



**TUALATIN CITY COUNCIL  
AND  
TUALATIN DEVELOPMENT COMMISSION**  
Monday, September 14, 2009

City Council Chambers  
18880 SW Martinazzi Avenue, Tualatin, Oregon

**WORK SESSION begins at 6:00 p.m.**

REGULAR MEETING begins at 7:00 p.m.

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**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](http://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](http://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 5 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 192.660(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. Tualatin Youth Advisory Council Update
2. Summer Programs End of Season Report
3. New Employee Introductions – *Margie Bradley, Library Volunteer Specialist*  
*Christina Hanson, Library Volunteer Specialist*
4. Proclamation Declaring September 2009 as “Senior Center Month” in the.....  
City of Tualatin
5. Proclamation Declaring September 2009 as “Life Insurance Awareness Month”.....  
in the City of Tualatin
6. Commuter Rail Update

**C. CITIZEN COMMENTS**

*This section of the agenda allows citizens to address the Council 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 – 8)**

Page No.

*The Consent Agenda will be enacted with one vote. The Mayor will first ask the staff, the public and the 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 Work Session and Meeting of August 24, 2009.....
2. Approval of a New Liquor License Application for Carabella Vineyard & Winery .....
3. Resolution No. **4922-09** Approving Amendment No. 3 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 Grant Program
4. Resolution No. **4923-09** To Adopt an Intergovernmental Agreement Between the.....  
Tigard-Tualatin School District and the City of Tualatin  
For Safe Schools and Healthy Students
5. Resolution No. **4924-09** To Adopt an Intergovernmental Agreement Between the.....  
Tigard-Tualatin School District and the City of Tualatin  
for a School Resource Officer Agreement

**D. CONSENT AGENDA – *continued from previous page***

- 6. Resolution No. **4925-09** Authorizing Bancrofting of a Traffic Impact Fee Related to .....  
Sushiville Restaurant and Authorizing the City Recorder  
to Enter Certain Real Properties Within the City of Tualatin  
onto the City of Tualatin Lien Docket
  
- 7. Resolution No. **4926-09** Accepting a Deed of Dedication and Easement Associated.....  
with the SW Leveton Drive Extension Project (Tigard-  
Tualatin School District)
  
- 8. Resolution No. **4927-09** Consenting to the Annexation of the Clackamas County .....  
Portion of the City of Tualatin to the Clackamas  
County Library Service District

**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

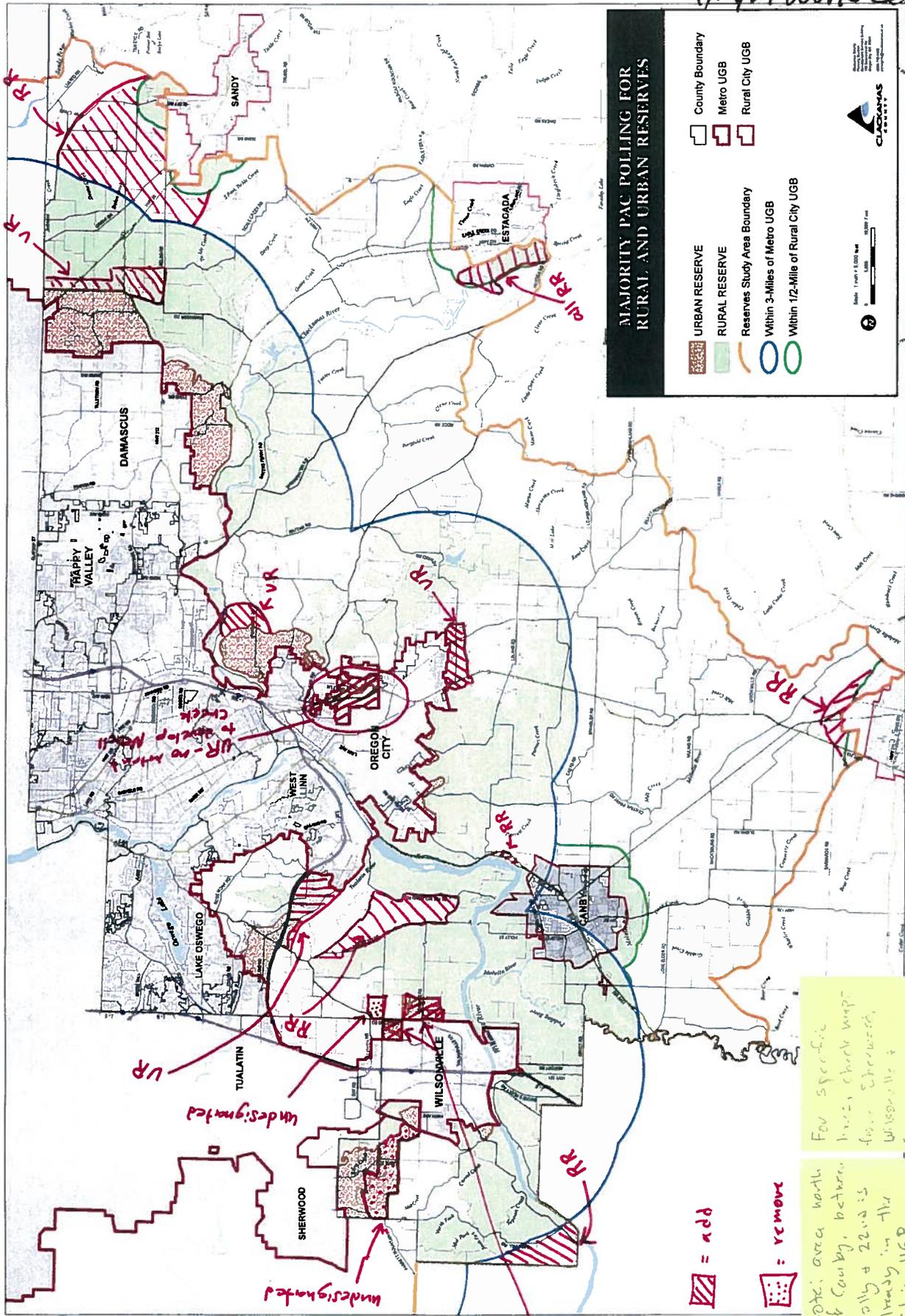
DATE: SEPTEMBER 14, 2009

**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.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Distributed by Council  
President Barhyte at  
9/14/09 Work Session



**MAJORITY PAC POLLING FOR RURAL AND URBAN RESERVES**

- URBAN RESERVE (Red hatched pattern)
- RURAL RESERVE (Green hatched pattern)
- Reserves Study Area Boundary (Orange line)
- Within 3-Miles of Metro UGB (Blue circle)
- Within 12-Mile of Rural City UGB (Green circle)
- County Boundary (Black line)
- Metro UGB (Red outline)
- Rural City UGB (Orange outline)

Scale: 1 inch = 1.500 feet  
 0 1 2 Miles  
 0 1 2 Kilometers

For specific  
 areas, check map  
 of County, between  
 Holly + 22nd is  
 already in the  
 cities UGB.

[Red hatched pattern] = add  
 [Green hatched pattern] = remove

entire area  
 Urban Reserve

# Proclamation

## *Proclamation Proclaiming the Month of September 2009 as "National Senior Center Month" in the City of Tualatin*

WHEREAS older Americans are significant members of our society, investing their wisdom and experience to help enrich and better the lives of younger generations; and

WHEREAS the Juanita Pohl Center has acted as a catalyst for mobilizing the creativity, energy, vitality and commitment of the older residents of Tualatin; and

WHEREAS through the wide array of services, programs and activities, senior centers empower older citizens of Tualatin to contribute to their own health and wellbeing and the health and well-being of their fellow citizens of all ages; and

WHEREAS the Juanita Pohl Center program affirms the dignity, self worth and independence of older persons by facilitating their decisions and actions; tapping their experiences, skills and knowledge; and enabling their continued contributions to the community;

WHEREAS thousands of Tualatin residents participate in organized recreation, cultural, and meal programs at the Juanita Pohl Center annually; and

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

In recognition of the value older adults have to our city and the important role the Juanita Pohl Center plays in their lives, that September 2009 is *Senior Center Month* in the City of Tualatin.

INTRODUCED AND ADOPTED this 14<sup>th</sup> day of September, 2009.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_

Mayor

ATTEST:

BY \_\_\_\_\_

*Michael A. McKillip*  
Acting City Recorder

# Proclamation

## *Proclamation Proclaiming the Month of September 2009 as "Life Insurance Awareness Month" in the City of Tualatin*

WHEREAS the vast majority of Americans recognize that life insurance helps safeguard their families' financial security, and nearly 80 percent of U.S. households have some form of life insurance coverage; and

WHEREAS the life insurance industry, which holds \$5 trillion in assets distributed among all segments of the economy, is a primary source of financial and retirement security to more than 75 million American families; and

WHEREAS the life insurance industry paid \$58 billion to beneficiaries in 2007; and

WHEREAS each year life insurance benefits are a tremendous source of financial relief and security to families that are confronted by the death of a loved one; and

WHEREAS despite the peace of mind that life insurance brings to millions of American families, there are still too many Americans who lack adequate life insurance coverage; and

WHEREAS the unfortunate reality today is that 68 million adult Americans have no life insurance, and most of those with coverage have less than experts recommend; and

WHEREAS especially during times like these when so many families are struggling, life insurance coverage is more important than ever because most people have far fewer financial resources on which to rely in the event of a premature death in their family; and

WHEREAS the nonprofit Life and Health Insurance Foundation for Education (LIFE) and a coalition representing hundreds of leading life insurance companies and organizations have designated September 2009 as "Life Insurance Awareness Month," whose goal is to make consumers more aware of their life insurance needs, seek professional advice, and take the actions necessary to achieve financial security for their loved ones.

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

The City Council of the City of Tualatin does hereby proclaim September 2009 to be "*Life Insurance Awareness Month*" in the City of Tualatin and Oregon and encourage all Oregonians to join in this observance.

INTRODUCED AND ADOPTED this 14<sup>th</sup> day of September, 2009.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_

Mayor

ATTEST:

BY \_\_\_\_\_

*Michaela McKillip*

Acting City Recorder



# STAFF REPORT

## CITY OF TUALATIN

Approved By Tualatin City Council  
Date 9-14-09  
Recording Secretary MSM

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Sherilyn Lombos, City Manager  
**DATE:** September 14, 2009  
**SUBJECT:** APPROVAL OF THE MINUTES FOR THE WORK SESSION AND MEETING OF AUGUST 24, 2009

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**ISSUE BEFORE THE COUNCIL:**

The issue before the Council is to approve the minutes for the Work Session and Meeting of August 24, 2009.

**RECOMMENDATION:**

Staff respectfully recommends that the Council adopt the attached minutes.

**FINANCIAL IMPLICATIONS:**

There are no financial impacts associated with this item.

**Attachments:** Minutes



# City of Tualatin

www.ci.tualatin.or.us

Approved By Tualatin City Council

Date 9-14-09

Recording Secretary W. Smith

## TUALATIN CITY COUNCIL WORK SESSION MINUTES OF AUGUST 24, 2009

PRESENT: Mayor Lou Ogden [*arrived at 5:10 p.m.*]; Councilors Monique Beikman, Joelle Davis, Jay Harris, Donna Maddux, and Ed Truax; Sherilyn Lombos, City Manager; Brenda Braden, City Attorney; Doug Rux, Community Development Director; Dan Boss, Operations Director; Kent Barker, Police Chief; Carina Christensen, Assistant to the City Manager; Dan Boss, Operations Director; Paul Hennon, Community Services Director; Eric Underwood, Development Coordinator; Colin Cortes, Assistant Planner; Maureen Smith, Recording Secretary

ABSENT: Council President Barhyte\* [*\* denotes excused*]

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

### A. CALL TO ORDER

Councilor Truax opened the work session at 5:09 p.m.

### B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS

#### 1. *Tualatin-Durham Services*

City Manager Lombos noted this issue was postponed from the previous work session. Police Chief Kent Barker gave a brief background on the services provided to the City of Durham by the Tualatin Police Department. An agreement was done in 1989 with Durham to contract for police services. A comparison from 1989 to 2003 indicates the increase in services. A meeting was held with Durham in 2003 with the former city manager and city administrator of Durham regarding the actual real costs of providing services. At that meeting an agreement was made for an annual agreement to be done with a 4% increase. Chief Barker reviewed a model for services provided by the City of Newberg for Dundee. Chief Barker said Durham's city administrator has stated they cannot pay anymore than they are already paying. Cost considerations were reviewed. It was asked and explained about police response protocol and that Durham could look to Tigard or Lake Oswego for services if desired. Options were reviewed.

Councilor Truax said he initially asked for discussion on this issue, and believes that Durham should pay the equivalent of the Newberg-Dundee model. The way it stands now it is a "give-away" and not fair to the Tualatin taxpayers. Councilor Maddux said she agreed with Councilor Truax. Discussed followed and Council does not believe Tualatin should be subsidizing Durham any longer, and to approach Durham with various models, and allow enough time for them to go out for a bond measure if needed. City Manager said staff will move forward and enter into discussions with Durham officials.

2. *South / Southwest Tualatin Concept Plan Areas.*

Community Development Director Doug Rux and Assistant Planner Colin Cortes presented information on the South / Southwest Tualatin Concept Plan areas, which covers the government portion discussion and laid out the steps of that process.

Assistant Planner Cortes gave an overview of the memorandum and essentially what lands should be governed, and where should jurisdictional lines be drawn, and the steps to be able to move forward.

Council discussion followed on possible urbanization of various lands and to be able to govern areas, but not looking to get jurisdictional control.

Mayor Ogden asked if Council agreed with the land on the eastside of the freeway, and Borland Road somehow area becomes urbanized, or subject of urbanization, and Tualatin wants to be able to govern that area. Not hungry to get jurisdictional control, but want it to be

Discussion followed and Community Development Director Rux reviewed how the various properties were included in the concept plan.

The land to be extended along Day Road and Boones Ferry Road was discussed. South of Day Road is Wilsonville and the City of Wilsonville controls Day Road. Discussion continued on what lands should be included for governance and jurisdictional control by Tualatin. Mr. Rux laid out the scenario of what could happen if Wilsonville is not amenable. Discussion on possible scenarios that could happen with Wilsonville. The pros and cons of annexation were also discussed.

Mr. Rux summarized the discussion. Interest expressed in having Day Road as the southern boundary, and pick up the Knife River piece to coincide with Area of Interest 2. South of that Council has no interest.

3. *Phase III Review of Tree Regulations*

Assistant Planner Colin Cortes began by noting this is the third phase of the tree regulations and the memorandum contains policy considerations.

Mr. Rux gave an update on the current tree regulations and what is being looked at now. Current tree removal regulations on private property was one area. Councilor Harris said he is really looking at controlling street trees and not pertain to private property trees. Mr. Rux reviewed the tree groves (from a map displayed) in the city. There is not a lot of developable land currently, but if look to the future there are many groves of trees in areas outside the city limits.

Discussion followed on how to address tree preservation and protection. Also mentioned is how do some of the other surrounding cities handle tree regulations. Most of the future risk is what will happen to south and east in the future, as the City is more or less built-out presently, and boils down to the private property issue.

City Manager Lombos summarized the discussion that staff will research what surrounding jurisdictions do regarding tree preservation, and look at differences between the current ordinance and a grove-type protection ordinance outside the current city limits. Also, Council

did not wish to have a plan to “fill the holes” that are already out there. It was suggested to do more to advertise the “tree for fee” program. Council wants staff to pursue regulations for private trees than what is place now, and not be more restrictive than what is currently in place. Also bring back information about future lands to could be annexed into the City.

**C. CITIZEN COMMENTS – N/A**

**D. CONSENT AGENDA**

Council reviewed the Consent Agenda with no changes.

**E. PUBLIC HEARINGS – *Legislative or Other***  
N/A

**F. PUBLIC HEARINGS – *Quasi-Judicial***  
N/A

**G. GENERAL BUSINESS – N/A**

2. Ordinance No. 1287-09 Relating to Traffic Offenses; and Amending TMC 8-3-020

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. [*Barhyte absent.*] MOTION by Councilor Harris, SECONDED by Councilor Davis to place the adoption of the Ordinance on the Consent Agenda. MOTION CARRIED.

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

**I. COMMUNICATIONS FROM COUNCILORS**

Councilor Beikman noted she and Mayor Ogden attended the “Safe Route to Schools” conference. The first walk/bike school day event is October 7, 2009.

Councilor Harris noted he attended a work group regarding the continuing discussions on the Clackamas County Library District issue.

**J. EXECUTIVE SESSION**

Mayor Ogden noted an executive session pursuant to ORS 192.660(2)(h) to discuss current and pending litigation will be held after the regular meeting.

**K. ADJOURNMENT**

The work session recessed at 7:00 p.m. and reopened at 8:37 p.m. to go into executive session pursuant to ORS 192.660(2)(h) to discuss current and pending litigation.

The work session adjourned at 10:20 p.m.

Sherilyn Lombos, City Manager

Recording Secretary

A handwritten signature in cursive script, appearing to read "Maureen Spink", is written over a horizontal line.



# City of Tualatin

www.ci.tualatin.or.us

Approved By Tualatin City Council  
Date 9-14-09  
Recording Secretary W. Smith

## TUALATIN CITY COUNCIL MEETING MINUTES OF AUGUST 24, 2009

**PRESENT:** Mayor Lou Ogden, Councilors 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:** Council President Barhyte\* [\* denotes excused]

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

### **A. CALL TO ORDER**

Mayor Ogden called the meeting to order at 7:07 p.m.

Councilor Truax led the Pledge of Allegiance.

### **B. PRESENTATIONS, ANNOUNCEMENTS, SPECIAL REPORTS**

#### *1. Tualatin Tomorrow Presentation – Parks, Recreation, and Natural Areas*

Connie Ledbetter, Jill Anderson, and Dayna Kam were present to give a brief PowerPoint and update on the focus area of Tualatin Tomorrow parks, recreation and natural areas. It was noted that along with Dayna Kam, there are several youth representatives involved in the focus areas for this project. Ms. Anderson said they are also looking at the prospect of a “dog park” for Tualatin. Ms. Ledbetter noted that part of the Council packet contains various brochures and information on parks, natural areas, etc. Also mentioned were businesses that they have not yet established relationships but will be pursuing and the work that’s been done with other businesses that are involved in some of the action items. Visit the website at [www.tualatintomorrow.org](http://www.tualatintomorrow.org) for volunteer opportunities and more information.

Councilor Beikman thanked all the members of the group, and particularly the youth involved. Councilor Maddux added there is a meeting in mid-September on the proposed “dog park”.

#### *2. Sexual Assault Resource Center Report*

Erin Ellis, Director of the Sexual Assault Resource Center, was present and distributed material including statistics on the Center, and explained the majority of their work is for non-reporting survivors. Ms. Ellis noted an upcoming event in support of the center, and looking to raise \$25,000, with all proceeds going to support the clinic. Ms. Ellis invited Council to attend, which is scheduled for Saturday, September 26, 2009, 10:00 a.m. at Beaverton City Park, across from the Beaverton Library.

**C. CITIZEN COMMENTS**

*Stephen Ricker and Joe Lipscomb*, representing the Juanita Pohl Center, distributed a bulletin of the activities of the past month. A review of the events were noted and it was mentioned during the recent heat wave, the center was open and used as a "cooling center" for those that needed it. Council noted their appreciation of the volunteers that participated in keeping the center open during that time.

*David Dahle, Get Spotted Media*, was present and said he is partnering with the Tigard-Tualatin School District on a new media project for the Tualatin High School students. A 90-minute video of how Council meetings are conducted will be produced, to expose youth to local government. Mr. Dahle said he will be contacting the City Manager to make sure that the spirit of intent and is correct and promoting the message correctly. Mr. Dahle also noted events that will be taking place, in particular the VFW dedication, which will be available at [www.tualatintv.com](http://www.tualatintv.com).

**D. CONSENT CALENDAR**

Councilor Davis abstained from Item D-2 due to a conflict of interest. Item G-2 – Ordinance No. was placed on the consent agenda at work session. MOTION by Councilor Harris, SECONDED by Councilor Maddux to adopt the Consent Agenda as amended and read:

1. Approval of the Work Session and Meeting of August 10, 2009
2. Community Involvement Committee Appointments
3. 2009 Annual Report of the Tualatin Development Commission
4. Resolution No. 4918-09 Accepting Public Improvements for the Shoppes and Hotel At Bridgeport
5. Resolution No. 4919-09 Accepting Public Improvements for Living Savior Lutheran Church
6. Resolution No. 4920-09 Approving Participation in the National League of Cities Prescription Discount Card Program

MOTION CARRIED.

**E. PUBLIC HEARINGS – Legislative or Other**

None.

**F. PUBLIC HEARINGS – Quasi-Judicial**

1. Public Hearing to Consider a Resolution for a Conditional Use Permit (CUP) for Light Truck Rental, Leasing, and Associated Temporary Signage in the General Manufacturing (MG) Planning District at 19800 SW Cipole Road (Tax Map 2S1 21DC, Tax Lot 1000) (CUP-09-02)
- 

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. Councilor Harris disclosed his company works with an adjacent property owner but does

not have anything to do with this particular property, and does believe it will affect his decision-making and participation in the hearing. No other bias or ex parte contact noted.

Assistant Planner Cindy Hahn presented the staff report and entered the entire staff report into the record. The applicant is Tualatin Mini-Storage LLC, and is located at 19800 SW Cipole Road. The applicant has decided to do less buildings and provide storage for some truck leases. Staff indicated it would be permitted, as long as a CUP application was submitted and was not part of the original CUP. The applicant is asking to allow the temporary storage of ten light moving trucks, that could be parked on the site. They would be screened from view, and there would be fewer storage units than what was approved initially. The traffic report notes there would be slight reduction in traffic, as indicated in the staff report. All of the criteria has been met. The applicant held a neighborhood developer meeting as required, and after review of the proposal, staff is recommending Council consider the staff report and supporting attachments and adopt the staff report with two conditions, as noted in the staff report.

#### PROPOSERS

*Peter Hoffman, Portland, OR, applicant, was present to answer any questions, if needed.*

#### OPPOSERS

None.

#### COUNCIL DISCUSSION

Mayor Ogden closed the public hearing

#### COUNCIL DELIBERATIONS

MOTION by Councilor Truax, SECONDED by Councilor Maddux to approve the staff report granting CUP- 09-02 to allow light truck rental, leasing, and associated temporary storage with the conditions stated in the staff report. MOTION CARRIED. [Vote: 6-0; Barhyte absent]

Resolution No. 4921-09 Granting a Conditional Use Permit for Light Truck Rental, Leasing, and Associated Temporary Storage in the General Manufacturing (MG) Planning District at 19800 SW Cipole Road (Tax Map 2S1 21DC, Tax Lot 1000) (CUP-09-02)

MOTION by Councilor Truax, SECONDED by Councilor Maddux to adopt the resolution granting CUP-09-02 allowing light truck rental, leasing, and associated temporary storage with the conditions stated in the staff report. MOTION CARRIED. [Vote: 6-0; Barhyte absent]

### **G. GENERAL BUSINESS**

#### 1. Approval of City Installation of Fire Hydrant for the Robinson Crossing II Project

City Engineer Mike McKillip gave a brief background on the staff report and noted it is an issue related to the installation of a fire hydrant, and noted a correction to the staff report on page 2, third paragraph, should read that the project as described by the developer is not financially feasible at this time as it relates to the particular project. There are also rough estimates of fire hydrants as listed in the staff report.

*David Emami, Lake Oswego, OR developer of the project, was present and distributed an email for the record. He noted that he has invested in the future of Tualatin, and the vision of urban renewal and explained what is wanted for that particular area of the city center. Mr. Emami said that during planning and meetings, the fire hydrant was overlooked, and he would appreciate Council taking a look at this issue that was missed by staff initially. He now has to install a fire hydrant at a substantial increase. Mr. Emami said he believes this is a partnership between the City and the private sector and believes it is unfair to take on the burden of the hydrant costs. He asked the Council consider his request.*

It was asked why fire hydrants were not part of the infrastructure in the first place. Community Director Doug Rux explained urban renewal programs are established to remove blight conditions within a certain area. The governing body determines what projects to invest money in, and Tualatin has focused on public infrastructure, to be able to attract development. The staff report outlines different options available, and at the time staff didn't know what development was going to actually be built there. Mr. Rux said hydrants could have been placed and knowing what is known now there could also be additional hydrants. Mr. Rux also noted he has held discussions with Mr. Emami and if staff had known what was going to be developed, the sewer line would have been redesigned. It was asked and answered that infrastructure was provided by other downtown urban renewal projects, such as the buildings around the Commons. Mr. Rux said in the case of the Commons project, the City was the developer and owned the property. In this case Mr. Emami owns this property and is the developer, and all that remains is the fire hydrants.

Mr. McKillip explained that additional hydrants can be installed on public property, and may then be installed on the private property. It was asked if the hydrant is a private demand versus public. Mr. McKillip said if there is room on the site, it would service that property. It was explained that a hydrant wouldn't be placed if not for this project.

It was asked and Mr. Rux replied the three story building project in the downtown area built few years back, were private hydrants provided by the developer, and the Development Commission did not participate in the fire hydrants at that building.

Alternatives were outlined in the staff report, and Alternative 3 was recommended by staff, and suggested that two hydrants be provided by Tualatin, and one to be provided by the developer. Discussion followed on the possible difficulty in locating and placement of the hydrant.

Mayor Ogden said the offer is that the City pays for two hydrants and Mr. Emami for one Council was in agreement.

MOTION by Councilor Truax, SECONDED by Councilor Harris that the City participate in providing two required hydrants on Seneca Street to support the Robinson II building, with ..... the developer providing the third hydrant. MOTION CARRIED.

#### **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 will be held after the regular meeting.

**J. COMMUNICATIONS FROM COUNCILORS**

Councilor Truax thanked members of the community for supporting Oregon Dog Rescue. A successful fundraising event was held at Wine Styles in Tualatin.

**K. ADJOURNMENT**

MOTION by Councilor Truax, SECONDED by Councilor Maddux to recess the meeting at 8:36 p.m. MOTION CARRIED.

The work session reopened at 8:37 p.m. to go into executive session pursuant to ORS 192.660(2)(h) to discuss current and pending litigation. The work session adjourned at 10:20 p.m.

Sherilyn Lombos, City Manager

Recording Secretary 



# STAFF REPORT

## CITY OF TUALATIN

Approved By Tualatin City Council  
Date 9-14-09  
Recording Secretary M. Smith

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

**FROM:** Sherilyn Lombos, City Manager

**DATE:** September 14, 2009

**SUBJECT:** APPROVAL OF A NEW LIQUOR LICENSE APPLICATION FOR CARABELLA VINEYARD & WINERY LLC

---

### ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve a new liquor license application for Carabella Vineyard & Winery LLC.

### RECOMMENDATION:

Staff respectfully recommends that the Council approve endorsement of the liquor license application for Carabella Vineyard & Winery.

### EXECUTIVE SUMMARY:

Carabella Vineyard & Winery has submitted a new liquor license application for a Winery. The business is located at 19550 SW Cipole Road. The application is in accordance with provisions of Ordinance No. 680-85 which established a procedure for review of liquor licenses by the Council.

Ordinance No. 680-85 establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed and signed off on this application.

According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

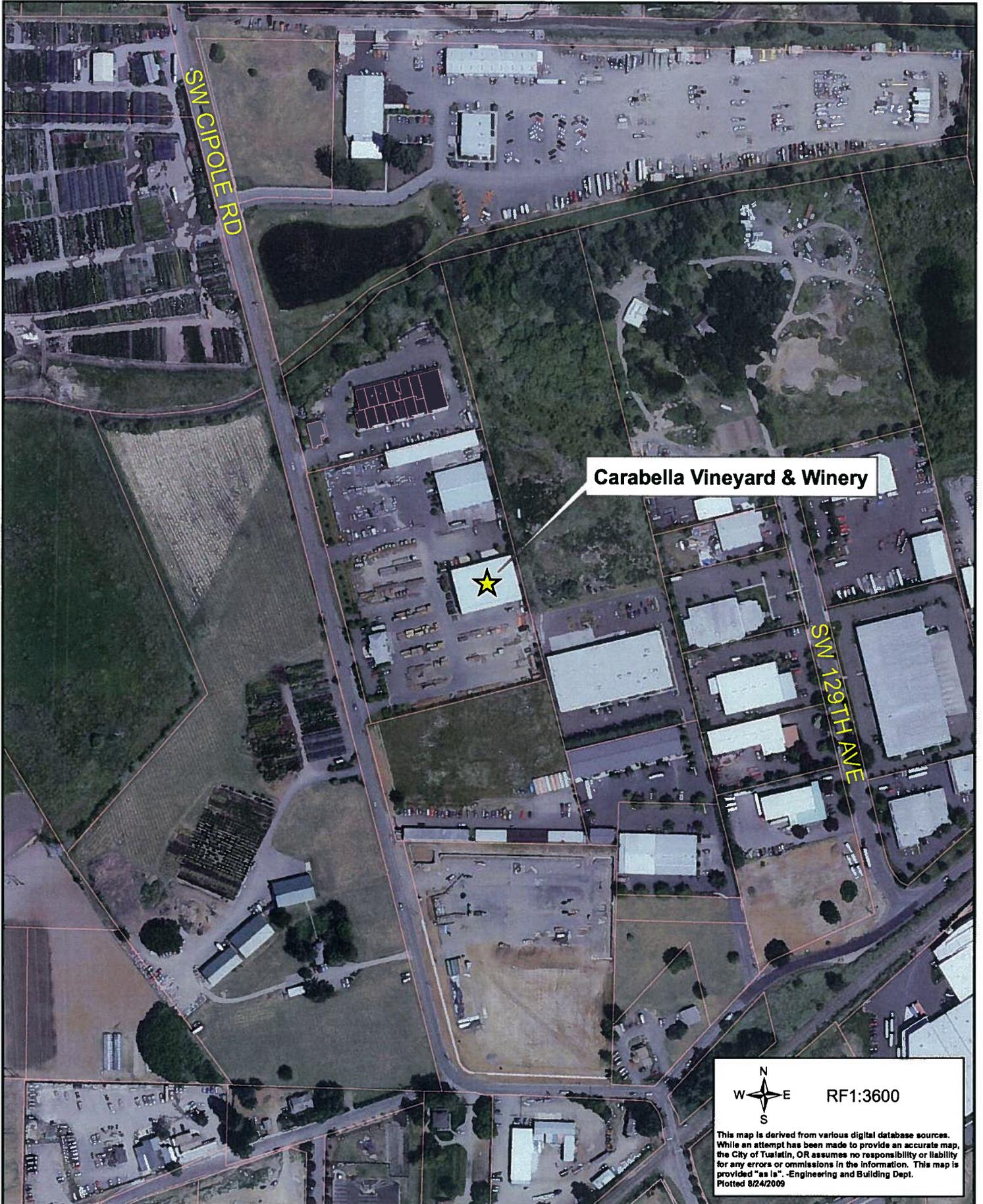
### FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

**Attachments:**

1. Vicinity Map
2. OLCC License Types
3. Liquor License Application

# Carabella Vineyard & Winery: 19550 SW Cipole Road



**Carabella Vineyard & Winery**



RF1:3600

This map is derived from various digital database sources. While an attempt has been made to provide an accurate map, the City of Tualatin, OR assumes no responsibility or liability for any errors or omissions in the information. This map is provided "as is". -Engineering and Building Dept. Plotted 8/24/2009

## **OREGON LIQUOR CONTROL COMMISSION LICENSE TYPES & PRIVILEGES**

### **Brewery – public house**

Allows the manufacture & sale of malt beverages to wholesalers, & the sale of malt beverages, wine & cider for consumption on or off the premises. [ORS 471.200]

### **Brewery**

Allows the manufacture, importation, storage, transportation & wholesale sale of malt beverages to OLCC licensees. Malt beverages brewed on the premises may be sold for consumption on the premises & sold in kegs to the public. [ORS 471.220] designates a licensee that does not allow tastings or other on premises consumption.

### **Certificate of Approval**

This certificate allows an out-of-state manufacturer, or an importer of foreign wine or malt beverages, to import wine & malt beverages to Oregon licensees. [ORS 471.289]

### **Distillery**

Allows the holder to import, manufacture, distill, rectify, blend, denature & store distilled spirits. A distillery that produces distilled liquor may permit tastings by visitors. [ORS 471.230]

### **Direct Shipper Permit**

Allows manufacturers & retailers to ship wine & cider directly to Oregon residents for their personal use. [ORS 471.282]

### **Full On Premises Sales**

Allows the sale & service of distilled spirits, malt beverages & wine for consumption on the licensed premises. Also allows licensees who are pre-approved to cater events off of the licensed premises [ORS 471.175] license sub-type designates the type of business licensed: F-CAT- caterer; F-CLU- private club; F-COM - commercial establishment; F-PC - passenger carrier; F-PL - other public location.

### **Growers Sales Privilege**

Allows the importation, storage, transportation, export, & wholesale & retail sales of wines made from fruit or grapes grown in Oregon [ORS 471.227]. Designates a licensee that does not allow tastings or other on premises consumption.

### **Limited On Premises Sales**

Allows the sale of malt beverages, wine & cider for consumption on the licensed premises & the sale of kegs of malt beverages for off premises consumption. Also allows licensees who are pre-approved to cater events off of the licensed premises. [ORS 471.178]

### **Off Premises Sales**

Allows the sale of malt beverages, wine & cider in factory sealed containers for consumption off the licensed premises & allows approved licensees to offer sample tasting of malt beverages, wine & cider. [ORS 471.186]

### **Warehouse**

Allows the storage, importing, exporting, bottling, producing, blending & transporting of wine & malt beverages. [ORS 471.242]

### **Wholesale Malt Beverage & Wine**

Allows the importation, storage, transportation & wholesale sale of malt beverages & wine to OLCC licensees & limited retail sales to the public (dock sales). [ORS 471.235]

### **Wine Self Distribution Permit**

Allows manufacturers to sell & ship wine & cider produced by the manufacturer directly to Oregon retailers for resale to consumers. May ship to businesses which have an OLCC endorsement to receive the shipments. [ORS 471.274]

### **Winery**

Allows the licensee to import, bottle, produce, blend, store, transport & export wines, & allows wholesale sales to OLCC & licensees, & retail sales of malt beverages & wine for consumption on or off the licensed premises. [ORS 471.223]



# CITY OF TUALATIN

## LIQUOR LICENSE APPLICATION

Date 8/18/09

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

### SECTION 1: TYPE OF APPLICATION

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

### SECTION 2: DESCRIPTION OF BUSINESS

Name of business (dba): Carabella Vineyard & Winery LLC

Business address 194550 Cipole Rd City Tualatin State OR Zip Code 97062

Mailing address PO Box 2180 City Wilsonville State OR Zip Code 97070

Telephone # 503-925-0972 Fax # 503-925-0974

Name(s) of business manager(s) First Michael Middle C Last Hallock

Date of birth [REDACTED] Social Security # [REDACTED] ODL# [REDACTED] M  F

Home address [REDACTED] City Wilsonville State OR Zip Code 97070  
(attach additional pages if necessary)

Type of business Winery

Type of food served N/A

Type of entertainment (dancing, live music, exotic dancers, etc.) N/A

Days and hours of operation N/A

Food service hours: Breakfast N/A Lunch N/A Dinner N/A

Restaurant seating capacity N/A Outside or patio seating capacity N/A

How late will you have outside seating? N/A How late will you sell alcohol? N/A

How many full-time employees do you have? 1 Part-time employees? 0

**SECTION 3: DESCRIPTION OF LIQUOR LICENSE**

Name of Individual, Partnership, Corporation, LLC, or Other applicants \_\_\_\_\_

Carabella Vineyard & Winery LLC  
Type of liquor license (refer to OLCC form) Winery

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

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

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

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

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

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

**LIMITED LIABILITY COMPANY:** If this box is checked, provide full name, date of birth, and residence address of each member. If there are more than two members, use additional pages to complete this question. If members are not individuals, also provide for each member a description of the member's legal form and the information required by the section corresponding to the member's form.  
Full name: Michael Charles Hallock Date of birth: [REDACTED]  
Residence address: [REDACTED], Wilsonville, OR 97070

Full name: CARA ELLEN HALLOCK Date of birth: [REDACTED]  
Residence address: [REDACTED] Wilsonville OR 97070

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

**SECTION 4: APPLICANT SIGNATURE**

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

[Signature] 8/12/09  
Signature of Applicant Date

For City Use Only

Sources Checked:

DMV by [Signature]  LEADS by [Signature]  TuPD Records by [Signature]  
 Public Records by \_\_\_\_\_

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

**It is recommended that this application be:**

Granted  
 Denied  
Cause of unfavorable recommendation: \_\_\_\_\_

[Signature: Kent W. Barker] 9/2/09  
Signature Date

Kent W. Barker  
Chief of Police  
Tualatin Police Department



# OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Contact  
Patricia [unclear]

PLEASE PRINT OR TYPE

Application is being made for:

### LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
  - Commercial Establishment
  - Caterer
  - Passenger Carrier
  - Other Public Location
  - Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
  - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: \_\_\_\_\_

### ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other Change Location

Applying as:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

FOR CITY AND COUNTY USE ONLY

The city council or county commission:  
City of Tualatin, OR

(name of city or county)

recommends that this license be:

Granted  Denied

By: [Signature] 9-14-09  
(signature) (date)

Name: Lou Ogden

Title: Mayor

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 8/18/09

90-day authority:  Yes  No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Carabella Vineyard & Winery, LLC ③ \_\_\_\_\_

② \_\_\_\_\_ ④ \_\_\_\_\_

2. Trade Name (dba): Carabella Vineyard

3. Business Location: 19550 SW Cipole Road Tualatin Washington Co, OR 97062  
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: PO Box 2180 Wilsonville OR 97070  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503-925-0972 503-925-0974  
(phone) (fax)

6. Is the business at this location currently licensed by OLCC?  Yes  No

7. If yes to whom: Same Type of License: Winery

8. Former Business Name: N/A

9. Will you have a manager?  Yes  No Name: Michael C. Hallock  
(manager must fill out an individual history form)

10. What is the local governing body where your business is located? TUALATIN  
(name of city or county)

11. Contact person for this application: Michael C Hallock 503-925-0972  
(name) (phone number(s))  
16111 SW Edmiston Road, Wilsonville OR 503-925-0974 pinot@carabellawine.com  
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 8/14/09 ③ \_\_\_\_\_ Date \_\_\_\_\_

② Cara Hallock Date 8/14/09 ④ \_\_\_\_\_ Date \_\_\_\_\_

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www.oregon.gov/olcc

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(rev. 12/07)



# OREGON LIQUOR CONTROL COMMISSION INDIVIDUAL HISTORY

PLEASE PRINT OR TYPE

YOU MUST ANSWER ALL QUESTIONS ON THIS FORM. IF THE QUESTION DOES NOT APPLY, WRITE N/A IN THE SPACE.  
ATTACH ADDITIONAL SHEETS IF NECESSARY.

Trade Name (d.b.a.): Carabella Vineyard City: Tualatin

1. Name: Hallock CARA Ellen  
(last) (first) (middle)

2. Other names used (maiden, other): Smedley

3. Residence Address: 16111 SW Edmiston Road Wilsonville OR 97070  
(number and street) (city) (state) (ZIP code)

4. Home Phone: (503) 925-0972 Business Phone: (503) 925-0972

5. \*SSN: 521-96-4405 Place of Birth: CO USA DOB: 03/11/1958 Sex: M \_\_\_ F   
(State/Country) (mm) (dd) (yyyy)

6. Driver License or State ID #: 6319368 State: OR Spouse's name: Michael C. Hallock

7. List all states, other than Oregon, where you have lived during the past ten years:  
Colorado

8. Do you currently hold, or have you ever held a liquor license in this or any other state?  Yes \_\_\_ No  
If yes, when, where and name of premises? Oregon - Currently

9. In the past twelve years, have you been convicted of **any** violation, misdemeanor or felony? \_\_\_ Yes  No  
If yes, what, when and where? \_\_\_\_\_

10. Have you ever entered into a diversion agreement? \_\_\_ Yes  No  
If yes, when and where? \_\_\_\_\_

11. Do you have any arrests or citations that have not been resolved? \_\_\_ Yes  No  
If yes, arrested/cited for: \_\_\_\_\_ Date \_\_\_\_\_ County/City/State/ \_\_\_\_\_

12. If you are applying for a retail liquor license: N/A  
a. Do you have any financial interest, direct or indirect, in any manufacturer or distributor of alcohol? \_\_\_ Yes \_\_\_ No If yes, what and where: \_\_\_\_\_  
b. Does any person having a financial or ownership interest in a manufacturer or distributor have an interest in, or potential claim upon your business or premises, for instance through investment, a loan, lease or contract? \_\_\_ Yes \_\_\_ No If yes, who? \_\_\_\_\_

13. Have you ever had a warning, violation, suspension, fine, cancellation or refusal as a licensee or service permittee, in Oregon or any other state? \_\_\_ Yes  No If yes, when: \_\_\_\_\_ where: \_\_\_\_\_

I UNDERSTAND THE OLCC WILL USE THE ABOVE INFORMATION TO CHECK FOR CRIMINAL RECORDS. I UNDERSTAND IF MY ANSWERS ARE NOT TRUE AND COMPLETE, THE OLCC MAY DENY MY LICENSE APPLICATION.

Applicant Signature: Cara E Hallock Date: 8/14/09

**\*SOCIAL SECURITY NUMBER DISCLOSURE** As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). The OLCC will refuse a license to any applicant or licensee who fails to provide his/her SSN. Your SSN will be used only for child support enforcement purposes unless you sign below.  
Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)). If you consent to these uses, please sign here:  
Applicant Signature: Cara E Hallock Date: 8/14/09



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# OREGON LIQUOR CONTROL COMMISSION INDIVIDUAL HISTORY

PLEASE PRINT OR TYPE

YOU MUST ANSWER ALL QUESTIONS ON THIS FORM. IF THE QUESTION DOES NOT APPLY, WRITE N/A IN THE SPACE.  
ATTACH ADDITIONAL SHEETS IF NECESSARY.

Trade Name (d.b.a.): Carabella Vineyard City: Tualatin

1. Name: Hallock Michael C  
(last) (first) (middle)

2. Other names used (maiden, other): None

3. Residence Address: 16111 SW Edminston Rd, Wilsonville OR 97070  
(number and street) (city) (state) (ZIP code)

4. Home Phone: (503) 925-0972 Business Phone: (503) 925-0972

5. \*SSN: 522-76-4745 Place of Birth: Wis USA DOB: 01/02/1951 Sex: M  F  
(State/Country) (mm) (dd) (yyyy)

6. Driver License or State ID #: 7269064 State: OR Spouse's name: CARA E. HALLOCK

7. List all states, other than Oregon, where you have lived during the past ten years:  
Colorado

8. Do you currently hold, or have you ever held a liquor license in this or any other state?  Yes  No  
If yes, when, where and name of premises? Oregon - Same Name

9. In the past twelve years, have you been convicted of **any** violation, misdemeanor or felony?  Yes  No  
If yes, what, when and where? \_\_\_\_\_

10. Have you ever entered into a diversion agreement?  Yes  No  
If yes, when and where? \_\_\_\_\_

11. Do you have any arrests or citations that have not been resolved?  Yes  No  
If yes, arrested/cited for: \_\_\_\_\_ Date \_\_\_\_\_ County/City/State/ \_\_\_\_\_

12. If you are applying for a retail liquor license: N/A  
a. Do you have any financial interest, direct or indirect, in any manufacturer or distributor of alcohol?  Yes  No If yes, what and where: \_\_\_\_\_  
b. Does any person having a financial or ownership interest in a manufacturer or distributor have an interest in, or potential claim upon your business or premises, for instance through investment, a loan, lease or contract?  Yes  No If yes, who? \_\_\_\_\_

13. Have you ever had a warning, violation, suspension, fine, cancellation or refusal as a licensee or service permittee, in Oregon or any other state?  Yes  No If yes, when: \_\_\_\_\_ where: \_\_\_\_\_

I UNDERSTAND THE OLCC WILL USE THE ABOVE INFORMATION TO CHECK FOR CRIMINAL RECORDS. I UNDERSTAND IF MY ANSWERS ARE NOT TRUE AND COMPLETE, THE OLCC MAY DENY MY LICENSE APPLICATION.

Applicant Signature: [Signature] Date: 8/14/09

**\*SOCIAL SECURITY NUMBER DISCLOSURE** As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). The OLCC will refuse a license to any applicant or licensee who fails to provide his/her SSN. Your SSN will be used only for child support enforcement purposes unless you sign below.  
Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)). If you consent to these uses, please sign here:  
Applicant Signature: [Signature] Date: 8/14/09



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# OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Carabella Vineyard & Winery LLC Phone: 503-925-0972

Trade Name (dba): Carabella Vineyard

Business Location Address: 19550 Sw Cipole Road

City: Tualatin ZIP Code: 97062

### DAYS AND HOURS OF OPERATION

N/A

Business Hours:

Sunday \_\_\_\_\_ to \_\_\_\_\_

Monday \_\_\_\_\_ to \_\_\_\_\_

Tuesday \_\_\_\_\_ to \_\_\_\_\_

Wednesday \_\_\_\_\_ to \_\_\_\_\_

Thursday \_\_\_\_\_ to \_\_\_\_\_

Friday \_\_\_\_\_ to \_\_\_\_\_

Saturday \_\_\_\_\_ to \_\_\_\_\_

Outdoor Area Hours:

Sunday \_\_\_\_\_ to \_\_\_\_\_

Monday \_\_\_\_\_ to \_\_\_\_\_

Tuesday \_\_\_\_\_ to \_\_\_\_\_

Wednesday \_\_\_\_\_ to \_\_\_\_\_

Thursday \_\_\_\_\_ to \_\_\_\_\_

Friday \_\_\_\_\_ to \_\_\_\_\_

Saturday \_\_\_\_\_ to \_\_\_\_\_

The outdoor area is used for:

Food service Hours: \_\_\_\_\_ to \_\_\_\_\_

Alcohol service Hours: \_\_\_\_\_ to \_\_\_\_\_

Enclosed, how \_\_\_\_\_

The exterior area is adequately viewed and/or supervised by Service Permittees.

\_\_\_\_\_ (Investigator's Initials)

Seasonal Variations:  Yes  No If yes, explain: \_\_\_\_\_

### ENTERTAINMENT

Check all that apply: N/A

- Live Music
- Recorded Music
- DJ Music
- Dancing
- Nude Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: \_\_\_\_\_

### DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday \_\_\_\_\_ to \_\_\_\_\_

Monday \_\_\_\_\_ to \_\_\_\_\_

Tuesday \_\_\_\_\_ to \_\_\_\_\_

Wednesday \_\_\_\_\_ to \_\_\_\_\_

Thursday \_\_\_\_\_ to \_\_\_\_\_

Friday \_\_\_\_\_ to \_\_\_\_\_

Saturday \_\_\_\_\_ to \_\_\_\_\_

### SEATING COUNT

Restaurant: \_\_\_\_\_ Outdoor: \_\_\_\_\_

Lounge: \_\_\_\_\_ Other (explain): \_\_\_\_\_

Banquet: \_\_\_\_\_ Total Seating: \_\_\_\_\_

**OLCC USE ONLY**

Investigator Verified Seating: \_\_\_\_\_ (Y) \_\_\_\_\_ (N)

Investigator Initials: \_\_\_\_\_

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

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Anna E Hallock Date: 8/14/09

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# OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Carabella Vineyard & Winery LLC Phone: 503-925-0972

Trade Name (dba): Carabella Vineyard

Business Location Address: 19550 SW Cipole Road

City: Tualatin ZIP Code: 97062

### DAYS AND HOURS OF OPERATION

N/A

#### Business Hours:

Sunday \_\_\_\_\_ to \_\_\_\_\_  
 Monday \_\_\_\_\_ to \_\_\_\_\_  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday \_\_\_\_\_ to \_\_\_\_\_  
 Thursday \_\_\_\_\_ to \_\_\_\_\_  
 Friday \_\_\_\_\_ to \_\_\_\_\_  
 Saturday \_\_\_\_\_ to \_\_\_\_\_

#### Outdoor Area Hours:

Sunday \_\_\_\_\_ to \_\_\_\_\_  
 Monday \_\_\_\_\_ to \_\_\_\_\_  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday \_\_\_\_\_ to \_\_\_\_\_  
 Thursday \_\_\_\_\_ to \_\_\_\_\_  
 Friday \_\_\_\_\_ to \_\_\_\_\_  
 Saturday \_\_\_\_\_ to \_\_\_\_\_

The outdoor area is used for:

- Food service Hours: \_\_\_\_\_ to \_\_\_\_\_  
 Alcohol service Hours: \_\_\_\_\_ to \_\_\_\_\_  
 Enclosed, how \_\_\_\_\_

The exterior area is adequately viewed and/or supervised by Service Permittees.

\_\_\_\_\_  
(Investigator's Initials)

Seasonal Variations:  Yes  No If yes, explain: \_\_\_\_\_

### ENTERTAINMENT

Check all that apply: N/A

- Live Music  Karaoke  
 Recorded Music  Coin-operated Games  
 DJ Music  Video Lottery Machines  
 Dancing  Social Gaming  
 Nude Entertainers  Pool Tables  
 Other: \_\_\_\_\_

### DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday \_\_\_\_\_ to \_\_\_\_\_  
 Monday \_\_\_\_\_ to \_\_\_\_\_  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday \_\_\_\_\_ to \_\_\_\_\_  
 Thursday \_\_\_\_\_ to \_\_\_\_\_  
 Friday \_\_\_\_\_ to \_\_\_\_\_  
 Saturday \_\_\_\_\_ to \_\_\_\_\_

### SEATING COUNT

Restaurant: \_\_\_\_\_ Outdoor: \_\_\_\_\_  
 Lounge: \_\_\_\_\_ Other (explain): \_\_\_\_\_  
 Banquet: \_\_\_\_\_ Total Seating: \_\_\_\_\_

**OLCC USE ONLY**

Investigator Verified Seating: \_\_\_\_\_ (Y) \_\_\_\_\_ (N)  
 Investigator Initials: \_\_\_\_\_  
 Date: \_\_\_\_\_

I understand if my answers are not true and complete, the OLCC may deny my license application.

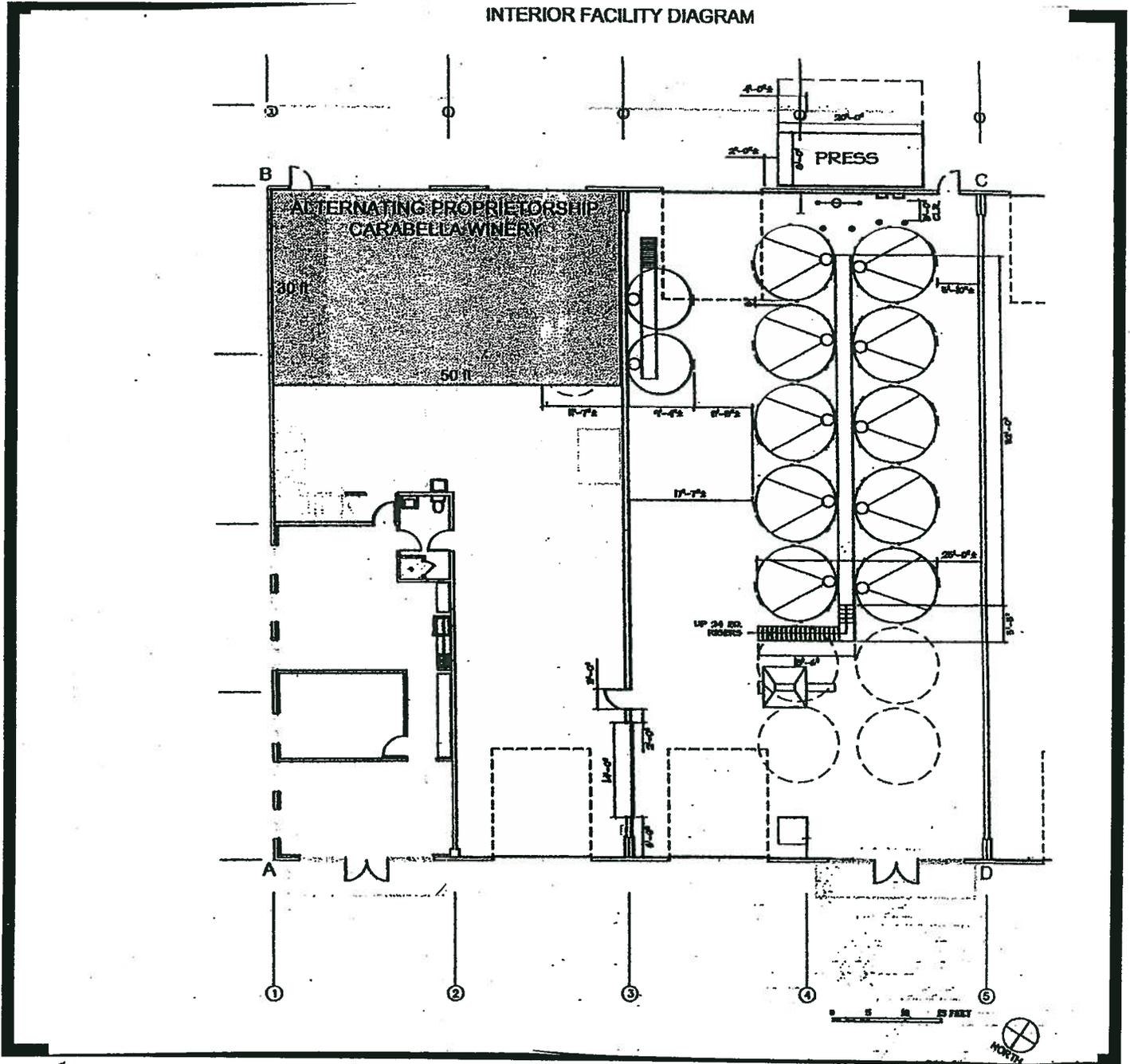
Applicant Signature: [Signature] Date: 8/14/09



**OREGON LIQUOR CONTROL COMMISSION  
FLOOR PLAN**

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- Applicants must provide a sketch that shows the specific area of the premises (e.g. dining area, bar, lounge, kitchen and restrooms). Full On-Premises (commercial establishments) applicants must also show dining tables. See example on back.

**INTERIOR FACILITY DIAGRAM**



Carabella Vineyard & Winery, LLC  
Applicant Name

Carabella Vineyard  
Trade Name (dba):

Tualatin 97062  
City and ZIP Code

.....OLCC USE ONLY.....  
MINOR POSTING ASSIGNMENT(S)

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

**1-800-452-OLCC (6522)**  
[www.oregon.gov/olcc](http://www.oregon.gov/olcc)

**COPY** (rev. 12/07)



Approved By Tualatin City Council  
Date 9-14-09  
Recording Secretary [Signature]

## STAFF REPORT CITY OF TUALATIN

**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:** September 14, 2009

**SUBJECT:** RESOLUTION APPROVING AMENDMENT NO. 3 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 GRANT PROGRAM

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### ISSUE BEFORE THE COUNCIL:

This is the third 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. This equipment is still in use by department members.

On January 22, 2007, Council approved the first amendment to the Intergovernmental agreement. On May 27, 2008, Council approved a second amendment to the same Intergovernmental Agreement. This will be the third amendment allowing us to extend the initial agreement and commits all parties to compliance with the Fiscal Year 2008 UASI grant contract and conditions, and continue 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 for the required coordination of activities through the initial agreement.

**FINANCIAL IMPLICATIONS:**

There are no financial implications with this Resolution.

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

RESOLUTION NO. 4922-09

RESOLUTION APPROVING AMENDMENT NO. 3 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

WHEREAS Tualatin adopted Resolution No. 4458-05 on November 28, 2005, that authorized an Intergovernmental Agreement (IGA) with Washington County for coordination of activities related to the 2005 UASI grant; and

WHEREAS 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; and

WHEREAS on September 1, 2006, the 2006 UASI grant awards were announced and Tualatin received equipment valued at \$28,416.00; and

WHEREAS Tualatin adopted Resolution No. 4627-07 on January 22, 2007, that authorized an amendment to the Intergovernmental Agreement (IGA) with Washington County for the continued coordination of activities related to the 2005 UASI grant; and

WHEREAS Tualatin adopted Resolution No. 4789-08 on May 27, 2008, that authorized an second amendment to the Intergovernmental Agreement (IGA) with Washington County for the continued coordination of activities related to the 2005 UASI grant; and

WHEREAS the proposed resolution continues the existing agreement between the City of Tualatin and Washington County for the required coordination of activities related to the initial 2005 UASI grant.

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

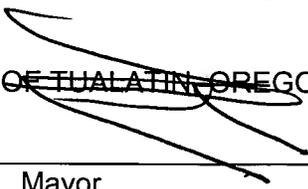
Section 1. The Mayor is authorized to sign the attached amendment to the IGA with Washington County.

INTRODUCED AND ADOPTED this 14th day of September, 20 09

APPROVED AS TO LEGAL FORM

*Brenda L. Braden*  
CITY ATTORNEY

CITY OF TUALATIN, OREGON

By   
Mayor

ATTEST:

By *Michael A. McKillip*  
Acting City Recorder

## 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 Brui

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

[Signature]  
Attorney

Date 6/30/09

**City of Tualatin**

[Signature]

Date 9-14-09

APPROVED AS TO FORM

Brenda L. Brader  
Attorney

Date 9/1/09

## 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 Buan Date Apr 17 2008

APPROVED AS TO FORM

Alan D. Bird Date 3/21/08  
Attorney

**City of Tualatin**

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

APPROVED AS TO FORM

Brenda L. Braden Date 4/30/08  
Attorney BOARD OF COMMISSIONERS

MINUTE ORDER # 08-145

DATE 4-15-08

BY Barbara Hejzmanek  
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:

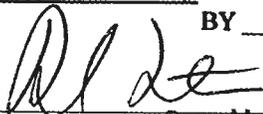
- a) That it has read the award conditions and certifications for the FY-06 UASI grant, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations and be

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 ~~APPROVED WASHINGTON COUNTY~~ **BOARD OF COMMISSIONERS** hereto to perform. All other provisions of the original intergovernmental agreement shall remain in effect.

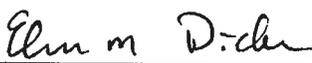
MINUTE ORDER # 06-385

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

  
Dave Maertens

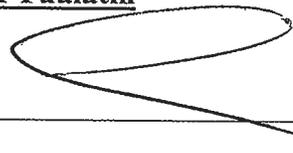
Date DEC 06 2006

APPROVED AS TO FORM

  
Attorney

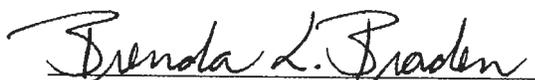
Date December 4, 06

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

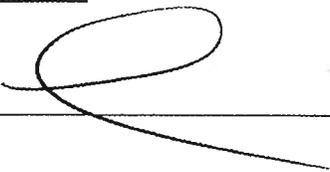
Edm Dide

Date OCT 20, 2005

Attorney

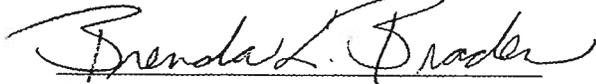
APPROVED WASHINGTON COUNTY  
 BOARD OF COMMISSIONERS  
 MINUTE ORDER # 05-409  
 DATE 11-8-05  
 BY Barbara Hejtmancik  
 CLERK OF THE BOARD

City of Tualatin

  
\_\_\_\_\_

Date 11/29/05

APPROVED AS TO FORM

  
\_\_\_\_\_  
Attorney

Date 11/29/05

**SUBGRANTEE COPY****Exhibit A**

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
URBAN AREAS SECURITY INITIATIVE – CFDA # 97.008**

**GRANT AWARD CONDITIONS AND CERTIFICATIONS**

<b>PROGRAM NAME:</b>	<b>Portland FY08 UASI Grant</b>	<b>GRANT NO:</b>	<b># 08-170</b>
<b>SUBGRANTEE:</b>	<b>City of Portland Portland Office of Emergency Management (POEM)</b>	<b>FY 2008 AWARD:</b>	<b>\$7,456,500</b>
<b>ADDRESS:</b>	<b>1001 SW 5<sup>th</sup> Avenue, Suite 650 Portland, OR 97204</b>	<b>AWARD PERIOD:</b>	<b>11/1/08 thru 5/31/11</b>
<b>PROGRAM CONTACT:</b>	<b>Carmen Merlo carmen.merlo@ci.portland.or.us</b>	<b>TELEPHONE:</b>	<b>(503) 823-2691</b>
		<b>FAX:</b>	<b>(503) 823-3903</b>
<b>FISCAL CONTACT:</b>	<b>Shelli Tompkins shelli.tompkins@ci.portland.or.us</b>	<b>TELEPHONE:</b>	<b>(503) 823-4187</b>
		<b>FAX:</b>	<b>(503) 823-3903</b>

**BUDGET****REVENUE**

Federal Grant Funds	\$7,456,500
---------------------	-------------

**TOTAL REVENUE: \$7,456,500****EXPENDITURES**

<b>Equipment</b>	
CBRNE Incident Response Vehicles	\$9,000
CBRNE Logistical Support	\$154,635
CBRNE Operational/Search and Rescue	\$711,560
Detection	\$112,960
Explosive Device Mitigation	\$295,367
Information Technology	\$1,180,182
Interoperable Communications	\$1,486,327
Medical	\$97,500
Other Authorized Equipment	\$39,541
Personal Protective Equipment	\$169,016
Power Equipment	\$4,200
Terrorism Incident Prevention	\$203,700
<b>Exercises</b>	\$214,377
<b>Planning</b>	\$1,771,475
<b>Training (ODP-approved)</b>	\$782,965
<b>Administration</b>	\$223,695

**TOTAL EXPENDITURES: \$7,456,500**

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. 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.
- G. By accepting FY 2008 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 Integration Center (NIC) at <http://www.fema.gov/emergency/nims/>.
- H. 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 and the U.S. Department of Homeland Security's Financial Management Guide. 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 and Local Governments); 2 CFR Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations Sub-part 31.2 (Contracts with Commercial Organizations).
    - c. Audit Requirements. OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

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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 Subgrantee and any contractors or subcontractors of 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 Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, 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 Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, 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.H.3 herein.
5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If 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.

### I. Procurement Standards.

1. Subgrantee shall follow the same policies and procedures used for procurement from its non-Federal funds. 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. Interagency agreements between units of government are excluded from this provision.
  - a. Subgrantees may not proceed with sole source procurement in excess of \$100,000 without prior written approval from OEM. Should a recipient elect to award a contract in excess of \$100,000 without competition, sole source justification will be necessary.
  - b. Justification must be provided for non-competitive procurement in excess of \$100,000 and 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.
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.

### J. Property/Equipment Management and Records Control and Retention of Records.

1. Property/Equipment Management and Records Control. Subgrantee agrees to comply with all requirements set forth in 44 CFR Section 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.

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- b. 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. 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. 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. Subgrantee shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and 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 (HSGP) 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.

### K. Funding.

1. Matching Funds. This Grant does not require matching funds.
2. 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 Homeland Security Grant Program (HSGP) guidelines.

### L. 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. Initial Strategy Implementation Plan (ISIP), Progress Reports, and Biannual Strategy Implementation Reports (BSIR).

The first report, the Initial Strategy Implementation Plan (ISIP), is due by **October 23, 2008** and will be completed by the Office of Emergency Management.

The Subgrantee agrees to submit two types of semi-annual reports on its progress in meeting each of its agreed upon goals and objectives. One is a narrative progress report that addresses specific information regarding the activities carried out under the FY 2008 State Homeland Security Grant Program and how they address identified project specific goals and objectives. The second is a set of web-based applications

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that details how funds are linked to one or more projects, which in turn must support specific goals and objectives in the State or Urban Area Homeland Security Strategy.

Reports are due **January 15, 2009; July 15, 2009; January 15, 2010; July 15, 2010; January 14, 2011; and July 15, 2011** or whenever Requests for Reimbursement are submitted, whichever comes first. Narrative reports may be submitted with reimbursements, or included in the "Project Notes" section of the BSIR.

**Any progress report or Biannual Strategy Implementation Report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. Subgrantee must receive prior written approval from OEM to extend a progress 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 quarterly but no less frequently than semi-annually during the term of the grant agreement. At a minimum, RFRs must be received no later than **January 30, 2009; July 31, 2009; January 29, 2010; July 30, 2010; January 31, 2011; and June 30, 2011.**

Reimbursements for expenses will be withheld if progress 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 **November 1, 2008** or after **May 31, 2011.**
  - d. 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. Subgrantee shall provide OEM copies of all audit reports pertaining to this Grant Agreement obtained by Subgrantee, whether or not the audit is required by OMB Circular A-133.

### M. 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 Subgrantee, its officers, employees, subcontractors, or agents under this grant.

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.

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.

N. 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 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.

O. No Implied Waiver, Cumulative Remedies. The failure of OEM to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

P. 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 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. Subgrantee, by execution of this agreement, hereby consents to the In Personam Jurisdiction of said courts.

Q. 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 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.

R. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of OEM, Subgrantee, and their respective successors and assigns, except that Subgrantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OEM.

S. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section I.H (Administrative Requirements, Retention and Access to Records, and Audits); Section I. I (Procurement Standards); Section I. J (Property/Equipment Management and Records Control, and Retention of Records); Section I.L (Reports); and Section I.M (Indemnification).

T. 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.

U. 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 grant funds 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 28 CFR Part 1471.) Subgrantees 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. 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](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. 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; and the U.S. Department of Homeland Security's *Financial Management Guide*.
  2. Cost Principles set forth in 2 CFR Part 225, State and Local Governments; Part 220, Educational Institutions; Part 230, Non-Profit Organizations; and Federal Acquisition Regulation Sub-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/Equal Employment Opportunity Policies and Procedures; 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. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
  6. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
  7. 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.)
  8. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
  9. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
  10. Clean Air Act, 42 USC 7401 et seq.
  11. Clean Water Act, 33 USC 1368 et seq.
  12. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
  13. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
  14. Endangered Species Act of 1973, 16 USC 1531 et seq.
  15. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
  16. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
  17. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
  18. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
  19. Indian Self-Determination Act, 25 USC 450f.
  20. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
  21. Animal Welfare Act of 1970, 7 USC 2131 et seq.
  22. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
  23. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

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## D. Certification of Non-discrimination.

1. 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, handicap, or gender. The Subgrantee, and all its contractors and subcontractors, assures compliance with the following laws:
  - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
  - b. Title IV of the Civil Rights Act of 1964, as amended;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended;
  - d. Title II of the Americans with Disabilities Act (ADA) of 1990,
  - e. Title IX of the Education Amendments of 1972;
  - f. The Age Discrimination Act of 1975;
  - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
  - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
2. 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, handicap 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). OEM will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

E. Civil Rights Compliance. All recipients of federal grant funds are required, and Subgrantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act, of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).

F. Equal Employment Opportunity Program. *Title VI of the Civil Rights Act of 1964, as amended, 42. U.S.C. 2000 et. seq.* – No person on the grounds of race, color or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program or activity receiving Federal financial assistance. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program as required by this section will be in effect on or before the effective date of this agreement.

If required to formulate an Equal Employment Opportunity Program (EEOP), the Subgrantee must maintain a current copy on file which meets the applicable requirements.

G. Services to Limited English Proficient (LEP) Persons. Subgrantees are required to comply with several federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. For additional information, please see <http://www.lep.gov>.

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## H. Environmental and Historic Preservation.

1. 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. 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 that are 50 years old or greater. 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.
2. 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.

## I. Certification Regarding Drug Free Workplace Requirements. 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 Sec. 83.205 through 83.220); and
  - b. Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Sec. 83.225).
2. Second, you must identify all known workplaces under your Federal awards (see Sec. 83.230).

Additional information can be referenced at:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/28cfrv2\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.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 State Homeland Security Grant Program recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the State Homeland Security Grant 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**

Subgrantee represents and warrants to OEM as follows:

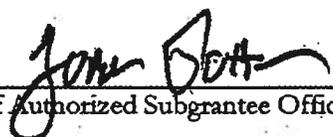
- A. Existence and Power. Subgrantee is a political subdivision of the State of Oregon. Subgrantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority. No Contravention. The making and performance by Subgrantee of this Agreement (a) have been duly authorized by all necessary action of 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 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 Subgrantee is a party or by which 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 Subgrantee and constitutes the legal, valid, and binding obligation of 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 Subgrantee of this Agreement.



11/17/08

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



11-08-08

Signature of Authorized Subgrantee Official

Date

Tom Potter, Mayor

Name/Title



11-10-08

Signature of Authorized Fiscal Representative of Subgrantee Agency

Date

Shell Tompkins, Sr. Management Analyst

Name/Title



Approved By Tualatin City Council  
Date 9-14-09  
Recording Secretary M. Smith

## STAFF REPORT CITY OF TUALATIN

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

**THROUGH:** Sherilyn Lombos, City Manager

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

**DATE:** September 14, 2009

**SUBJECT:** RESOLUTION TO ADOPT AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TIGARD-TUALATIN SCHOOL DISTRICT AND THE CITY OF TUALATIN FOR SAFE SCHOOLS AND HEALTHY STUDENTS

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### ISSUE BEFORE THE COUNCIL:

The adoption of this resolution will approve an updated Intergovernmental Agreement with the School District that will allow the City of Tualatin to continue to accept grant funds for enhanced School Resource Officer services to the School District.

### RECOMMENDATION:

It is recommended that this agreement be approved to allow the police services and cooperation with the school district to continue in an effort to keep students safe and healthy.

### EXECUTIVE SUMMARY:

The Tualatin Police Department currently partners with the Tigard-Tualatin School District by providing three (3) School Resource Officers during the school year to help keep the schools safe through crime prevention activities. Our officers also provide Drug and Alcohol Resistance Education (D.A.R.E.) training and Gang Resistance Education And Training (GREAT) programs to Tualatin students.

The School District received a four-year federal grant, in which the second year has an allocation of \$1,474,947 from the United States Department of Education to continue the programs throughout the District that have been in place and further enhance and improve programs to keep students safe and healthy in the public schools of the Tigard-Tualatin School District.



RESOLUTION NO. 4923-09

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN TIGARD-TUALATIN SCHOOL DISTRICT AND THE CITY OF TUALATIN FOR SAFE SCHOOLS AND HEALTHY STUDENTS

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

Section 1. The attached Intergovernmental Agreement is hereby approved and accepted.

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

Section 3. The Mayor or his designee is further authorized to enter into Memorandum of Understanding (MOA) relating to the provision of the Intergovernmental Agreement with Washington County so long as the terms of any such MOA are consistent with the terms of the Agreement and all of the parties to the understanding are other units of local government that have agreed to be bound by the terms of the attached agreement.

INTRODUCED AND ADOPTED this 14<sup>th</sup> day of September, 2009.

CITY OF TUALATIN, OREGON

By: \_\_\_\_\_  
Mayor

APPROVED AS TO LEGAL FORM

  
CITY ATTORNEY

ATTEST:

By:   
Acting City Recorder

## **SAFE SCHOOLS/HEALTHY STUDENTS INTERGOVERNMENTAL AGREEMENT**

The parties to this agreement ("Parties") are Tigard-Tualatin School District No. 23J, a school district of the State of Oregon ("District"), and The City of Tualatin, a political subdivision of the State of Oregon. The parties enter into this agreement pursuant to authority granted in ORS Chapter 190 (Intergovernmental Cooperation).

### **RECITALS**

- A. The District has received a four-year grant, in which the second year has an allocation of \$1,474,947.00, from the United States Department of Education, the Substance Abuse and Mental Health Services Administration, and the United States Health & Human Services Department for the purpose of instituting a Safe Schools/Healthy Students Program ("SS/HS Grant"), called the Tigard Tualatin Alliance for Successful Kids ("TTASK" Force). The TTASK Force is made up of the District and all our agency partners including Washington County, the Department of Human Services, and the cities of Tigard and Tualatin and their respective police departments. The Tualatin Police Department has the experience and expertise to help the District implement the program.
- B. The parties believe that partnership and collaboration are essential to the success of the Program and desire to enter into this Intergovernmental Agreement ("Agreement") to accomplish this purpose.

### **AGREEMENT**

#### **I. PROGRAM DESCRIPTION**

The District and its partners propose an integrated, comprehensive, community-wide, and community-specific plan to address the problems of school violence and alcohol and other drug abuse. This plan is focused on five elements:

- Element 1: Safe school environments and violence prevention activities.
- Element 2: Alcohol and other drug prevention activities.
- Element 3: Student behavioral, social, and emotional supports.
- Element 4: Mental health services.
- Element 5: Early childhood social and emotional learning programs.

The overarching goals of the project are to:

1. Create an inclusive, supportive, respectful school culture and secure environment, so that Tigard-Tualatin students and staff feel physically and emotionally safe.
2. Provide every child with the support and skills to resist alcohol, tobacco, and other drug use.
3. Ensure each student will have the support and skills to be healthy, productive members of the school community.

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4. Provide all children with identified mental health needs access to comprehensive services.
5. Ensure children enter school with the social and behavioral skills needed to be successful learners.

The TTASK Force partners are dedicated to improving outcomes for children and their families through building a dynamic community-owned coalition made up of the Tigard-Tualatin School District, the Washington County Juvenile and Conciliation Services, Washington County Commission on Children and Families, Washington County Health and Human Services, the Tigard Police Department, the Tualatin Police Department, and the Department of Human Services. The project will transform the current system by challenging the status quo and taking new and creative approaches to infrastructure development and service delivery.

## II. RESPONSIBILITIES OF THE TUALATIN P.D.

### A. Services to be performed by the Tualatin P.D.

1) Act as a partner in the development and implementation of the project; 2) provide support to the schools in the development of safe, crime free environments; 3) continue to provide youth with positive relationships with law enforcements officers; 4) continue the GREAT project during the term of this agreement; 5) hire 1.0 additional School Resource Officer to bring the total to three School Resource Officers for the Tualatin Police Department; and, 6) assist the schools in Tualatin in the assessment of the adequacy of school safety and crisis plans and development of staff competency in implementation of such plans.

The Tualatin P.D. agrees to assign a rank of Captain or higher to participate on the *TTASK Force Coordinating Council* to ensure the project results in sustainable, effective, efficient, and flexible systems of support for children and families of our community. The Coordinating Council will meet monthly to address policy, direction, design, and coordination, and provide the Project Director with on-going support in the development, implementation, review, and on-going modification of the program.

The implementation of the project will primarily be accomplished through the *TTASK Force Workgroups*, which will meet a maximum of twice-monthly to accomplish the immediate work of the project. The Tualatin P.D. agrees to provide meaningful membership to this group. The coordination and communication of these groups will be a model for the collaboration and community wide outcomes of the TTASK Force.

The Tualatin P.D. recognizes that participation by those who will benefit from the programs is essential and endorses the inclusion of the work of the *Family Advisory Council*. In addition, quarterly *Community Forums* will be held to provide an opportunity for the sectors of the community (faith community, private schools, entities representing the diversity of the community, the business community, etc.) that participated in the project to continue to assist in the development and implementation of its components. The Tualatin P.D. agrees to participate in the monthly *Family Advisory Council* and quarterly *Community Forums*.

The Tualatin P.D. will provide reports, within 30 days of written requests, of progress towards

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project goals. These goals are stated in the TTASK logic model and evaluation plan.

**B. Compliance with SS/HS Grant.** The Tualatin P.D. will perform work relative to achieving goals and objectives stated in the TTASK logic model and evaluation plan.

**C. Background Checks.** The Tualatin P.D. will meet the federal requirements of criminal background checks and compliance, and with the District's criminal history verification and fingerprinting requirements at the Tualatin P.D.'s expense for all employees who will have unsupervised contact with students as a result of the provision of services under this Agreement. The Tualatin P.D. and its contractors will ensure compliance with this requirement by each employee before that employee may begin providing services under this Agreement.

**D. Confidentiality.** The Tualatin P.D. shall require that its employees and contractors maintain the confidentiality of student information under FERPA and Oregon Student Records Regulations. The Tualatin P.D. will work collaboratively with the District to provide information and training on confidentiality to staff and contractors.

**E. Invoicing and Payment**

- Submit invoices quarterly:
  - September 30 - by the 20<sup>th</sup> day of the next month
  - December 31 - by the 20<sup>th</sup> day of the next month
  - March 31 - by the 20<sup>th</sup> day of the next month
  - June 30 – by the 20<sup>th</sup> day of the next month
- Summarize all hours, gross salaries and benefits by individual
- Summarize all expenditures by individual
- Payment is made only for services delivered and itemized
- Send invoices attention to Ray Grosenbach
- Invoices can be transmitted via e-mail, fax, or postal mail
  - Fax No. (503) 431 – 4037
  - E-Mail: [rgrosenbach@ttsd.k12.or.us](mailto:rgrosenbach@ttsd.k12.or.us)
  - Postal mail: Larry Hibbard Administration Center  
Attention: Ray Grosenbach  
Tigard-Tualatin School District  
6960 SW Sandburg St.

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Tigard, OR 97223

- The maximum allowed charges against this contract for the period from July 1, 2009 through June 30, 2010 shall be:

a. The Tualatin P.D. = \$98051.55

i. Includes:

1. salary,
2. benefits (payroll fringes and health),
3. materials/curriculum (includes ALL materials and curriculum necessary to execute programs referenced in Section IIA, excluding GREAT curriculum materials), and

ii. ALL other expenditures not referenced in Sections IIIA and IIIB (including use of any subcontractor's email/technology system and limited office space utilization) are the responsibility of the Tualatin P.D., unless written approval is obtained from the Tigard-Tualatin School District.

**F. Audit.** The Tualatin P.D. agrees to comply with audit requirements of the SS/HS Grant and to provide copies of its annual report and any other reports from agency audits performed during this Agreement.

**G. Records.** The Tualatin P.D. agrees to maintain program and fiscal documentation for services rendered. Such documentation shall be maintained in accordance with applicable federal and state laws and implementing regulations. All program and fiscal documentation is subject to audit. The Tualatin P.D. assumes fiscal responsibility for preparation of program and fiscal documentation, supplies and materials.

### III. RESPONSIBILITIES OF DISTRICT

**A. Services to be performed by The Tigard-Tualatin School District.**

1) Provide leadership in the development and implementation of the project; 2) work with partners to improve aspects of the project as it progresses; 3) act as fiscal agent for the project; 4) hire a Project Director and Administrative Assistant; 5) manage and convene meetings of the project Coordinating Council, Community Forums, Family Advisory Council and Operations Work Groups; 6) coordinate the development of necessary Intergovernmental Agreements and Memorandums of Understanding; 7) oversee the evaluation of the project and provide program evaluation data to all partner agencies; 8) hire, support and supervise 3.5 Strategic Tutors; 9) hire, support and supervise 1.0 Effective Behavior and Instructional Support Coach; 10) hire, support and supervise 1.0 Intercambio Activities Coordinator; 11) expand the district's training in cultural competency; 12) assign leadership for the Youth Services Team; 13) purchase, and provide training for, adopted violence and drug/alcohol prevention curricula; 14) coordinate community-wide early childhood screening and identification activities; and, 15) ensure Tigard-

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Tualatin District staff are knowledgeable regarding grant-funded programs.

**B. Provision of Space and Necessary Materials.**

All equipment and materials purchased with TTASK Force grant funds are the property of the district upon termination of contract.

**C. Payment.**

- Allow ten days after TTSD receives invoice for payment
  - The Tualatin P.D. is responsible for specifying to whom in their organization payments will be remitted.

**IV. GENERAL PROVISIONS.**

**A. Term.** The term shall be July 1, 2009 through June 30, 2010. This agreement must be renewed each year, for a maximum of five years from the original grant award (July 1, 2008) by written agreement of the TTASK Force partners.

**B. Termination.**

1. Termination for Convenience. This Agreement may be terminated at any time by any party upon thirty (30) days written notice.

2. Termination for Cause; Cure. This Agreement may be terminated for cause by any party by providing thirty (30) days notice of breach of contract to the breaching party. This Agreement will not be terminated if the breaching party cures the breach prior to conclusion of the notice period.

3. Termination for Lack of Funding. This Agreement is contingent upon the availability of adequate funding.

4. Compensation at Termination. In the event of termination, District shall compensate The Tualatin P.D. for services performed up to the date of termination.

**C. Indemnification.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the Tualatin P.D. shall indemnify, defend and hold harmless the District from and against all liability, loss, and costs arising out of or resulting from the acts of the Tualatin P.D., its officers, employees and agents, including intentional or willful misconduct, in the performance of this agreement, and the District shall indemnify, defend and hold harmless the Tualatin P.D. from and against all liability, loss, and costs arising out of or resulting from the acts of the District, its officers, employees and agents, including intentional or willful misconduct, in the performance of this agreement. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. The term "costs" as used in this indemnification section shall include attorney fees at arbitration, mediation, trial or on appeal.

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**D. Insurance.** The Tualatin P.D. and District agree to each maintain insurance or self insurance consistent with provisions of the Oregon Tort Claims Act, ORS 30.270 and customary for public agencies of the same size and type.

**E. Adherence to Law.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

**F. Non-discrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

**G. Access to Records.** Each party shall have access to the books, documents and various records of the other party which are related to this agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.

**H. Subcontracts and Assignment.** No party will further subcontract or assign any part of this agreement without the written consent of the other party. All TTASK Force partners that plan on subcontracting services must adhere to regulations specified in Section 80.36 in EDGAR.

**I. This is the entire agreement.** This Agreement constitutes the entire and integrated agreement between the Parties and may be modified or amended only by the written agreement of the Parties.

TIGARD-TUALATIN SCHOOL DISTRICT NO.  
23J

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

By: \_\_\_\_\_  
Rob Saxton  
Superintendent

CITY OF TUALATIN  
By:  \_\_\_\_\_  
Mayor

DATE: September 14, 2009

DATE: September 14, 2009

Attest:  \_\_\_\_\_  
Acting City Recorder

APPROVED AS TO LEGAL FORM

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CITY ATTORNEY



# STAFF REPORT CITY OF TUALATIN

Approved By Tualatin City Council  
Date: 9-14-09  
Recording Secretary *[Signature]*

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Kent W. Barker, Chief of Police *[Signature]*

**DATE:** September 14, 2009

**SUBJECT:** RESOLUTION TO ADOPT AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TIGARD-TUALATIN SCHOOL DISTRICT AND THE CITY OF TUALATIN FOR A SCHOOL RESOURCE OFFICER AGREEMENT

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## ISSUE BEFORE THE COUNCIL:

The adoption of this resolution will approve an Intergovernmental Agreement with the Tigard-Tualatin School District that will establish a mutual agreement to continue cooperative efforts with a School Resource Officer Program in the Tualatin public schools.

## RECOMMENDATION:

It is recommended that this agreement be approved to allow the police services within the Tualatin public schools to continue.

## EXECUTIVE SUMMARY:

In September 2004, the City of Tualatin was awarded a Federal grant for "COPS in Schools". The amount of the grant was for \$125,000 and was dispersed over a three-year period. During the term of the grant, the School District paid a matching amount of \$22,295, with an agreement that the School District would continue to pay this matching amount after the grant term had expired.

Based on the School District agreeing to continue to pay this amount, the School District and the City of Tualatin has had a mutual agreement as to the services the Police Department would provide. This agreement has been updated and the School District is agreeing to pay the City \$30,000 for the budget year 2009-10 and will adjust



RESOLUTION NO. 4924-09

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TIGARD-TUALATIN SCHOOL DISTRICT AND THE CITY OF TUALATIN FOR A SCHOOL RESOURCE OFFICER AGREEMENT

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

Section 1. The attached Intergovernmental Agreement is hereby approved and accepted.

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

Section 3. The Mayor or his designee is further authorized to enter into Memorandum of Understanding relating to the provision of the Intergovernmental Agreement with the Tigard-Tualatin School District so long as the terms of any such MOA is consistent with the terms of the Agreement and all of the parties to the understanding are other units of local government that have agreed to be bound by the terms of the attached agreement.

INTRODUCED AND ADOPTED this 14<sup>th</sup> day of September, 2009.

CITY OF TUALATIN, OREGON

By: \_\_\_\_\_

Mayor

APPROVED AS TO LEGAL FORM

  
CITY ATTORNEY

ATTEST:

By:  \_\_\_\_\_

Acting City Recorder

## **CITY OF TUALATIN AND TIGARD-TUALATIN SCHOOL DISTRICT SCHOOL RESOURCE OFFICER AGREEMENT**

This agreement is made and entered into by and between the City of Tualatin (City), a municipal corporation of the State of Oregon, and the Tigard-Tualatin School District (District).

WHEREAS the City and District desire a cooperative effort in:

- Creating an atmosphere of safety and security on school grounds;
- Enforcing the law and making arrests when necessary;
- Educating students on health, safety, drugs and violence issues;
- Providing resources for School District, staff, and students;
- Providing a positive image of law enforcement and law enforcement officers for school age children; and

WHEREAS the City and District desire to memorialize and continue their cooperative efforts by contract as authorized under ORS.190.010.

The parties agree as follows:

1. The Tualatin Police Department's School Resource Officer Program will strive to enhance public safety through community policing within the schools, including crime prevention, enforcement of laws on school grounds, education and role modeling.
2. The City shall provide three (3) School Resource Officers (SRO) to be assigned to service District schools within the city limits of Tualatin. All SROs shall be sworn employees of the Police Department.
3. The Tualatin SROs' primary assignments will be Tualatin High School, Hazelbrook Middle School, Byrom Elementary School, Bridgeport Elementary School, Tualatin Elementary School, and any future District school site that falls within the Tualatin Police Department jurisdiction.
4. The SRO's schedule will be developed by a Police Department supervisor to address the needs of the SRO unit and the schools they serve.
5. The SRO will work in cooperation with all school personnel, students, parents, and community members to accomplish the Police Department's mission.
6. The school principals and the Police supervisor of the SRO unit shall coordinate activities and meetings related to the SROs in the schools. The following priorities will guide the activities of the SRO:
  - a. Police presence, crime prevention and enforcement of laws. To create and maintain a feeling of safety and security for the benefit of all students and staff and to deter crime and violence on all school grounds through police presence and enforcement of laws.

- b. Education and positive contact. To create and maintain educational opportunities for all students and staff which in turn creates a positive image of law enforcement.
- c. Student and staff assistance. To become and remain a resource for all students and staff. To that end the SRO will be available for special event security as necessary.

7. The School District shall make every effort to provide the SROs with a private work area containing a desk, computer, and telephone within the High School and Middle School.

8. The City shall pay the costs of selection, salary, benefits, vehicle, and equipment for three SROs. The District shall provide funding to offset the costs of the SRO program and to cover the costs of overtime for special events as necessary. The District's funding for Fiscal Year 2009/2010 shall be \$30,000. For future Fiscal Years, the funding will increase by an amount equal to 100% of the annual average change, for the period ending in December each year, using the C.P.I.-W, West Index.

9. *As part of the ongoing partnership between the City and District, each agrees to allow the other the use of any facilities as available for meetings, trainings, community events or other use as agreed upon by the parties, subject to each entity's facilities use policies and procedures.*

10. The cost of specialized training shall be shared by mutual agreement between the City of Tualatin and the School District on a case-by-case basis.

11. *All equipment supplied by the School District shall remain the property of the District; all equipment supplied by the City of Tualatin shall remain the property of the City.*

12. The City agrees to hold and save the School District, its officers, employees, or agents harmless from all claims whatsoever that might arise against the School District, its officers, employees, or agents by any act of Tualatin, its officers, employees, or agents in the performance of the duties required by this contract.

13. The District agrees to hold and save the City of Tualatin, its officers, employees, or agents harmless from all claims whatsoever that might arise against the City of Tualatin, its officers, employees, or agents by any act of the School District, its officers, employees, or agents in the performance of the duties required by this contract.

14. The City and the District mutually agree that neither party will insure the actions of the other, but rather each party will assume its own responsibility in connection with any claims made by a third party against the City and/or the District and that both the City and the District will maintain liability insurance coverage.

15. The City and the District mutually agree that nothing contained in this contract is intended to limit the remedy, if any, of either party against the other party, including claims under subrogation agreements with the party's insurance carrier, to recover damages to property or injury to persons caused by a party's negligence.

16. This contract shall be effective beginning July 1, 2009, through June 30, 2010. It shall continue and shall be automatically renewed for each successive year unless either party gives written notice of termination, no later than the first day of the immediately preceding month of June. This contract may be modified, subject to negotiation, provided that the party seeking to renew the agreement provides the other party with thirty-days (30) written notice.

In witness whereof, the parties have caused this contract to be executed by the duly authorized officers on the dates hereinafter written.

Dated this  1  day of  -- , 2009.

City of Tualatin

Tigard-Tualatin School District

By

By

Lou Ogden, Mayor

Rob Saxton, Superintendent

ATTEST:

By

Michael A. McKillip   
Acting City Recorder

APPROVED AS TO LEGAL FORM

Brenda L. Braden   
CITY ATTORNEY



# STAFF REPORT CITY OF TUALATIN

Approved By Tualatin City Council  
Date 9-14-09  
Recording Secretary M. Smith

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Donald A. Hudson, Finance Director 

**DATE:** September 14, 2009

**SUBJECT:** RESOLUTION AUTHORIZING BANCROFTING OF TRAFFIC IMPACT FEE RELATED TO SUSHVILLE RESTAURANT AND AUTHORIZING THE CITY RECORDER TO ENTER CERTAIN REAL PROPERTIES WITHIN THE CITY OF TUALATIN ONTO THE CITY OF TUALATIN LIEN DOCKET

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## ISSUE BEFORE THE COUNCIL:

Whether to authorize Bancroft Bonding for the Traffic Impact Fee associated with the Sushville Restaurant to be located at 7107 SW Nyberg Street.

## RECOMMENDATION:

Staff recommends adoption of the attached resolution authorizing the acceptance of an application to pay the Traffic Impact Fee in installment payments and establishing the interest rate for the unpaid balance.

## EXECUTIVE SUMMARY:

Ryan Choy is opening the Sushville Restaurant at 7107 SW Nyberg Street and has asked the City to be able to pay his Traffic Impact Fee related to the project in installment payments.

Oregon Revised Statutes (ORS) chapter 223 and TMC Chapter 2-7 allow the property owner to pay system development charges in installment payments under the Bancroft Bonding Act, which essentially allows the property owner or developer to finance these charges through the City. Interest is set by Council resolution and is proposed at an interest rate of the Prime Rate on the date the agreement with Mr. Choy is signed, plus 1% (the current Prime Rate is 3.25%). Payment terms will require semi-annual principal and interest payments, for a term not to exceed five years.

**OUTCOMES OF DECISION:**

If adopted, this resolution allows Mr. Choy to enter into an agreement to pay the Traffic Impact Fee related to the Sushiville Restaurant in installment payments.

**FINANCIAL IMPLICATIONS:**

The Traffic Impact Fee revenue will not be available for immediate use on projects. If situations arise where this revenue is needed before the installment payments are made the City could borrow the funds for projects and use the installment payments to partially make debt payments on the loan.

The amount of the Traffic Impact Fee is still \$15,382.24, which will bring in approximately \$2,000 every 6 months, after adding the 15% administrative and overhead fee per TMC Chapter 2-7.

**Attachments:**      A. Resolution

**RESOLUTION NO. 4925-09**

A RESOLUTION AUTHORIZING BANCROFTING OF TRAFFIC IMPACT FEE RELATED TO SUSHVILLE RESTAURANT AND AUTHORIZING THE CITY RECORDER TO ENTER CERTAIN REAL PROPERTIES WITHIN THE CITY OF TUALATIN ONTO THE CITY OF TUALATIN LIEN DOCKET

WHEREAS, ORS Chapter 223 and TMC Chapter 2-7 allow a property owner to pay system development charges in installment payments under the Bancroft Bonding Act; and

WHEREAS, Ryan Choy has asked that the City allow him to pay the Traffic Impact Fee for the Sushville Restaurant in installment payments; and

WHEREAS, the City Council has the authority to approve the application from Mr. Choy for installment payments for his system development charges and set the appropriate interest rate and terms for these payments.

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

Section 1. The City Council directs staff to accept the application from Mr. Choy for semi-annual principal and interest payments, for a period not to exceed five years, at an interest rate equal to the Prime Rate in effect on the date of the approved application, plus 1%.

Section 2. The City Recorder is authorized to enter the affected properties into the City's Lien Docket.

INTRODUCED AND ADOPTED this 14th day of September, 2009.

BY \_\_\_\_\_

Mayor

ATTEST:

BY \_\_\_\_\_

Acting City Recorder

APPROVED AS TO LEGAL FORM

*Brenda L. Broder*  
CITY ATTORNEY



Approved By Tualatin City Council

Date

9-14-09

Recording Secretary

# STAFF REPORT

## CITY OF TUALATIN

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Doug Rux, Community Development Director   
Eric Underwood, Development Coordinator 

**DATE:** September 14, 2009

**SUBJECT:** RESOLUTION ACCEPTING DEED OF DEDICATION AND EASEMENT ASSOCIATED WITH THE SW LEVETON DRIVE EXTENSION PROJECT (TIGARD-TUALATIN SCHOOL DISTRICT)

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### ISSUE BEFORE THE COUNCIL:

Whether the Tualatin City Council should adopt a resolution accepting a Deed of Dedication and Slope/Utility Easement as part of the SW Leveton Drive Extension Project.

### RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution.

### EXECUTIVE SUMMARY:

- This action is not a public hearing.
- The Fiscal Year 09/10 Leveton Tax Increment District Project Fund contains a capital project to design roadway improvements, and acquire rights-of-way and easements for the SW Leveton Drive Extension Project.
- The project area extends west from SW 128<sup>th</sup> Avenue to SW 130<sup>th</sup> Avenue then northerly to Highway 99W (Attachment A Vicinity Map).
- This public improvement project is funded by the Tualatin Development Commission ("Commission").
- The primary purpose of constructing the roadway is to better facilitate freight mobility and industrial traffic flow within the District.
- As part of the project, rights-of-way and slope/utility and temporary easements have been identified.

- The acceptance of the Deed of Dedication and Easement are conditioned on the Commission at their September 14, 2009 meeting adopting a resolution authorizing compensation for the Deed of Dedication and Easement for the amounts noted in the attached documents.
- The Commission at its May 26, 2009 meeting directed the acquisition of rights-of-ways and easements.
- The document to be accepted is from the following:
  - Tigard-Tualatin School District (Deed of Dedication and Slope/Utility Easement).
- The Deed of Dedication and Easement are being presented to the Council for acceptance because the subject project is for a public street improvement and the Commission does not accept these types of documents.
- There are no criteria to apply to this request.

**OUTCOMES OF DECISION:**

Approval of the request to accept Deed of Dedication and Easement will result in the following:

1. Allow the Commission to obtain the right-of-way and easement needed to construct roadway improvements.
2. Allow the SW Leveton Drive Project to maintain its current timeline.

Denial of the request to accept Deed of Dedication and Easement will result in the following:

1. The project will be delayed.
2. The Commission will need to decide whether or not to renegotiate right-of-way and easement acquisition costs.

**ALTERNATIVES TO RECOMMENDATION:**

Alternatives evaluated to acceptance of Deed of Dedication and Easement are as follows:

1. Renegotiate right-of-way and easement need and acquisition costs with current property owners.
2. Put project on hold.

**FINANCIAL IMPLICATIONS:**

Compensation for the Deed of Dedication and Easement was addressed by the Commission at their September 14, 2009 meeting and is not applicable to acceptance of these documents.

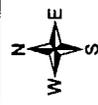
**PUBLIC INVOLVEMENT:**

Public involvement is not required as part of this action.

- Attachments:**
- A. Vicinity Map
  - B. Right-of-Way and Slope/Utility Easements Map
  - C. Resolution with Exhibits



This map is derived from various digital database sources. While every effort has been made to provide an accurate map, the City of Tualsis is not responsible for any errors or omissions in the information. This map is provided "as is". Engineering and Building Dept. Project 19172607

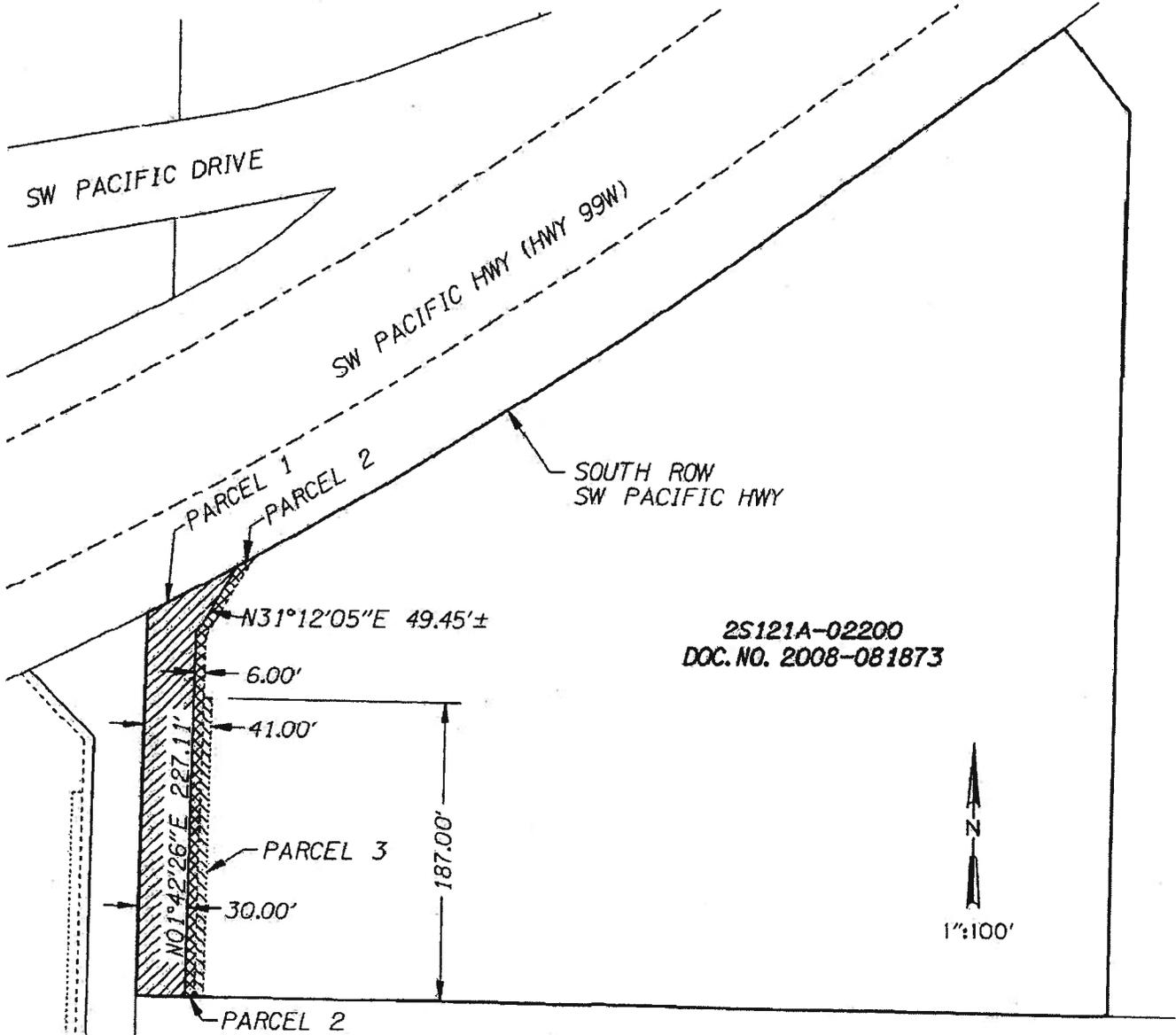


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Leveton Tax Increment District



EXHIBIT B  
 ACQUISITION MAP  
 TUALATIN DEVELOPMENT COMMISSION  
 NE 1/4 SECTION 21, T.2S., R.1W., W.M.



2S121A-02200  
 DOC. NO. 2008-081873

 PARCEL 1  
 ROW DEDICATION  
 AREA = 7,783 S.F. ±

 PARCEL 3  
 TEMPORARY CONSTRUCTION EASEMENT  
 AREA = 935 S.F. ±

 PARCEL 2  
 PERMANENT SLOPE & UTILITY EASEMENT  
 AREA = 1,681 S.F. ±

SW LEVETON DRIVE EXTENSION PROJECT  
 PAGE 1 OF 1  
 DECEMBER 3, 2008  
 REVISED JANUARY 21, 2009



RESOLUTION NO. 4926-09

RESOLUTION ACCEPTING DEED OF DEDICATION AND  
EASEMENT IN ASSOCIATION WITH THE SW LEVETON  
DRIVE EXTENSION PROJECT (TIGARD-TUALATIN  
SCHOOL DISTRICT)

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

Section 1. The attached documents, Exhibit 1 and 2 are hereby accepted by the  
City of Tualatin:

- a. Deed of Dedication From Tigard-Tualatin School District
- b. Slope/Public Utility Easement from Tigard-Tualatin School District

Section 2. The City Recorder shall be instructed to cause said Deed of  
Dedication and Slope/Public Utility Easement to be recorded in the Book of Records of  
the Washington County Recorder.

Section 3. The acceptance of the Deed of Dedication and Easement are  
conditioned on the Tualatin Development Commission adopting a resolution  
authorizing compensation for the Deed of Dedication and Easement.

INTRODUCED AND ADOPTED this 14<sup>th</sup> day of September, 2009.

~~CITY OF TUALATIN, OREGON~~

By \_\_\_\_\_  
Mayor

APPROVED AS TO LEGAL FORM

*Brenda L. Braden*  
CITY ATTORNEY

ATTEST:

By *Michael A. McKillip*  
Acting City Recorder



**CITY OF TUALATIN, OREGON**  
**DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, that Tigard-Tualatin School District 23J, an Oregon school district (the "GRANTOR"), grants to the City of Tualatin (the "CITY"), its successors in interest and assigns, the following real property with the tenements, hereditaments and appurtenances, situated in the County of Washington, State of Oregon, for the use of the public as a public way forever, for street, road, right-of-way and public utility purposes, bounded and described as follows, to wit:

*See attached legal description  
and attached map of description*

TO HAVE AND TO HOLD, the described and granted premises unto the said CITY, its successors in interest and assigns forever.

The true consideration of this conveyance is **Thirty-Five Thousand Thirty-Seven and No/100 Dollars (\$35,037.00)** and other valuable consideration, the receipt of which is acknowledged by GRANTOR.

The GRANTOR covenants to the CITY, and CITY'S successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the granted premises, free from all encumbrances, except encumbrances stated in the attached and incorporated exhibit entitled "Excepted Encumbrances", and that GRANTOR, GRANTOR'S heirs, and personal representatives shall warrant and forever defend the premises to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

EXECUTED this 5<sup>th</sup> day of August, 2009

Tigard-Tualatin School District 23J, an Oregon school district

Jill Zurschmeide  
Name (print or type)

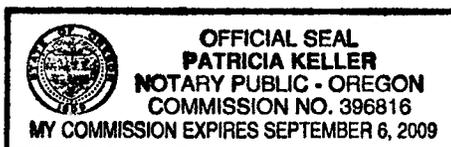
[Signature]  
Signature

TUSD Board Chair  
Title

Rob S. Saxton  
Name (print or type)

[Signature]  
Signature

Superintendent  
Title



STATE OF OREGON )  
County of Washington ) ss

On this 5<sup>th</sup> day of August, 2009, before me, the undersigned, a Notary Public, personally appeared Jill Zurschmeide and Rob S. Saxton who are known to be the Board Chair and Superintendent of Tigard-Tualatin School District 23J, an Oregon school district, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Patricia Keller  
Notary Public for Oregon

My commission expires: Sept. 6, 2009

CITY OF TUALATIN, OREGON  
By [Signature]  
Mayor

ATTEST:  
By Michael A. McKillyp  
Acting City Recorder

## EXHIBIT A

Tualatin Development Commission  
SW Leveton Drive Extension Project  
December 3, 2008  
Revised January 21, 2009

Tigard-Tualatin School District 23J  
Assessor No. 2S 1 21A 002200  
Doc. No. 2008-081873

### **Parcel 1 – Right-of-Way Dedication**

A portion of that property conveyed to Tigard-Tualatin School District 23J by Statutory Warranty Deed recorded as Document No. 2008-081873, Washington County Deed Records, located in the northeast quarter of Section 21, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, Washington County, Oregon, being all that portion of said Tigard-Tualatin School District 23J property lying west of the following described line:

Beginning at a point on the south line of said Tigard-Tualatin School District 23J property that lies 30.00 feet east, when measured at right angles, of the west line thereof; thence N01°42'26"E, parallel with said west line, 227.11 feet to an angle point; thence N31°12'05"E 49.45 feet, more or less, to the south right-of-way line of SW Pacific Highway and the terminus of the line being described.

The area of land to which this description applies contains 0.18 acre (7,783 square feet), more or less.

### **Parcel 2 – Permanent Slope and Utility Easement**

All that portion of said Tigard-Tualatin School District 23J property lying west of a line parallel with and 6.00 feet east, when measured at right angles, of the line described in Parcel 1, EXCEPT THEREFROM Parcel 1.

The area of land to which this description applies contains 0.04 acre (1,681 square feet), more or less.



CITY OF TUALATIN, OREGON

SLOPE AND PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Tigard-Tualatin School District 23J, an Oregon school district (the "GRANTOR"), grants to the City of Tualatin (the "CITY"), its successors in interest and assigns, the permanent right to construct, reconstruct, operate and maintain a Slope and Public Utilities, including but not limited to water, sewer, storm drain, power, telephone, cable television, and natural gas lines and facilities on the following described land:

*See attached legal description and map*

This Slope and Public Utility Easement is granted for the purpose of design, construction, operation, reconstruction, maintenance, and repair of a slope and utility in support of and to protect and save from damage the adjacent public right-of-way used for a public roadway, sidewalk, and related improvements and to allow installation of public utilities systems in this area.

TO HAVE AND TO HOLD, the described easement unto the CITY, its successors in interest and assigns forever.

GRANTOR reserves the right to use the surface of the land for walkways, plantings, parking, landscape maintenance, and related uses. Uses by the GRANTOR shall not be inconsistent or interfere with the use of the easement area by the CITY. No building or utility shall be placed upon, under, or within the property subject to the easement during its term without the written permission of the CITY.

Except as otherwise provided, upon completion of construction by CITY, the CITY shall restore the disturbed surface of the property to the condition reasonably similar to the previous state, and shall indemnify and hold the GRANTOR harmless against all loss, costs, or damage arising out of the exercise of the rights granted. Nothing contained in this easement shall be construed as requiring the CITY, its successors in interest or assigns to maintain landscaping, walkways, parking, or other surface or subsurface improvement made or constructed by or on behalf of the GRANTOR, its heirs, successors in interest or assigns.

The true and actual consideration paid for this transfer consists of **One Thousand One Hundred Forty-Three and No/100 Dollars (\$1,143.00)** or includes other property or other value given or promised, the receipt of which is acknowledge by the GRANTOR.

The GRANTOR covenants to the CITY, and CITY'S successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the granted premises, free from all encumbrances, except encumbrances, easements, restrictions and rights-of-way of record and those common and apparent on the land, and that GRANTOR, GRANTOR'S heirs, and personal representatives shall warrant and forever defend the premises to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.



## EXHIBIT A

Tualatin Development Commission  
SW Leveton Drive Extension Project  
December 3, 2008  
Revised January 21, 2009

Tigard-Tualatin School District 23J  
Assessor No. 2S 1 21A 002200  
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All that portion of said Tigard-Tualatin School District 23J property lying west of a line parallel with and 6.00 feet east, when measured at right angles, of the line described in Parcel 1, EXCEPT THEREFROM Parcel 1.

The area of land to which this description applies contains 0.04 acre (1,681 square feet), more or less.

RESOLUTION NO. 4927-09

RESOLUTION CONSENTING TO THE ANNEXATION OF THE CLACKAMAS COUNTY PORTION OF THE CITY OF TUALATIN TO THE CLACKAMAS COUNTY LIBRARY SERVICE DISTRICT

WHEREAS the City of Tualatin has more than 3000 residents that live in the Clackamas County portion of the City; and

WHEREAS Clackamas County formed a Clackamas County Library Service District to fund libraries under ORS 451.010 in November 2008; and

WHEREAS due to unanswered questions regarding the impacts of inclusion into the District on Tualatin's Clackamas County residents and with the assurance that the City could join the District at a later date, the Tualatin City Council declined to participate in the 2008 election for the Library Service District; and

WHEREAS with the formation of the new Library District, Tualatin residents who reside in Clackamas County have only courtesy library privileges in the Tualatin Public Library and no privileges in the Clackamas County libraries because they are not paying a levy for library services to Clackamas County, except that a portion of the Clackamas County permanent tax rate funds network services to the Clackamas County Library District whether or not Tualatin is a part of the District; and

WHEREAS the City of Tualatin's public library currently provides library services to those Clackamas County residents without reimbursement from the County; and

WHEREAS the City Council understands that annexation of the Clackamas County portion of Tualatin into the Clackamas County Library Services District would afford those residents full library privileges; and

WHEREAS by serving both the Clackamas and Washington County portions of Tualatin, Tualatin's library is fulfilling its role as a designated Town Center under Metro's 2040 Plan by providing local cultural and recreational activities for the local population to reduce traffic congestion and to support community identity; and

WHEREAS Tualatin residents who live in Clackamas County should be encouraged to obtain library services from the Tualatin Library to be consistent with Metro and Statewide Planning Goals and to reduce the ever-increasing traffic on county roads; and

WHEREAS the City Council is interested in being annexed into the Library Services District if a portion of the tax revenues collected on the assessed valuation of the portion of Tualatin in Clackamas County are returned to the City to provide library services to all Clackamas County residents, including Tualatin's Clackamas County residents; and

WHEREAS the territory of the City may only be included within the boundaries of a services district if the City Council adopts a resolution consenting to and proposing annexation to Clackamas County Board of Commissioners; and

WHEREAS it now appears timely for the City to request annexation and, if Clackamas County so orders, ask its Tualatin residents who live in Clackamas County to vote on whether that portion of the City should be annexed into the District to restore full library privileges to those residents.

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

Section 1. The City of Tualatin City Council proposes and consents to the annexation of the Clackamas County portion of the City of Tualatin, shown in the attached Exhibit A, into the Clackamas County Library Services District on the following conditions:

(a) Election Date

The Clackamas County Board of Commissioners shall approve the petition for annexation to allow a measure to be placed on the May 18, 2010 election ballot to provide Tualatin's Clackamas County residents an opportunity to vote on annexation into the Clackamas County Library Services District;

(b) Intergovernmental Agreement

Tualatin's participation in the Clackamas County Library Services District shall be defined through an Intergovernmental Agreement with Clackamas County;

(c) Boundary

All the portion of the City of Tualatin that is located in Clackamas County shall be incorporated into the Clackamas County Library Services District and designated as the City of Tualatin's Service Area (see attached boundary map identified as "Attachment A");

(d) Distribution of Revenue—Incorporated Area

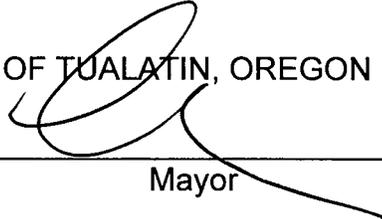
Tualatin shall receive 50% of the tax revenues collected by the Clackamas County Library Services District from Tualatin as compensation for Tualatin serving as the home library for those Tualatin residents who live in Clackamas County;

- (e) Distribution of Revenue Upon Annexation of Unincorporated Area  
When Tualatin annexes an unincorporated area of Clackamas County into the City, the distribution of the property taxes collected for the Clackamas County Library Services District within the annexed area shall be determined at that time;
- (f) Prior Year Recovered Delinquencies and Interest Earned  
Tualatin shall be reimbursed 50% of the recovered delinquent taxes (combined with any interest earned) collected for the Clackamas County Library Services District within the portion of the City of Tualatin located in Clackamas County.
- (g) Use of Funds  
Tualatin shall use such funds to provide library service consistent with ORS Chapter 451 and to achieve the Service Standards of the Clackamas County Library District;
- (h) Capital funds  
Tualatin agrees to waive any request for capital funding for the Tualatin Library from Clackamas County;
- (i) District Advisory Committee  
The City of Tualatin will not participate on the District Advisory Committee;
- (j) Effective Date of Service  
When the Board of County Commissioners takes action to place the annexation measure on the May 18, 2010 ballot, the Clackamas County Library Services District will restore library services to Tualatin's Clackamas County residents. If Tualatin's residents vote to annex into the District, the library services will continue without interruption. If Tualatin's residents vote against annexing into the District, the District will discontinue providing Tualatin's Clackamas County residents with library services and will not restore those services unless the resident pays a \$95 Clackamas County Library Services District "Out-of-District" annual fee.
- (k) Clackamas County Permanent Rate  
Clackamas County shall continue to provide network services to the Clackamas County Library Services District, a portion of which is funded through the county permanent tax rate paid by Tualatin's Clackamas County residents whether Tualatin is in the Library Services District or not.

Section 2. The Mayor shall send a letter certifying the proposed annexation into the Clackamas County Library Services District to the Clackamas County Board of Commissioners, acting as the governing body for the Clackamas County Library Services District, with this resolution.

INTRODUCED AND ADOPTED this 14th day of September, 2009.

CITY OF TUALATIN, OREGON

By  \_\_\_\_\_  
Mayor

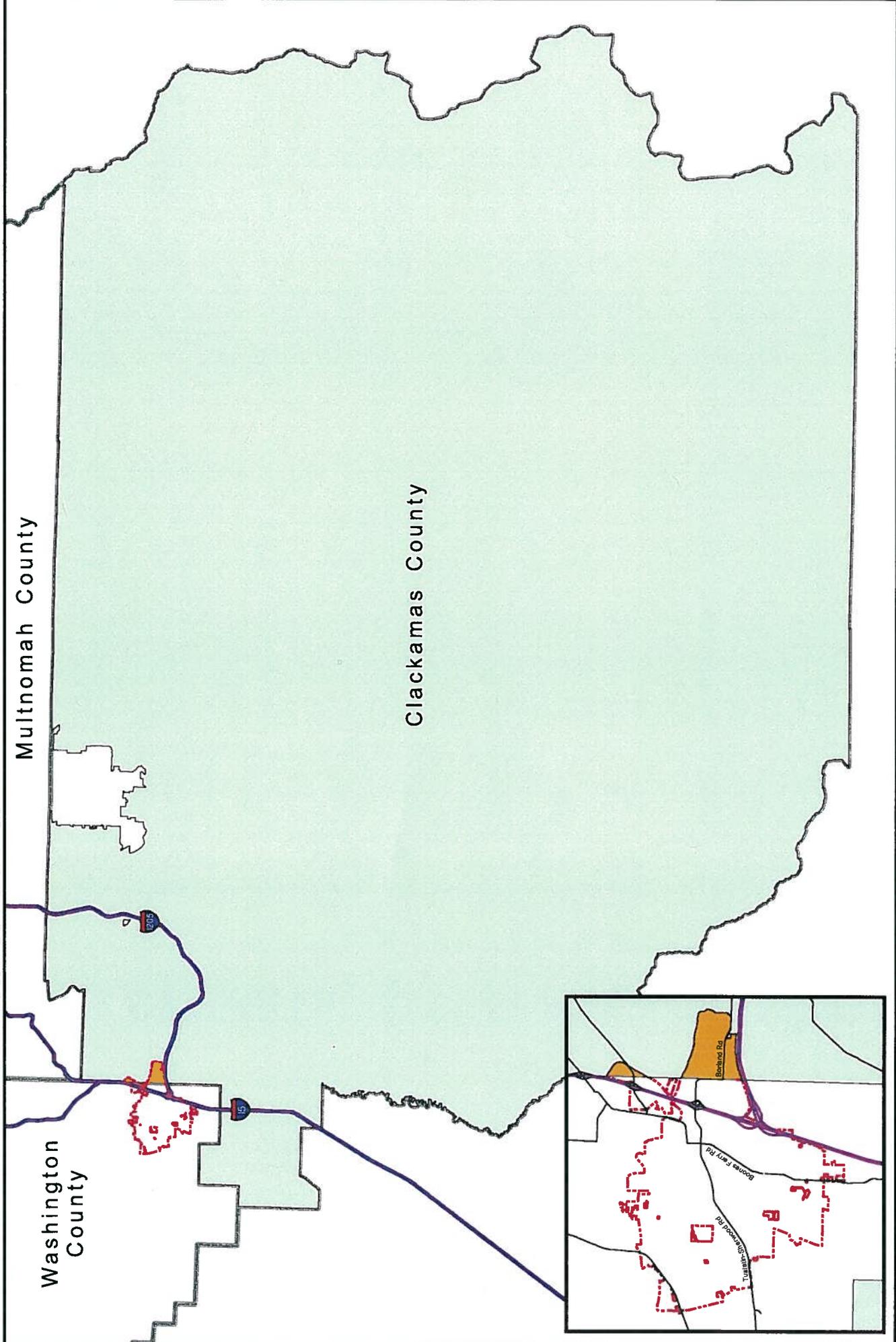
ATTEST:

By  \_\_\_\_\_  
Acting City Recorder

APPROVED AS TO LEGAL FORM

  
CITY ATTORNEY

Proposed Addition to Clackamas County Library District



Proposed Library District Addition
  City of Tualatin
  County Boundaries

Freeways

RF 1:408,000

This map is derived from various digital database sources. While we have made every effort to provide the most accurate information possible, the City of Tualatin, OR, assumes no responsibility or liability for any errors or omissions in the information. This map is provided "as is". Engineering and Building Dept. Printed 5/11/2009