that there is a problem without it and keep moving forward.

Linda Moholt, Chamber of Commerce, 18191 SW Martinazzi Avenue, Tualatin, OR, was present to promote the upcoming 60th Annual Crawfish Festival. The festival is August 13-14, 2010, and the Tualatin VFW Post 3452 is the grand marshal of the parade this year, in honor of the VFW, that started the festival 60 years ago. This year's theme is "Crawfish Fiesta." Ms. Moholt welcomed all to attend. Ms. Moholt noted they are still in need of volunteers and to contact her at the Chamber if interested.

Kathy and Bob Newcomb, 17515 SW Cheyenne Way, Tualatin, OR, were present and Ms. Newcomb said as chief petitioner of the Protect Tualatin Parks group, is requesting the proposed Parks Charter Amendment initiative be referred to the November 2, 2010 ballot. She noted however, the discussion held earlier at the Council's Work Session where Council informally chose not to refer the initiative to the November ballot. She also added that the discussion at Work Session on Council looking at the City's ordinances to address the issues and concerns would likely not be acceptable to the group. They currently have 2,200 signatures, and working toward a goal to include PGE and other utilities. Ms. Newcomb said they could withdraw the initiative if everyone could come to a mutual agreement.

Mayor Ogden said if Council were to refer the charter amendment, it would need to be on the August 9, 2010 Council agenda. He noted the discussion held at this evening's work session on whether to refer the initiative, and said there was not a consensus to do that. He suggested the group work with the Chamber and the various utilities. Ms. Newcomb said there were some of the petition gatherers present and she also mentioned the transportation issue and a separate transportation committee. City Manager Lombos noted the direction of Council was to direct TPAC to review transportation issues, but not have a separate committee.

Donna Kreitzberg 11020 SW Byrom Terrace, Tualatin, OR, said she did not receive an architectural review notice for the proposed McLane Foods distribution facility and she is in the 300 foot notice area. Ms. Kreitzberg had a copy of the notice, and said she wanted to be part of the process and consequently was not able to attend the hearing that was held. She wanted to file an objection and reserves the right to comment. She also noted she attended and provided comments at the Southwest Concept Plan Open House.

Mayor Ogden suggested Ms. Kreitzberg get involved in the Citizen Involvement Committee process. Community Development Director Rux welcomed Ms. Kreitzberg to comment at the August 23, 2010 Council meeting as the Concept Plan will be on the agenda, and will be also be discussed at the next Tualatin Planning Advisory Committee (TPAC) meeting Tuesday, August 3, 2010, 7:00 p.m., held in the Council Chambers.

Rita Perez, 10965 SW Byrom Terrace, Tualatin, OR, also lives in Hedges Creek and is concerned about the Southwest Concept Plan with respect to the proposed expansion of Blake Street, which would require an expansion bridge that would be a few hundred feet from their house. She also mentioned issues with traffic and congestion. Ms. Perez said she doesn't believe the plan takes residential areas into consideration. She asked that Council and TPAC shelve the expansion and arrive at a viable alternative, and reiterated the need to have some sort of a plan where the connector roads will be to connect to I-5 and 99W. Ms. Perez suggested staff come to her home and look at how the proposed plan would affect her house and the neighborhood.

D. CONSENT CALENDAR

Item G-2 was adopted and placed on the Consent Agenda at Work Session. MOTION by Councilor Barhyte SECONDED by Councilor Davis to adopt the Consent Agenda as amended and read:

1. Approval of the Minutes of the Work Session and Meeting of July 12, 2010
 2. Resolution No. 4996-10 Adopting the July 2010 Update to the Public Works Construction Code
 3. Approval of a New Liquor License Application for Aberrant Cellars Winery
 4. Community Involvement Committee Appointments
- G-2. Ordinance No. 1307-10 Allowing Reimbursement to the City or the Tualatin Development Commission Projects for Street Improvements and Amending TMC 2-5-060

MOTION CARRIED.

E. PUBLIC HEARINGS – Legislative or Other

None.

F. PUBLIC HEARINGS – Quasi-Judicial

1. Public Hearing to Consider an Resolution for a Conditional Use Permit for Bull Mountain Heating, Air Conditioning, and Insulation, a Contractor's Shop and Equipment Storage in the Light Manufacturing (RL) Planning District at 6520 SW Rosewood Street (Tax Map 2S113AD, Tax Lot 100) (CUP-10-05)

Mayor Ogden read language required by legislation before a comprehensive plan or land-use regulation [ORS 197.763(5) and (6)] and opened the public hearing. No bias or ex parte contact noted.

Assistant Planner Colin Cortes presented the staff report and entered the entire staff report the record. This is a request for a conditional use permit for Bull Mountain Heating, Air-Conditioning and Insulation, to allow a contractor's shop and equipment storage use at the Haltiner Building site within the Light Manufacturing (ML) Planning District, located at 6520 SW Rosewood Street. Mr. Cortes noted that a contractor's office is permitted outright in the ML Planning District, while a contractor's shop and equipment storage requires a conditional use permit.

Staff recommends Council consider the staff report and supporting attachments and provide direction.

PROPOSERS/OPPONENTS – None.

COUNCIL DISCUSSION – None.

COUNCIL DELIBERATION

MOTION by Councilor Maddux, SECONDED by Councilor Truax to accept the staff report with the condition as stated, and adopt a resolution granting CUP-10-05, to allow a contractor's shop and equipment storage in the Light Manufacturing (ML) planning district.
MOTION CARRIED.

G. GENERAL BUSINESS**1. Fiscal Year 2009-2010 Tualatin Tomorrow Vision Implementation Committee Annual Report**

Frank Bubenik, Tualatin Tomorrow Vision Implementation Committee chair, presented a PowerPoint on the Vision Implementation Committee (VIC) Annual Report. Mr. Bubenik reviewed the major items that were accomplished this past year. It was mentioned that VIC held the first Tualatin Tomorrow "forum" on the Tualatin Road Extension project. Also reviewed were the goals for the VIC, and the various focus areas. In the coming year they will be refocusing on two to three focus areas, instead of the current six. Mr. Bubenik also explained how they will address sponsorship and location change of the annual Health and Safety Fair.

Councilor Beikman noted the countless hours and work that Mr. Bubenik has put into Tualatin Tomorrow and the VIC.

H. 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.

I. EXECUTIVE SESSION

Mayor Ogden noted an executive session pursuant to ORS 192.660 (2)(h) to discuss current and pending litigation issues was held during the work session.

J. COMMUNICATIONS FROM COUNCILORS

Councilor Maddux extended special thanks to Police, Operations, and Parks staff for the work that was done for ArtSplash held this past weekend. Combined with the Farmers Market and the Concerts on the Commons, it was a great time on the Commons.

K. ADJOURNMENT

MOTION by Councilor Barhyte, SECONDED by Councilor Harris to adjourn the meeting at 8:16 p.m. MOTION CARRIED.

Sherilyn Lombos, City Manager

Recording Secretary / Maureen Smith





STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 8/9/10

Recording Secretary *[Signature]*

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Kent W. Barker, Chief of Police *Kent W. Barker*

DATE: August 9, 2010

SUBJECT: RESOLUTION APPROVING AMENDMENT NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY AND THE CITY OF TUALATIN FOR THE COORDINATION OF ACTIVITIES RELATED TO THE U.S. DEPARTMENT OF HOMELAND SECURITY'S URBAN AREAS SECURITY INITIATIVE (UASI) GRANT PROGRAM

ISSUE BEFORE THE COUNCIL:

This is the fourth amendment to an existing Intergovernmental Agreement for the coordination of activities related to the purchase of equipment, supplies, professional services, and training being funded by the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program.

RECOMMENDATION:

Staff recommends the approval of the resolution

EXECUTIVE SUMMARY:

- On November 28, 2005, Council approved an Intergovernmental Agreement (IGA) with Washington County under Resolution No. 4458-05 related to the coordination of activities related to the purchase of equipment, supplies, professional services, and training being funded by the U.S. Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program.
- Purchases of interoperable communications equipment were successfully transacted during fiscal year 2005-06 through the 2005 UASI grant. During the grant request and application period for the 2006 UASI grant, the Tualatin Police Department requested funds for additional interoperable communications equipment to bring the department up to capability for a significant or protracted emergency situation in the region. On September 1, 2006, the 2006 UASI grant awards were announced and Tualatin received equipment valued at \$28,416.00.
- On January 22, 2007, Council approved the first amendment to the Intergovernmental agreement, allowing us to extend the initial agreement,

committed both parties to compliance with the Fiscal Year 2006-07 grant contract and conditions, and continued the relationships and obligations contained in the initial agreement.

- The proposed resolution simply continues the existing agreement between the City of Tualatin and Washington County to June 30, 2011 for the required coordination of activities through the initial agreement.

FINANCIAL IMPLICATIONS:

There is no fiscal impact to this resolution.

- Attachments:**
- A. Resolution
 - B. Intergovernmental Agreement
 - C. Contract Amendment Form

RESOLUTION NO. 4998-10

A RESOLUTION APPROVING AMENDMENT #4 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY AND THE CITY OF TUALATIN FOR THE COORDINATION OF ACTIVITIES RELATED TO THE U.S. DEPARTMENT OF HOMELAND SECURITY'S URBAN AREAS SECURITY INITIATIVE (UASI) GRANT PROGRAM

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

Section 1. The City Council approves and accepts the attached Intergovernmental Agreement between Washington County and the City of Tualatin for the coordination of activities related to the U.S. Department of Homeland Security's UASI Grant Program.

Section 2. The Mayor and the City Recorder are authorized and directed to execute the Intergovernmental Agreement on behalf of the City of Tualatin.

INTRODUCED AND ADOPTED this 9th day of August, 2010.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST: _____
BY _____
City Recorder

APPROVED AS TO LEGAL FORM

Brenda L. Braden
CITY ATTORNEY

AMENDMENT

This is the fourth amendment to an existing intergovernmental agreement (IGA) between Washington County, Oregon (County) and the City of Tualatin, Oregon (City) for the coordination of activities related to the purchase of equipment, supplies, professional services, and training being funded by the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program. A copy of the original IGA, identified as BCC #05-1132, and the previous amendments, identified as BCC #06-1183, BCC #08-0306, and BCC #09-0613 are attached.

Background

Washington County entered into an agreement with the City on November 28, 2005 for management of FY-05 UASI grant funds awarded to the City. The agreement committed the County to coordinate grant-related procurement, reimbursement and reporting activities with the City and obligated the City to comply with the terms of the FY-05 grant contract and with the grant procurement and reimbursement processes. The County's agreement with the City was subsequently amended following award of the FY-06, FY-07 and FY-08 UASI grants to the Portland Urban Area. Those amendments extended the initial agreement, committed both parties to compliance with the FY-06, FY-07 and FY-08 grant contract and conditions, and continued the relationships and obligations contained in the initial agreement.

The County's agreement with the City is open-ended and remains in effect until the mutual covenants expressed in the agreement have been fully satisfied or until it is terminated due to the failure of one of the parties.

Since adoption of the earlier agreement, the Portland Urban Area has been awarded a FY-09 UASI grant totaling \$6,581,436 and the adopted grant program budget includes funding for the City. The FY-09 UASI grant contract is similar to that of the FY-08 grant and the procurement and reimbursement procedures remain unchanged.

Both parties to the earlier agreement desire to continue the relationships and obligations contained in that agreement, while acknowledging and committing themselves to compliance with the FY-09 UASI grant contract and conditions.

Agreement

1. The County agrees:

To continue coordination of grant-related procurement, reimbursement, and reporting activities with the City consistent with the processes developed to manage those activities and with the City's prior UASI grant agreement with the County, as amended.

2. The City agrees:

- a) That it has read the award conditions and certifications for the FY-09 UASI grant, that it understands and accepts those conditions and certifications, and that it agrees

to comply with all the obligations and be bound by any limitations applicable to the grantee under that grant document; and

- b) To continue compliance with the purchasing and reimbursement processes required by the grants, the City's prior UASI grant agreement with the County, as amended, and the grant administrator; and
 - c) To continue compliance with all other obligations contained in the City's prior UASI grant agreement with the County, as amended.
3. The parties agree to incorporate by this reference the entire FY-09 UASI grant into this amended IGA, with the specific intent that the City will be obligated to adhere to the FY-09 UASI grant terms, obligations, and conditions to the same extent and under the exact same conditions agreed to for the FY-05, FY-06, FY-07 and FY-08 UASI grants.
4. This amendment shall be effective upon final signature of the parties, and shall continue in effect until all mutual covenants expressed in the original agreement and this amendment have been fully satisfied or until the agreement, as amended, is terminated due to the failure of one of the parties hereto to perform. All other provisions of the original intergovernmental agreement shall remain in effect.

Washington County

Tom Brian

APPROVED AS TO FORM

Tom Dark
Attorney

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # 10-179
DATE 6-8-10
BY Barbara Hejtmancik
CLERK OF THE BOARD

Date 6/8/10

[Signature]

City of Tualatin

APPROVED AS TO FORM

Brenda L. Fradette
Attorney

Date 8-9-10

Date 8-9-10

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
URBAN AREA SECURITY INITIATIVE GRANT PROGRAM –
CFDA # 97.008**

GRANT AWARD CONDITIONS AND CERTIFICATIONS

PROGRAM NAME:	Portland FY09 UASI Grant	GRANT NO:	# 09-170
SUBGRANTEE:	City of Portland Portland Office of Emergency Management (POEM)	FEDERAL AWARD:	\$6,581,436
ADDRESS:	1001 SW 5th Ave, Ste 650 Portland, OR 97204	AWARD PERIOD:	10/1/09 thru 4/30/12
PROGRAM CONTACT:	Carmen Merlo carmen.merlo@ci.portland.or.us	TELEPHONE:	(503) 823-2691
		FAX:	(503) 823-3903
FISCAL CONTACT:	Shelli Tompkins shelli.tompkins@ci.portland.or.us	TELEPHONE:	(503) 823-4187
		FAX:	(503) 823-3903

BUDGET

Equipment	
CBRNE Incident Response Vehicles	\$600,040
CBRNE Logistical Support	\$15,000
CBRNE Operational/Search and Rescue	\$82,000
Cyber Security Enhancement	\$600,000
Information Technology	\$1,165,000
Interoperable Communications	\$768,362
Other Authorized Equipment	\$16,340
Personal Protective Equipment	\$125,000
Exercises	\$100,700
Planning	\$2,659,860
Training (ODP-approved)	\$283,500
Administration	\$165,634
Total	\$6,581,436

This document along with the terms and conditions and grant application attached hereto and any other document referenced constitute an agreement between the Oregon Military Department, Office of Emergency Management (OEM) and the Subgrantee. No waiver, consent, modification or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Subgrantee and OEM. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Subgrantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, and/or damages to OEM.



TERMS AND CONDITIONS

I. Conditions of Award

- A. The Subgrantee agrees to operate the program as described in the application and to expend funds in accordance with the approved budget unless the Subgrantee receives prior written approval by OEM to modify the program or budget. OEM may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OEM. Failure of the Subgrantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- B. To ensure consistency among statewide planning efforts, the Subgrantee agrees to coordinate grant funded planning projects with OEM, to include assistance with the creation of a scope of work, review and approval of service providers, and overall project direction.
- C. The Subgrantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
- D. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- E. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- F. By accepting FY 2009 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Resource Center at <http://www.fema.gov/emergency/nims/>.
- G. Administrative Requirements, Retention and Access to Records, and Audits.
 1. Administrative Requirements. The Subgrantee agrees to comply with all financial management and procurement requirements, including competitive bid processes and other procurement requirements, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and the Office of Management and Budget (OMB) Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
 - a. Administrative Requirements. 44 CFR Part 13 (Grants and Cooperative Agreements to State and Local Governments) and 2 CFR Part 215 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).
 - b. Cost Principles. 2 CFR Part 225 (State, Local, and Tribal Governments); Part 220 (Educational Institutions); 2 CFR Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
 - c. Audit Requirements. OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).
 2. Retention of Records. All financial records, supporting documentation, and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.

3. Access to Records. OEM, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Subgrantee and any contractors or subcontractors of the Subgrantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
4. Audits. If the Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, the Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If the Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, the Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section I.G.3 herein.
5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If the Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

H. Procurement Standards.

1. The Subgrantee shall follow the same policies and procedures used for procurement from its non-Federal funds. The Subgrantee shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.
2. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
3. The Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
4. The Subgrantee agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

I. Property/Equipment Management and Records Control, and Retention of Records:

1. Property/Equipment Management and Records Control. The Subgrantee agrees to comply with all requirements set forth in 44 CFR Part 13 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the following requirements:
 - a. All property/equipment purchased under this agreement, whether by the Subgrantee or a subcontractor, will be recorded and maintained in the Subgrantee's property/equipment inventory system.
 - b. The Subgrantee shall maintain property/equipment records that include: a description of the property/equipment; the manufacturer's serial number, model number, or other identification number; the source of the property/equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost; the location, use and condition of the property/equipment; and any ultimate disposition data including the date of disposal and sale price of the property/equipment.

- c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
 - d. The Subgrantee agrees that, when practicable, any property/equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security".
 - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - f. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage, or theft shall be investigated.
 - g. The Subgrantee must adequately safeguard all such property/equipment and must assure that it is used solely for authorized purposes.
 - h. If the Subgrantee is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
 - i. The Subgrantee shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and the subgrantees who receive pass-through funding from this grant agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of five years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the Homeland Security Grant Program - Urban Area Security Initiative (UASI) shall vest in the Subgrantee agency that purchased the property/equipment, if it provides written certification to OEM that it will use the property/equipment for purposes consistent with the Homeland Security Grant Program - Urban Area Security Initiative (UASI).

J. Funding.

- 1. Matching Funds. This Grant does not require matching funds.
- 2. Allowable Costs. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Fiscal Year 2009 Homeland Security Grant Program guidance and application kit.
- 3. Supplanting. The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with the Homeland Security Grant Program - Urban Area Security Initiative (UASI) guidelines.

K. Reports. Failure of the Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.

1. Performance Reports.

The Subgrantee agrees to submit performance reports on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2009 Homeland Security Grant Program - Urban Area Security Initiative (UASI) and how they address identified project specific goals and objectives.

Reports are due December 31, 2009; March 31, 2010; June 30, 2010; September 30, 2010; December 31, 2010; March 31, 2011; June 30, 2011; September 30, 2011; December 30, 2011; and June 30, 2012.

Any Performance Report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. The Subgrantee must receive prior written approval from OEM to extend a performance report requirement past its due date.

2. Financial Reimbursement Reports.

- a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR) which includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of the grant agreement. At a minimum, RFRs must be received no later than January 29, 2010; April 30, 2010; July 30, 2010; October 29, 2010; January 31, 2011; April 29, 2011; July 29, 2011; October 31, 2011; January 31, 2012; April 30, 2012; and May 31, 2012.

Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.

- b. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
- c. Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that no grant funds may be used for expenses incurred before October 1, 2009 or after April 30, 2012.
- d. The Subgrantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. OEM shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.
3. Audit Reports. The Subgrantee shall provide OEM copies of all audit reports pertaining to this Grant Agreement obtained by the Subgrantee, whether or not the audit is required by OMB Circular A-133.

L. Indemnification.

The Subgrantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of the Subgrantee, its officers, employees, subcontractors, or agents under this grant.

The Subgrantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

The Subgrantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, OEM, and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

M. Copyright and Patents.

1. Copyright. If this agreement or any program funded by this agreement results in a copyright, OEM and the U.S. Department of Homeland Security reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which the Subgrantee, or its contractor or subcontractor, purchases ownership with grant support.
2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Subgrantee or any of its contractors or subcontractors shall immediately notify OEM. OEM will provide the Subgrantee with further instruction on whether protection on the item will be sought and how the rights to the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

- N. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between OEM (and/or any other agency or department of the State of Oregon) and the Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Subgrantee, by execution of this agreement, hereby consents to the In Personam Jurisdiction of said courts.
- O. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to the Subgrantee or OEM at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- P. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of OEM, the Subgrantee, and their respective successors and assigns, except that the Subgrantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OEM.
- Q. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section I. G (Administrative Requirements, Retention and Access to Records, and Audits); Section I. H (Procurement Standards); Section I. I (Property/Equipment Management and Records Control, and Retention of Records); Section I. K (Reports); and Section I. L (Indemnification).
- R. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- S. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

II. Subgrantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17.) The Subgrantee shall establish procedures to provide for effective use and/or dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying. The Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying* (http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr18_07.html). The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GPD.
- C. Compliance with Applicable Law. The Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this agreement, including but not limited to:

1. Administrative Requirements set forth in 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
2. Cost Principles set forth in 2 CFR Part 225, State, Local, and Tribal Governments; Part 220, Educational Institutions; Part 230, Non-Profit Organizations; and Federal Acquisition Regulation (FAR) Part 31.2, Contracts with Commercial Organizations.
3. Audit Requirements set forth in OMB Circular A-133, Audits of States, Local governments, and Non-Profit Organizations.
4. The provisions set forth in 44 CFR Part 7, Non-Discrimination in Federally-Assisted Programs; Part 9, Floodplain Management and Protection of Wetland Procedures; Part 10, Procedures for Implementing the National Environmental Policy Act; and Federal laws or regulations applicable to Federal assistance programs.
5. The Freedom of Information Act (FOIA), 5 U.S.C. §552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
6. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
7. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
8. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
9. National Energy Conservation Policy and Energy Act (NECPEA). None of the funds made available through this program shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the NECPEA (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby) and/or section 303 of the Energy Policy Act of 1992 (42 USC13212).
10. National Environmental Policy Act of 1969; 42 USC 4321 et seq.
11. Clean Air Act, 42 USC 7401 et seq.
12. Clean Water Act, 33 USC 1368 et seq.
13. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
14. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
15. Endangered Species Act of 1973, 16 USC 1531 et seq.
16. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
17. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
18. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
19. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
20. Indian Self-Determination Act, 25 USC 450E
21. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
22. Animal Welfare Act of 1970, 7 USC 2131 et seq.
23. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
24. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

D. Certification of Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

1. Certification of Non-discrimination and Civil Rights Compliance. The Subgrantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or gender. The Subgrantee, and all its contractors and subcontractors, assures compliance with the following laws, including but not limited to:
 - a. Nondiscrimination Regulation 44 CFR Part 7;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended;
 - c. Title II of the Americans with Disabilities Act (ADA) of 1990;
 - d. The Age Discrimination Act of 1975.

In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or

gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to the Oregon Military Department, Office of Emergency Management (OEM).

2. Equal Employment Opportunity Program. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this agreement. The Subgrantee must maintain a current copy on file.
3. Services to Limited English Proficient (LEP) Persons. National origin discrimination includes discrimination on the basis of limited English proficiency. Recipients of federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important benefits, programs, information and services. For additional information, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. The Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.
2. The Subgrantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, upon specific request from the U.S. Department of Homeland Security, agrees to cooperate with the U.S. Department of Homeland Security in any preparation by the U.S. Department of Homeland Security of a national or program environmental assessment of that funded program or activity.

F. Certification Regarding Drug Free Workplace Requirements. The Subgrantee certifies that it will provide a drug-free workplace. There are two general requirements if you are a recipient other than an individual.

1. First, you must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Briefly, those measures are to:
 - a. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see 44 CFR Part 17.6); and
 - b. Take actions concerning employees who are convicted of violating drug statutes in the workplace.
2. Second, you must identify all known workplaces under your Federal awards.

Additional information can be referenced at:

http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr1_08.html

III. Suspension or Termination of Funding

The Oregon Military Department, Office of Emergency Management may suspend funding in whole or in part, terminate funding, or impose another sanction on a Homeland Security Grant Program - Urban Area Security Initiative (UASI) recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the Homeland Security Grant Program - Urban Area Security Initiative (UASI) program guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the approved Project Justification(s).
- C. Failure to adhere to the requirements of the grant award and standard or special conditions.
- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline. Before imposing sanctions, the Office of Emergency Management will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the problem informally.

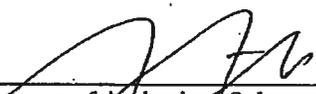
IV. Subgrantee Representations and Warranties

The Subgrantee represents and warrants to OEM as follows:

- A. Existence and Power. The Subgrantee is a political subdivision of the State of Oregon. The Subgrantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority, No Contravention. The making and performance by the Subgrantee of this Agreement (a) have been duly authorized by all necessary action of the Subgrantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of the Subgrantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the Subgrantee is a party or by which the Subgrantee or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of the Subgrantee and constitutes the legal, valid, and binding obligation of the Subgrantee, enforceable in accordance with its terms.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the Subgrantee of this Agreement.

 12/18/09

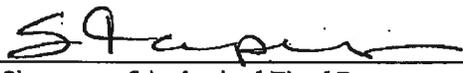
David Cassel, Domestic Preparedness Manager
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
(503) 378-2911 ext 22226
Date

 12/11/09

Signature of Authorized Subgrantee Official
Date

Sam Adams, Mayor - City of Portland

Name/Title



Signature of Authorized Fiscal Representative of Subgrantee Agency
Date

Shelli Tompkins - Sr. Mgmt Analyst

Name/Title

AMENDMENT

This is the third amendment to an existing intergovernmental agreement (IGA) between Washington County, Oregon (County) and the City of Tualatin, Oregon (City) for the coordination of activities related to the purchase of equipment, supplies, professional services, and training being funded by the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program. A copy of the original IGA, identified as BCC #05-1132, and the previous amendments, identified as BCC #06-1183 and BCC 08-0306 are attached.

Background

Washington County entered into an agreement with the City on November 28, 2005 for management of FY-05 UASI grant funds awarded to the City. The agreement committed the County to coordinate grant-related procurement, reimbursement and reporting activities with the City and obligated the City to comply with the terms of the FY-05 grant contract and with the grant procurement and reimbursement processes. The County's agreement with the City was amended on January 22, 2007 and March 24, 2008 following award of the FY-06 and FY-07 UASI grants to the Portland Urban Area. That amendment extended the initial agreement, committed both parties to compliance with the FY-06 and FY-07 grant contract and conditions, and continued the relationships and obligations contained in the initial agreement.

The County's agreement with the City is open-ended and remains in effect until the mutual covenants expressed in the agreement have been fully satisfied or until it is terminated due to the failure of one of the parties.

Since adoption of the earlier agreement, the Portland Urban Area has been awarded a FY-08 UASI grant totaling \$7,456,500 and the adopted grant program budget includes funding for the City. With two major exceptions, the FY-08 UASI grant contract is similar to that for the FY-07 grant and the procurement and reimbursement procedures remain unchanged. The major exceptions are 1) tracking of inventory purchased with grant funds; and 2) compliance with environmental and historical preservation requirements.

Both parties to the earlier agreement desire to continue the relationships and obligations contained in that agreement, while acknowledging and committing themselves to compliance with the FY-08 UASI grant contract and conditions.

Agreement

1. The County agrees:

To continue coordination of grant-related procurement, reimbursement, and reporting activities with the City consistent with the processes developed to manage those activities and with the City's prior UASI grant agreement with the County, as amended.

2. The City agrees:

- a) That it has read the award conditions and certifications for the FY-08 UASI grant, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations and be bound by any limitations applicable to the grantee under that grant document; and
 - b) To continue compliance with the purchasing and reimbursement processes required by the grants, the City's prior UASI grant agreement with the County, as amended, and the grant administrator; and
 - c) To continue compliance with all other obligations contained in the City's prior UASI grant agreement with the County, as amended.
3. The parties agree to incorporate by this reference the entire FY-08 UASI grant into this amended IGA, with the specific intent that the City will be obligated to adhere to the FY-08 UASI grant terms, obligations, and conditions to the same extent and under the exact same conditions agreed to for the FY-05, 06, and 07 UASI grants.
4. This amendment shall be effective upon final signature of the parties, and shall continue in effect until all mutual covenants expressed in the original agreement and this amendment have been fully satisfied or until the agreement, as amended, is terminated due to the failure of one of the parties hereto to perform. All other provisions of the original intergovernmental agreement shall remain in effect.

Washington County

Tom Brown

JUL 07 2009

Date _____

APPROVED WASHINGTON COUNTY
 BOARD OF COMMISSIONERS
 MINUTE ORDER # 09-182
 DATE 7-7-09
 BY *Barbara Hejmanek*
 CLERK OF THE BOARD

APPROVED AS TO FORM

Ken M. Arlt
 Attorney

Date 9/30/09

City of Tualatin

[Signature]

Date 9-14-09

Mayor

APPROVED AS TO FORM

Brenda L. Brader
 Attorney

Date 9/11/09

AMENDMENT

This is the second amendment to an existing intergovernmental agreement (IGA) between Washington County, Oregon (County) and the City of Tualatin, Oregon (City) for the coordination of activities related to the purchase of equipment, supplies, professional services, and training being funded by the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program. A copy of the original IGA, identified as BCC #05-1132, and the previous amendment, identified as BCC #06-1183, are attached.

Background

Washington County entered into an agreement with the City on November 28, 2005 for management of FY-05 UASI grant funds awarded to the City. The agreement committed the County to coordinate grant-related procurement, reimbursement and reporting activities with the City and obligated the City to comply with the terms of the FY-05 grant contract and with the grant procurement and reimbursement processes. The County's agreement with the City was amended on January 22, 2007 following award of a FY-06 UASI grant to the Portland Urban Area. That amendment extended the initial agreement, committed both parties to compliance with the FY-06 grant contract and conditions, and continued the relationships and obligations contained in the initial agreement.

The County's agreement with the City is open-ended and remains in effect until the mutual covenants expressed in the agreement have been fully satisfied or until it is terminated due to the failure of one of the parties.

Since adoption of the earlier agreement, the Portland Urban Area has been awarded a FY-07 UASI grant totaling \$6,806,353 and the adopted grant program budget includes funding for the City. The FY-07 UASI grant contract is similar to that for the FY-06 grant and the procurement and reimbursement procedures remain unchanged.

Both parties to the earlier agreement desire to continue the relationships and obligations contained in that agreement, while acknowledging and committing themselves to compliance with the FY-07 UASI grant contract and conditions.

Agreement

1. The County agrees:

To continue coordination of grant-related procurement, reimbursement, and reporting activities with the City consistent with the processes developed to manage those activities and with the City's prior UASI grant agreement with the County.

2. The City agrees:

- a) That it has read the award conditions and certifications for the FY-07 UASI grant, that it understands and accepts those conditions and certifications, and

that it agrees to comply with all the obligations and be bound by any limitations applicable to the grantee under that grant document; and

- b) To continue compliance with the purchasing and reimbursement processes required by the grants, the City's prior UASI grant agreement with the County, and the grant administrator; and
 - c) To continue compliance with all other obligations contained in the City's prior UASI grant agreement with the County.
3. The parties agree to incorporate by this reference the entire FY-07 UASI grant into this amended IGA, with the specific intent that the City will be obligated to adhere to the FY-07 UASI grant terms, obligations, and conditions to the same extent and under the exact same conditions agreed to for the FY-05 and 06 UASI grants.
4. This amendment shall be effective upon final signature of the parties, and shall continue in effect until all mutual covenants expressed in the original agreement and this amendment have been fully satisfied or until the agreement, as amended, is terminated due to the failure of one of the parties hereto to perform. All other provisions of the original intergovernmental agreement shall remain in effect.

Washington County

Tom Brown Date Apr 14 2008

APPROVED AS TO FORM

Alan D. Bid Date 3/21/08
Attorney

City of Tualatin

[Signature] Date [Signature] 5-27-08
Mayor

APPROVED AS TO FORM

Bronda L. Brada Date 4/30/08
Attorney BOARD OF COMMISSIONERS

MINUTE ORDER # 08-145

DATE 4-15-08

BY Barbara Hejtmanek
CLERK OF THE BOARD

AMENDMENT

This is an amendment to an existing intergovernmental agreement (IGA) between Washington County, Oregon (County) and the City of Tualatin, Oregon (City) for the coordination of activities related to the purchase of equipment, supplies, professional services, and training being funded by the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program. A copy of the original IGA, identified as BCC #05-1132, is attached.

Background

Washington County entered into an agreement with the City on November 28, 2005 for management of FY-05 UASI grant funds awarded to the City. The agreement committed the County to coordinate grant-related procurement, reimbursement and reporting activities with the City and obligated the City to comply with the terms of the FY-05 grant contract and with the grant procurement and reimbursement processes. The County's agreement with the City is open-ended and remains in effect until the mutual covenants expressed in the agreement have been fully satisfied or until it is terminated due to the failure of one of the parties.

Since adoption of the earlier agreement, the Portland Urban Area has been awarded a FY-06 UASI grant totaling \$8,240,000 and the adopted grant program budget includes funding for the City. With one exception, the FY-06 UASI grant contract is similar to the FY-05 grant contract and the procurement and reimbursement procedures remain unchanged. The major exception in the FY-06 grant contract is a requirement that all agencies directly benefiting from UASI grant funds must certify their compliance with the FY-06 implementation requirements of the National Incident Management System (NIMS).

Both parties to the earlier agreement desire to continue the relationships and obligations contained in that agreement, while acknowledging and committing themselves to compliance with the FY-06 UASI grant contract and conditions.

Agreement

1. The County agrees:

To continue coordination of grant-related procurement, reimbursement, and reporting activities with the City consistent with the processes developed to manage those activities and with the City's prior UASI grant agreement with the County.

2. The City agrees:

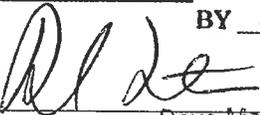
- a) That it has read the award conditions and certifications for the FY-06 UASI grant, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations and be

bound by any limitations applicable to the grantee under that grant document; and

- b) To continue compliance with the purchasing and reimbursement processes required by the grants, the City's prior UASI grant agreement with the County, and the grant administrator; and
 - c) To continue compliance with all other obligations contained in the City's prior UASI grant agreement with the County.
3. The parties agree to incorporate by this reference the entire FY-06 UASI grant into this amended IGA, with the specific intent that the City will be obligated to adhere to the FY-06 UASI grant terms, obligations, and conditions to the same extent and under the exact same conditions agreed to for the FY-05 UASI grant.
4. This amendment shall be effective upon final signature of the parties, and shall continue in effect until all mutual covenants expressed in the original agreement and this amendment have been fully satisfied or until the agreement, as amended, is terminated due to the failure of the parties hereto to perform. All other provisions of the original intergovernmental agreement shall remain in effect.

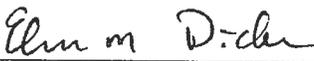
MINUTE ORDER # 06-385

Washington County DATE 12-5-06
BY Barbara Heitmanek
CLERK OF THE BOARD


Dave Maertens

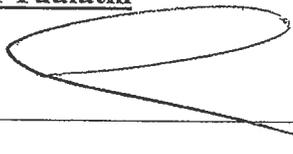
Date DEC 06 2006

APPROVED AS TO FORM


Attorney

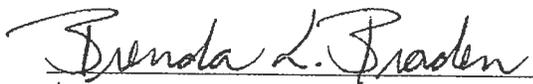
Date December 4, 06

City of Tualatin



Date January 22, 2007

APPROVED AS TO FORM


Attorney

Date Jan. 22, 2007

INTERGOVERNMENTAL AGREEMENT

Between

**WASHINGTON COUNTY, OREGON
and
THE CITY OF TUALATIN, OREGON**

THIS IS an intergovernmental agreement (IGA) between Washington County (County) and the city of Tualatin (Agency) entered into pursuant to the authority granted in ORS Chapter 190 for the coordination of activities related to the purchase of equipment, supplies, professional services, and training being funded by the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program.

Recitals

WHEREAS, the United States Department of Homeland Security, Office for Domestic Preparedness, provided UASI grant funding in the amount of \$10,391,037 in Fiscal Year 2005 to the state of Oregon for distribution to the Portland, Oregon Urban Area to address the area's unique equipment, training, planning, and exercise needs and to assist the area in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the state of Oregon awarded UASI Grant # 05-071 to the city of Portland, Office of Emergency Management (POEM), as Grantee, for Fiscal Year 2005 in the amount of \$10,391,037, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #05-071 is intended to increase the ability of the Portland, Oregon Urban Area, which includes jurisdictions in Multnomah, Clackamas, Columbia and Washington counties in Oregon and Clark County in Washington, to prevent, respond to, and recover from chemical, biological, radiological, nuclear and explosive (CBRNE) events; and

WHEREAS, after extensive, coordinated discussions between state and urban area officials, a list of equipment, supplies, professional services, and training to be purchased for or by jurisdictions in the urban area has been developed; and

WHEREAS, the city of Portland, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, the city of Portland, as Grant Administrator, is required to make periodic reports to the state of Oregon regarding the expenditure of the UASI grant funds and has

developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the city of Portland and all other urban area jurisdictions that receive direct benefit from UASI grant purchases are required to comply with all terms of the UASI grants including, but not limited to, obligations regarding access to records and supplanting of funds; and

WHEREAS, the city of Portland entered into agreements with the urban area counties to secure their commitment to follow the city-developed procurement, delivery, reimbursement, and reporting procedures, to ensure their compliance with all terms of the FY-03 and FY-04 UASI grants, and to obligate them to coordinate with and obtain similar assurances from directly benefiting jurisdictions within the respective counties; and

WHEREAS, the County entered into its agreement with the city of Portland on September 8, 2004 and accepted responsibility for coordinating the FY-03 and FY-04 UASI grant processes within the County; and

WHEREAS, the County extended its agreement with the city of Portland on August 30, 2005 to address the FY-05 grant process.

NOW, THEREFORE, the Parties agree as follows:

1. The County agrees:

To coordinate grant-related procurement, reimbursement, and reporting activities with directly benefiting jurisdictions in the County consistent with the processes developed by the city of Portland to manage those activities.

2. The Agency agrees:

- a) That it has read the award conditions and certifications for grant #05-071, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the city of Portland, as grantee, under those grant documents;
- b) To comply with the purchasing and reimbursement processes required by the grants, this Agreement, and the city of Portland;
- c) To appropriately use and conserve all UASI funded equipment, supplies and/or materials provided for CBRNE incident prevention, preparedness, response, and recovery;

- d) That all equipment, supplies, and services provided by the city of Portland to the Agency are as described in the approved grant budget documents, which the Agency has seen.
- e) To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the city of Portland with a list of such equipment showing dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored.
- f) That any request or invoice it submits for reimbursement of costs for Agency staff training is consistent with the training identified in the approved grant budget documents, which the Agency has seen.
- g) That the Agency understands and accepts full financial responsibility and may not be reimbursed for costs incurred for training which has not been approved by the State and the U.S. Department of Homeland Security, Office for Domestic Preparedness, even though that training may appear on the approved grant budget documents.
- h) That the Agency will not deviate from the items listed in the approved grant budget documents without first securing written authority from the city of Portland.
- i) That any public statement by the Agency referring to the receipt of UASI funded equipment, supplies, services, or training shall indicate that the funds for the purchase came from the U.S. Department of Homeland Security, Office for Domestic Preparedness, Urban Areas Security Initiative grant program and the percent or dollar amount of federal funds used in the purchase.
- j) To maintain and retain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of Comptroller set forth in the May 2002 Office of Justice Program (OJP) Financial Guide, including without limitation in accordance with the Office of Management and Budget (OMB) Circulars 87, A-102, A-122, A-128, A-133. [All of these documents are to be retained for a minimum of six years after the contract has been awarded and available for review, upon request, to federal, state, and city of Portland employees or their agents or officers. Review may occur at any time, even after six years, if the records are still available.]
- k) To obtain copies of all federal regulations with which the Agency must comply.

- l) Not to supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to the Agency to fund programs within the Urban Areas Security Initiative grant program guidelines.
 - m) To list the city of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the Agency and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment, supplies, or services provided under this Agreement, and as a party to whom a listed duty is due.
3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall continue in effect until all mutual covenants expressed herein have been fully satisfied or until the Agreement is terminated due to the failure of one of the parties hereto to perform.
4. **Amendment.** This Agreement may be amended by written agreement of both parties but must remain consistent with the requirements of the Urban Areas Security Initiative program, the UASI grants from the State to the city of Portland, and the city of Portland's UASI grant agreement with the County.
5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the Agency's failure or inability to comply with the provisions of the grants or the Agreement, the Agency will be liable to the city of Portland for the full cost of any equipment, materials, or services provided by the city of Portland to the Agency, and of any penalties imposed by the state or federal government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.
6. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this contract shall be brought and conducted exclusively within the Circuit Court of Washington County for the state of Oregon. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
7. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

8. **Survival.** The terms, conditions, representations and all warranties in this contract shall survive the termination or expiration of this contract.
9. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this contract.
10. **Indemnification.** Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the Agency shall hold harmless, indemnify and defend the County, its commissioners, employees and agents from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from agency's performance of or failure to perform the obligations of this contract.
11. **Third Party Beneficiaries.** The County and the Agency are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.
12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.
13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY-05 UASI program grant and that it is the entire agreement between them relative to that grant.

Washington County

Tom Buan

Date NOV 08 2005

APPROVED AS TO FORM

Edm Dide

Date OCT 20, 2005

Attorney

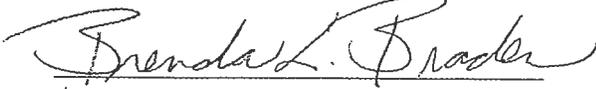
APPROVED WASHINGTON COUNTY
 BOARD OF COMMISSIONERS
 MINUTE ORDER # 05-409
 DATE 11-8-05
 BY Barbara Hejtmancik
 CLERK OF THE BOARD

City of Tualatin



Date 11/28/05

APPROVED AS TO FORM



Attorney

Date 11/29/05



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 8/9/10
Recording Secretary MSmith

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager 

FROM: Kent W. Barker, Chief of Police 

DATE: August 9, 2010

SUBJECT: RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DURHAM AND THE CITY OF TUALATIN FOR THE PERFORMANCE OF POLICE SERVICES WITHIN THE CITY OF DURHAM'S BOUNDARIES

ISSUE BEFORE THE COUNCIL:

Adopting the Intergovernmental Agreement between the City of Durham and the City of Tualatin.

RECOMMENDATION:

Staff recommends the approval of the resolution

EXECUTIVE SUMMARY:

- The City of Durham wishes to contract with the City of Tualatin for police services within Durham's boundaries.
- The City of Tualatin is willing to provide police services to the City of Durham on the terms and conditions contained in Attachment B of the attached Intergovernmental Agreement.

FINANCIAL IMPLICATIONS:

Durham agrees to pay to the City of Tualatin \$87,500 for fiscal year 2010/2011 for services specified in the agreement.

Attachments: A. Resolution
B. Intergovernmental Agreement

RESOLUTION NO. 4999-10

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DURHAM AND THE CITY OF TUALATIN FOR THE PERFORMANCE OF POLICE SERVICES WITHIN THE CITY OF DURHAM'S BOUNDARIES

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

Section 1. The City Council approves and accepts the attached Intergovernmental Agreement between the City of Durham and the City of Tualatin for police services within the City of Durham's boundaries.

Section 2. The Mayor and the City Recorder are authorized and directed to execute the Intergovernmental Agreement on behalf of the City of Tualatin.

INTRODUCED AND ADOPTED this 9th day of August, 2010.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY *[Signature]*
City Recorder

APPROVED AS TO LEGAL FORM

[Signature]
CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT
FOR POLICE SERVICES

This agreement is entered into this 9th day of August, 2010, between the City of Tualatin, a municipal corporation of the State of Oregon ("Tualatin") and the City of Durham, a municipal corporation of the State of Oregon ("Durham".)

Whereas, Durham wishes to contract with Tualatin for the performance of police services within Durham's boundaries; and

Whereas, Tualatin is willing to provide police services to Durham on the terms and conditions contained in this agreement; and

Whereas, such contracts are authorized by ORS chapter 190.

NOW, THEREFORE, the parties agree as follows:

1. Tualatin agrees to provide police services within the corporate city limits of Durham, 24 hours a day, 7 days per week, 365 days per year. Durham will be included in Tualatin's service area. The police services will encompass the following duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Tualatin Police Department under the statutes of the State of Oregon.
 - (a) Patrol services, both proactive and reactive, within the service area as times permit at the discretion of the Tualatin Police Department on-duty supervisor.
 - (b) Respond to calls for police services originating in or directed to Durham. Response to calls will be made according to priorities established by Interagency Agreement and the Washington County Consolidated Communications Agency.
 - (c) Traffic enforcement.
 - (d) Necessary court time as a result of citations or complaints issued by the Tualatin Police Department officers in Durham.
 - (e) Follow-up investigations, detective work, court time, report writing, mandated training for certified officers, supervision, vehicles, equipment and materials, records management, property/evidence storage, and administration as needed.
 - (f) Code enforcement by Tualatin's Community Services Officer, for Durham code complaints that are substantially similar to Tualatin's codes.

2. For the purpose of performing these police services, Tualatin will furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide such police services. Durham shall furnish an attorney to prosecute a traffic- or non-criminal complaint issued by Tualatin police or code enforcement only when Durham deems necessary or desirable.
3. Tualatin will use police officers who are certified by the Oregon State Board on Police Standards and Training to provide police services to Durham, except for the Tualatin Community Services Officer, which is a non-sworn position.
4. Tualatin will provide Durham with a summary of police activities in Durham on a monthly basis.
5. Tualatin police officers shall have the authority to and will issue citations for traffic and other offenses they observe or which they are authorized by law to issue. Violators will be cited into Tualatin Municipal Court, except for cases that Tualatin Municipal Court does not normally handle. Revenues from the court fines shall be divided between Durham and Tualatin as provided in the Intergovernmental Agreement for Tualatin Municipal Court services to Durham.
6. As compensation to Tualatin for providing police services to Durham, Durham agrees to pay \$87,500 for fiscal year 2010/2011 for services as specified in this agreement beginning July 1, 2010, to be paid quarterly. In addition, Durham shall pay any additional costs from other agencies that Tualatin incurs in providing these services.
7. No persons employed in the performance of police services and support functions under this agreement for Durham shall be entitled to receive any salary, pension, or any status or rights as a Durham employee, but shall be employees of their respective agencies. Durham shall not direct or control or have the right to direct or control the work of any Tualatin employee.
8. Tualatin shall indemnify, defend and hold Durham harmless from any liability for the direct payment of any salaries, wages or other compensation to any Tualatin personnel performing services for Durham under this agreement.
9. Tualatin, its officers, agents, and employees shall not be deemed to have assumed any liability for acts of Durham, or of any Durham officer, agent or employee.
10. Tualatin shall indemnify, hold and save Durham, its officers, agents and employees harmless from any and all claims that arise against Durham, its officers, agents or employees in the performance of the duties required by the terms of this agreement, unless such claims arise as a result of some act or omission by Durham, its officers, agents, employees, or volunteers.
11. Durham shall indemnify, defend, hold and save Tualatin, its officers, agents, and employees harmless from all claims that arise against Tualatin, its officers, agents or employees by reason of any act of Durham, its officers, agents or

employees in the performance of the duties required by the terms of this agreement, unless such claim arises as a result of an act or omission by Tualatin, its officers, agents, or employees.

12. At all times during the term of this agreement, Durham shall secure and maintain, and keep current a policy or policies of general liability insurance in an amount not less than \$2,000,000. Durham shall cause Tualatin to be named as an additional insured on all such policies of insurance. Certificates of such coverage and endorsements evidencing that Tualatin is a named insured shall be provided to Tualatin promptly after execution of this agreement. Such insurance shall not be cancelled, modified, or coverage reduced without providing Tualatin at least 30 days advance written notice.
13. Tualatin shall secure, maintain, and keep current all appropriate general liability policies in an amount not less than \$2,000,000, and shall name Durham as an additional insured on the policies. Certificates of such coverage and endorsement evidencing that Durham is a named insured shall be provided promptly after execution of this agreement. Such insurance shall not be cancelled, modified or coverage reduced without providing Durham at least 30 days advance written notice.
14. This agreement shall be effective for a term of one year, beginning July 1, 2010. It may be terminated sooner by either party by giving written notice at least 60 days in advance.

CITY OF DURHAM

By _____

Mayor

Attest:

By _____

City Recorder

CITY OF TUALATIN

By _____

Mayor

Attest:

By:  _____

City Recorder

APPROVED AS TO LEGAL FORM


CITY ATTORNEY



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 8/9/10

Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager *[Signature]*

FROM: Nancy McDonald, Human Resources Director *[Signature]*

DATE: August 9, 2010

SUBJECT: RESOLUTION AUTHORIZING THE ESTABLISHMENT OF
A HEALTH REIMBURSEMENT ARRANGEMENT/VOLUNTARY
EMPLOYEES' BENEFICIARY ASSOCIATION ("HRA VEBA") PLAN

ISSUE BEFORE THE COUNCIL:

Formal authorization to establish a Voluntary Employees' Beneficiary Association (VEBA) Plan which provides a tax-free defined contribution account for employees to pay for medical, dental, vision and tax qualified long-term care premiums and non-covered healthcare expenses (HRA).

RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution approving and authorizing the establishment of a VEBA for City employees and authorize the Voluntary Employees' Beneficiary Association for Public Employees in the Northwest Trust ("Trust") to offer and administer an HRA entitled "Voluntary Employees' Beneficiary Association Medical Expense Plan for Public Employees in the Northwest (City of Tualatin employees).

EXECUTIVE SUMMARY:

The City of Tualatin, in the course of labor negotiations with the Tualatin Police Officers Association, agreed to establish a Voluntary Employees' Beneficiary Association (VEBA) Plan which provides a tax-free defined contribution account for employees to pay for medical, dental, vision and tax qualified long-term care premiums and non-covered healthcare expenses.

Attachments: A. Resolution

RESOLUTION NO. 5000-10

RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A
HEALTH REIMBURSEMENT ARRANGEMENT/VOLUNTARY
EMPLOYEES' BENEFICIARY ASSOCIATION ("HRA VEBA") PLAN

WHEREAS the Internal Revenue Code Section 501(c) (9) allows for the creation of a voluntary employees' beneficiary association which is a tax-exempt health and welfare trust; and

WHEREAS IRS regulations and guidelines allow an employer to offer health reimbursement arrangement (HRA) plans; and

WHEREAS such HRA plans are available to governmental employers in the Northwest; and

WHEREAS the Voluntary Employees' Beneficiary Association for Public Employees in the Northwest Trust ("Trust") offers and will administer an HRA entitled "Voluntary Employees' Beneficiary Association Medical Expense Plan for Public Employees in the Northwest as Amended and Restated October 1, 2009" ("Plan"); and

WHEREAS the City of Tualatin, through collective bargaining, has determined that establishing an HRA plan which provides a tax-free defined contribution account for employees to pay for medical, dental, vision and tax qualified long-term care premiums and non-covered healthcare expenses is in the best interest of the City and its employees; and

WHEREAS, the City confirms its desire to establish an HRA plan for its employees; and its desire to use the services of the Trust to administer such Plan; and

WHEREAS, such HRA established by the City will be administered in accordance with the Plan documents provided by the Trust on file in the Employer's main office.

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

Section 1. Effective retroactively to July 1, 2010 the City hereby elects to participate in the Plan and Trust as presently constituted or hereafter amended using

the Trust as its plan administrator for the benefit of eligible employees as defined by City policies and collective bargaining agreements.

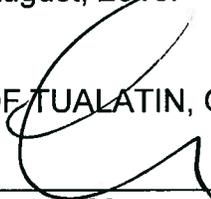
Section 2. The Plan will be funded with City contributions in amounts determined from time to time pursuant to City policies and collective bargaining agreements including memorandums of understanding and letters of agreement, with the initial contribution for sworn law enforcement personnel in the amount of \$500 each being made upon Plan inception.

Section 3. The Human Resources Director is authorized to execute documents and establish procedures consistent with Plan and Trust provisions and applicable City polices and collective bargaining agreements, memorandums of understanding and letters of agreement necessary to effect the adoption and administration of the Plan.

INTRODUCED AND ADOPTED this 9th day of August, 2010.

CITY OF TUALATIN, OREGON

BY



Mayor

ATTEST:

BY



City Recorder

APPROVED AS TO LEGAL FORM



CITY ATTORNEY



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 8/9/10

Recording Secretary M. Smith

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Michael A. McKillip, City Engineer *MAK*
Dayna Webb, Project Engineer *DW*

DATE: August 9, 2010

SUBJECT: RESOLUTION AWARDING THE BID FOR THE
RV PARK OF PORTLAND SANITARY SEWER IMPROVEMENTS

ISSUE BEFORE THE COUNCIL:

Awarding the RV Park of Portland Sanitary Sewer Improvements project to K & R Plumbing & Construction Company.

RECOMMENDATION:

Staff recommends that the Council adopt the attached resolution awarding the RV Park of Portland Sanitary Sewer Improvements project and authorizing the Mayor to execute a contract with K & R Plumbing & Construction Company in the amount of \$119,627.

EXECUTIVE SUMMARY:

- The budget contains a project to replace the existing sanitary sewer lines in the RV Park of Portland. The existing lines are in poor condition and breaks, leaks and spills are likely if the pipe deteriorates additionally. Therefore, the lines need to be replaced.
- The Invitation to Bid was published in the *Daily Journal of Commerce* on July 12 and 16, 2010.
- The bids for this project were opened on Tuesday, July 27, 2010, at 2:00 p.m. Three bidders responded as follows:

	<u>Bid Total</u>
K & R Plumbing & Construction	\$ 119,627
Landis & Landis Construction	\$ 171,090
Lovett, Inc	\$ 205,255

- The Engineer's Estimate was \$190,000.
- The lowest responsible bidder is K & R Plumbing & Construction at \$119,627.
- K & R Plumbing & Construction is aware of the bid results and prepared to construct the project.

OUTCOMES OF DECISION:

Awarding of the contract will result in the following:

- Construction of the proposed sanitary sewer replacement project.

Not awarding the contract will result in the following:

- All work on the project will stop.

FINANCIAL IMPLICATIONS:

Funds are available for this project in the Sanitary Sewer Operating Fund.

Attachments: A. Resolution

RESOLUTION NO. 5001-10

RESOLUTION AWARDING THE BID FOR THE RV PARK OF
PORTLAND SANITARY SEWER IMPROVEMENTS

WHEREAS the project was advertised in the *Daily Journal of Commerce* on July 12 and 16, 2010; and

WHEREAS three proposals were received prior to the close of the bid period on July 27, 2010; and

WHEREAS K & R Plumbing & Construction submitted the lowest responsible bid for the project in the amount of \$119,627; and

WHEREAS there are funds available for this project in the Sanitary Sewer Operating Fund.

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

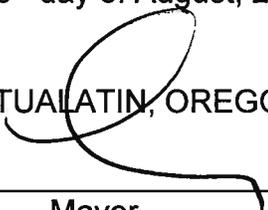
Section 1. The contract is awarded to K & R Plumbing & Construction.

Section 2. The Mayor and City Recorder are authorized to execute a contract with K & R Plumbing & Construction in the amount of \$119,627.

Section 3. The City Engineer is authorized to execute Change Orders totaling up to 10% of the original contract amount.

INTRODUCED AND ADOPTED this 9th day of August, 2010.

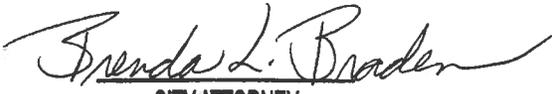
CITY OF TUALATIN, OREGON

By  _____
Mayor

ATTEST:

By  _____
City Recorder

APPROVED AS TO LEGAL FORM


CITY ATTORNEY