



TUALATIN CITY COUNCIL AND TUALATIN DEVELOPMENT COMMISSION

Monday, August 13, 2012

CITY COUNCIL CHAMBERS
18880 SW Martinazzi Avenue
Tualatin, OR 97062

WORK SESSION begins at 5:00 p.m.
REGULAR MEETING begins at 7:00 p.m.

Mayor Lou Ogden
Council President Monique Beikman
Councilor Wade Brooksby Councilor Frank Bubenik
Councilor Joelle Davis Councilor Nancy Grimes
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 City website at www.ci.tualatin.or.us/government/CouncilPackets.cfm, the Library located at 18878 SW Martinazzi Avenue, and on file in the Office of the City Manager for public inspection. Any person with a 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* the day of the meeting through Washington County Cable Access Channel 28. The replay schedule for Council meetings can be found at www.tvctv.org. Council meetings can also be viewed by live *streaming video* on the City's website, the day of the meeting at www.ci.tualatin.or.us/government/CouncilPackets.cfm.

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

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. Mayor opens the public hearing and identifies the subject.
2. A staff member presents the staff report.
3. Public testimony is taken.
4. Council then asks questions of staff, the applicant, or any member of the public who testified.
5. When the Council has finished 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. Mayor opens the public hearing and identifies the case to be considered.
2. A staff member presents the staff report.
3. Public testimony is taken:
 - a) In support of the application
 - b) In opposition or neutral
4. Council then asks questions of staff, the applicant, or any member of the public who testified.
5. When 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 provided all interested persons with an adequate opportunity to present and respond to testimony. All persons providing testimony **shall be limited to 3 minutes**, subject to the right of the Mayor to amend or waive the time limits.

EXECUTIVE SESSION INFORMATION

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

The City Council may go into Executive Session under the following statutory provisions to consider or discuss: *ORS 192.660(2)(a)* employment of personnel; *ORS 192.660(2)(b)* 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.



OFFICIAL AGENDA OF THE TUALATIN CITY COUNCIL MEETING FOR AUGUST 13, 2012

A. CALL TO ORDER

Pledge of Allegiance

B. ANNOUNCEMENTS

1. Tualatin Youth Advisory Council Update for August 2012
2. Recognition of Donation of AED Monitors by Local Businesses
3. Swearing-In of Police Officer - *Chris Turner*
4. Employee Introduction - *Samantha Wikstrom, Community Services Department, Library*

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

The Consent Agenda will be enacted with one vote. The Mayor will first ask staff, the public and Councilors if there is anyone who wishes to remove any item from the Consent Agenda for discussion and consideration. The matters removed from the Consent Agenda will be considered individually at the end of this Agenda under, 1) Items Removed from the Consent Agenda. The entire Consent Agenda, with the exception of items removed from the Consent Agenda to be discussed, is then voted upon by roll call under one motion.

1. Approval of the Minutes for the Work Session and Meeting of July 23, 2012
2. Resolution Adopting the August 2012 Update to the Public Works Construction Code
3. Resolution Approving an Amendment 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
4. Recommendations from the Council Committee on Advisory Appointments

E. SPECIAL REPORTS

1. Regional Water Providers Consortium Conservation Program

F. PUBLIC HEARINGS – Legislative or Other

1. An Ordinance Vacating a Portion of SW Sagert Street Right-of-Way Adjacent to 9440 SW Sagert Street

G. PUBLIC HEARINGS – Quasi-Judicial

H. GENERAL BUSINESS

1. An Ordinance Regarding Sidewalk Maintenance and Amending Tualatin Municipal Code Chapter 2-2

I. 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.

J. COMMUNICATIONS FROM COUNCILORS

K. EXECUTIVE SESSION

L. ADJOURNMENT

City Council Meeting

B. 1.


Meeting
Date: 08/13/2012

ANNOUNCEMENTS

Tualatin Youth Advisory Council Update for August 2012

Attachments

A - PowerPoint Youth Advisory Council Update



August 13, 2012

TUALATIN YOUTH ADVISORY COUNCIL

TualataFest 2012



- Teen Battle of the Bands
- Friday, August 10, 6:30-9:30pm
- Tualatin Community Park
- Part of Tualatin Crawfish Festival
- Bands Performing:
 - Boys Without Toys
 - The Kronstadt Sailors
 - Ozymandias
 - Supernova

New Member Recruitment

- Deadline for applications is July 31st
- YAC will be reviewing applications and conducting interviews
- Excited to get new members on board!



Movies on the Commons



Thank you Sponsors!

- US West Coast TaeKwonDo
- A Group Real Estate
- Azimuth Communications
- Tualatin Chamber of Commerce
- Community Newspapers
- Roxy's Island Grill

Tualatin YAC – Youth Participating in Governance

Movies on the Commons

- August 4 Tron Legacy
- August 11 The Muppets
- August 18 Kung Fu Panda 2
- August 25 Rango (Ibach Park)



Coming Soon!

- Walk + Bike to School Day, October 3rd
- West Coast Giant Pumpkin Regatta
- Haunted House
- Washington County Commission on Children and Families – grant application
- National League of Cities



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Maureen Smith, Deputy City Recorder

DATE: 08/13/2012

SUBJECT: Approval of the Minutes for the Work Session and Meeting of July 23, 2012

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the minutes of the work session and meeting of July 23, 2012.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

Attachments: A - Work Session Minutes of July 23, 2012
B - Meeting Minutes of July 23, 2012



OFFICIAL MINUTES OF TUALATIN CITY COUNCIL WORK SESSION FOR JULY 23, 2012

Present: Mayor Lou Ogden; Council President Monique Beikman; Councilor Wade Brooksby; Councilor Frank Bubenik; Councilor Joelle Davis; Councilor Nancy Grimes; Councilor Ed Truax

Staff Present: City Manager Sherilyn Lombos; City Attorney Brenda Braden; Operations Director Dan Boss; Community Development Director Alice Rouyer; Community Services Director Paul Hennon; Finance Director Don Hudson; Deputy City Manager Sara Singer; Information Services Manager Lance Harris; Engineering Manager Kaaren Hofmann; Program Coordinator Kathy Kaatz; Water Division Manager Mick Wilson; Maintenance Services Division Manager Clayton Reynolds; Police Captain Larry Braaksma; Deputy City Recorder Maureen Smith

1. CALL TO ORDER

The Work Session was called to order at 6:00 p.m. Council immediately went into an executive session pursuant to ORS 192.660(2)(d) to discuss labor relations and an executive session pursuant to ORS 192.660(2)(h) to discuss current and pending litigation.

2. Executive Session

An executive session pursuant to ORS 192.660(2)(d) to discuss labor relations and an executive session pursuant to ORS 192.660(2)(h) to discuss current and pending litigation was held at the beginning of the work session.

3. Council Meeting Agenda Review, Communications & Roundtable

None.

4. ADJOURNMENT

The Work Session adjourned at 6:50 p.m.

Sherilyn Lombos, City Manager

A handwritten signature in cursive script that reads "Maureen Smith".

Maureen Smith, Recording Secretary



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR JULY 23, 2012

Present: Mayor Lou Ogden; Council President Monique Beikman; Councilor Wade Brooksby; Councilor Frank Bubenik; Councilor Joelle Davis; Councilor Nancy Grimes; Councilor Ed Truax

Staff Present: City Manager Sherilyn Lombos; City Attorney Brenda Braden; Operations Director Dan Boss; Community Development Director Alice Rouyer; Community Services Director Paul Hennon; Finance Director Don Hudson; Deputy City Manager Sara Singer; Information Services Manager Lance Harris; Engineering Manager Kaaren Hofmann; Program Coordinator Kathy Kaatz; Water Division Manager Mick Wilson; Maintenance Services Division Manager Clayton Reynolds; Police Captain Larry Braaksma; Deputy City Recorder Maureen Smith

A. CALL TO ORDER

Mayor Ogden called the meeting to order at 7:01 p.m.

The Pledge of Allegiance was led by Council President Beikman.

B. ANNOUNCEMENTS

1. Tualatin Crawfish Festival - Linda Moholt, Chamber of Commerce

Chamber of Commerce CEO Linda Moholt presented information on the upcoming 62nd Annual Tualatin Crawfish Festival, held August 10-11, 2012. This year's theme is "Viva Claws Vegas." The festival offers a variety of food, activities and entertainment, with the focus on "food" at this year's festival.

2. National Night Out Announcement

Police Captain Larry Braaksma announced the upcoming "National Night Out" event on August 7, 2012 from 3:00 p.m. to 10:00 p.m. The national event began 29 years ago as an opportunity for neighborhoods and businesses to take a stand against crime. Neighborhoods throughout Tualatin will host a variety of special events such as block parties, cookouts, parades, visits from police, contests, youth activities and anti-crime rallies. Participation has increased each year the event has been held in the City. For more information visit the National Night Out Website or contact the Police Department's Program Coordinator, Jennifer Massey at 503.691.4846.

3. Portland's Boil Water Notice

A "Boil Water Notice" was issued by the Portland Water Bureau over the past weekend due to routine water samples that tested positive for E. coli bacteria, affecting westside distribution. Although it did not affect Tualatin, citizens were left concerned due to unclear communication. City Manager Sherilyn Lombos said her office received notification from the city of Portland that Tualatin was not affected. The communication breakdown happened when this information was not immediately posted on the city of Tualatin's website. Council discussed the need to develop a contingency plan for non-emergencies, such as this to be able to inform residents in a timely manner.

C. **CITIZEN COMMENTS**

None.

D. **CONSENT AGENDA**

Item D-2 Resolution No. **5112-12** Approving a Settlement in Fairchild v. City of Tualatin was added to the Consent Agenda.

MOTION by Councilor Nancy Grimes, SECONDED by Councilor Joelle Davis to approve the Consent Agenda as amended and read.

Vote: 7 - 0 MOTION CARRIED

1. Approval of the Minutes for the Work Session and Meeting of July 9, 2012
2. Resolution No. **5112-12** Approving a Settlement in Fairchild v. City of Tualatin

E. **SPECIAL REPORTS**

1. Residential Recycling
-

Operations Program Coordinator Kathy Kaatz and Allied Waste Recycling Coordinator Colleen Wellnitz presented a PowerPoint review of the co-mingled residential recycling program. Her presentation informed the public about the materials that can and cannot be recycled as part of the program offered by Allied Waste. She reviewed the guidelines for acceptable and non-acceptable metals, and the bin on the side of the cart used for glass only. Motor oil is also acceptable when placed in a clear container and collected weekly. Ms. Wellnitz said Allied Waste cannot accept any hazardous waste other than motor oil. There are other options for residents such as Metro's hazardous waste recycling program.

Program Coordinator Kathy Kaatz mentioned that educational materials are available, and Tualatin, Allied, Metro, and Washington County will continue to provide and improve recycling programs.

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

G. PUBLIC HEARINGS – Quasi-Judicial

H. GENERAL BUSINESS

1. Ibach Citizen Involvement Organization (CIO) Update on Traffic Forum

Ibach Citizen Involvement Organization (CIO) president Robert Kellogg presented information on the neighborhood traffic forum that was held in March, hosted by the Ibach CIO. Over 50 people attended and shared their traffic and safety concerns about the 105th/108th/Blake Street and Graham's Ferry Road areas. Staff made a PowerPoint presentation at their annual CIO meeting in April that provided a list of projects which could be implemented in the short term to address some of the concerns, and long term solutions that would be included in the Transportation System Plan (TSP) project list for evaluation and further discussion. The estimated cost of the proposed short term projects is between \$50,000 - \$80,000 and can be funded through the Traffic Calming Projects budget line.

Mr. Kellogg thanked Deputy City Manager Sara Singer, Community Development Director Alice Rouyer, Engineering Manager Kaaren Hofmann, and Management Analyst Ben Bryant for all their work with the Ibach CIO.

Discussion followed on the proposed traffic and safety improvements, the costs associated with the various improvements, and the importance of safety improvements at Grahams Ferry Road. Council noted the importance of CIO representatives continuing their involvement in the TSP process.

City Manager Lombos explained the funds set aside for "traffic calming" have been used for minor issues and implementation of a number of minor improvements, but there is not a formal process in place. She explained that \$80,000 is available in FY 2012/13 that includes carry-over funds that were not spent in FY 2011/12, resulting in approximately \$140,000 available, for these types of projects.

Council discussed whether to move forward with this project now or wait for a process to be in place and a prioritization of requests. Concerns were expressed about using most of the funds for this project and whether there would be available funds for other CIOs that may request similar projects. City Manager Lombos suggested without a formal process in place, and the continuation of issues in that area for the past few years, to not delay the proposed improvements, while staff develops a process. Finance Director Don Hudson will also be meeting with all CIO treasurers to start a dialogue of funds that would be available through a grant program.

Council directed staff to develop a process for the prioritization of requests and to continue the discussion with the CIOs regarding a grant program.

MOTION by Councilor Nancy Grimes, SECONDED by Council President Monique Beikman to move forward with the project, with the exception of the Grahams Ferry Road improvements, and fund them as proposed in the staff report.

Discussion on Motion

Councilor Truax said he is in favor of the project, but he stated that he is also in favor of having a process in place and wants to see more specific cost estimates on this project. He said that Grahams Ferry Road improvements could be discussed when Washington County determines their list of road improvement projects.

Community Development Director Rouyer responded that staff has done preliminary cost estimates and can provide the information to Council at a future meeting.

Brief discussion followed on cost estimates and the specificity of the motion that is on the table.

MOTION RESTATED by Councilor Grimes to move forward with the improvements to 105th/108th, Avery, and Blake Streets, based on recommendations from staff and use funds from the traffic calming budget line, with a cost estimate between \$50,000-80,000, and table the Grahams Ferry Road improvements until more information is known from Washington County.

Vote: 7 - 0 MOTION CARRIED

I. ITEMS REMOVED FROM CONSENT AGENDA

None.

J. COMMUNICATIONS FROM COUNCILORS

Councilor Grimes complimented the facilitators of last week's Transportation System Plan meeting and being able to get through the process in an informative way, noting the many hours of work that has been invested in this project leading up to this meeting.

Councilor Bubenik thanked Community Services staff, particularly Program Coordinator Becky Savino, Operations and Police staff for putting together another great ArtSplash event.


K. EXECUTIVE SESSION

Mayor Ogden noted an executive session pursuant to ORS 192.660(2)(d) to discuss labor relations, and an executive session pursuant to ORS 192.660(2)(h) to discuss current and pending litigation were held at the beginning of the Work Session.

L. ADJOURNMENT

Mayor Ogden adjourned the meeting at 8:32 p.m.

Sherilyn Lombos, City Manager


Maureen Smith / Recording Secretary



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Kaaren Hofmann, Engineering Manager
Alice Rouyer, Community Development Director

DATE: 08/13/2012

SUBJECT: Resolution Adopting the August 2012 Update to the Public Works Construction Code

ISSUE BEFORE THE COUNCIL:

Shall the City Council adopt the August 2012 Update of the Public Works Construction Code?

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution updating the Public Works Construction Code.

EXECUTIVE SUMMARY:

The City of Tualatin's Public Works Construction Code (PWCC) is adopted by the City Council. The PWCC provides a 'one source' point to address the issues, questions, and concerns that typically accompany such work. This document addresses the design requirements and standards, materials that are acceptable for use on City of Tualatin projects and specifications on public improvements (specifically potable water, sanitary sewer, storm drain, transportation facilities, and franchise utilities).

The single change being proposed to the PWCC is in the sidewalk section, adding a new paragraph D. As a part of the Town Center planning and construction, an updated sidewalk standard was implemented. This standard includes tree wells and tree grates instead of planter strips. These standards were never adopted into the Public Works Construction Code for future development to follow. This revision would insert the required language to expand the sidewalks to 10 feet wide and require tree wells and grates.

The City's current Code was adopted on October 8, 2001 and revisions were adopted February 14, 2002; October 14, 2002, March 10, 2003, March 22, 2004, October 25, 2005, March 24, 2008, April 12, 2010, July 26, 2010, and September 26, 2011.

Attachments: [A. Proposed Revision](#)
[B. Resolution](#)

203.2.14 Sidewalks

The following specifies the requirements for sidewalks:

- A. The location and width of the sidewalks shall be as required by the Tualatin Development Code, Section 11.060, or City Engineer.
- B. Where clustered mailboxes, utility poles, fire hydrants, or other objects are within a sidewalk, the walk shall be widened or meandered to provide clearance equal to the required sidewalk width. Easements will be required for sidewalks outside of the right-of-way.
- C. Where it is required to install sidewalks and a permanent sidewalk cannot be constructed, a temporary walkway may be constructed. The temporary walkway may consist of an asphaltic concrete or Portland Cement concrete to a width, location and structure approved by the City Engineer.
- D. In the Town Center, the sidewalks shall be 10-feet wide and, rather than a planter strip, shall have tree wells. These wells shall have a grate such as Poly Grate II, 60" square (black color), Part #TSB55, manufactured by: SPC Industrial 3401 Chief Drive, Holly MI 48442, or approved equal. These grates shall be installed per manufacturers recommended specifications and additional details as identified by the Project Engineer.

203.2.15 Curb Ramps

Curb ramps shall be designed and constructed in accordance with Standard Drawings 460-469.

203.2.16 Right-of-Way and Grading

Grading outside the improved areas shall be as follows:

- A. All streets functional classifications shall have a two (2) percent upward grading from back of curb through the right-of-way line, and within the public utility easement.
- B. Retaining walls shall be used if slopes are greater than the requirements in paragraph A. above. Retaining walls shall be constructed to a height where the slope is no more than one and one-half (1-1/2) horizontal to

RESOLUTION NO. _____

RESOLUTION ADOPTING THE AUGUST 2012 UPDATE OF THE
PUBLIC WORKS CONSTRUCTION CODE

WHEREAS the Public Works Construction Code was adopted on October 8, 2001 and revised on February 11, 2002; October 14, 2002, March 10, 2003, March 22, 2004, October 25, 2005, March 24, 2008, April 12, 2010, July 26, 2010 and September 26, 2011; and

WHEREAS the Engineering Division has completed an update to the language of the text to specify 10' sidewalks and tree grates in the Town Center; and

WHEREAS pursuant to TMC 2-3.020 the City Engineer has the duty to maintain and update the Code; and

WHEREAS the City Council must first approve the proposed changes.

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

Section 1. The August 2012 Update of the Public Works Construction Code shall be adopted for use within the City of Tualatin.

Section 2. The August 2012 Update shall be effective immediately.

INTRODUCED AND ADOPTED this 13th day of August, 2012.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Merab Walker, Office Coordinator
Kent W. Barker, Chief of Police

DATE: 08/13/2012

SUBJECT: Resolution Approving an Amendment to the Intergovernmental Agreement Between Washington County and the City of Tualatin for the Coordination of Activities Related to the U.S. Department of Homeland Security's Urban Areas Security Initiative (UASI) Grant Program

ISSUE BEFORE THE COUNCIL:

This is an 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 approval of the amended intergovernmental agreement.

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.
- On January 22, 2007, Council approved the first amendment to the Intergovernmental agreement, allowing us to extend the initial agreement, committed both parties to compliance with the Fiscal Year 2006-07 grant contract and conditions, and continued the relationships and obligations contained in the initial agreement.

- On November 14, 2011, Council approved another amendment to the Intergovernmental agreement allowing us to extend the initial agreement between the City of Tualatin and Washington County to December 31, 2012 for the required coordination of activities through the initial agreement.
- The proposed resolution simply continues the existing agreement between the City of Tualatin and Washington County for Grant No. 11-170 with the award period extended to May 31, 2014.

FINANCIAL IMPLICATIONS:

There is no fiscal impact to this resolution.

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- Attachments:** A - Resolution
 B - UASI Amendment
 C - UASI Grant Awards Document
 D - UASi Intergovernmental Agreement

RESOLUTION NO. _____

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

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

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

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

INTRODUCED AND ADOPTED this 27th day of August, 2012.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

AMENDMENT

This is the first 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 IGA, identified as BCC #11-0900, is attached.

Background

Washington County entered into an agreement with the City on September 6, 2011 for management of FY-10 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-10 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-11 UASI grant totaling \$4,925,160 and the adopted grant program budget includes funding for the City. The FY-11 UASI grant contract is similar to that of the FY-10 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-11 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-11 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-11 UASI grant into this amended IGA, with the specific intent that the City will be obligated to adhere to the FY-11 UASI grant terms, obligations and conditions to the same extent and under the exact same conditions agreed to for the FY-10 UASI grant.
- 4. This amendment shall be effective upon final signature of the parties, and shall continue in effect until all mutual covenants expressed in the original agreement and this amendment have been fully satisfied or until the agreement, as amended, is terminated due to the failure of one of the parties hereto to perform. All other provisions of the original intergovernmental agreement shall remain in effect.

Washington County

Andy Duyck **Andy Duyck** Date 07/17/12

Chairman Board of Commissioners
APPROVED AS TO FORM

[Signature] Date 7/2/12
Attorney

City of Tualatin

_____ Date _____

APPROVED AS TO FORM

_____ Date _____
Attorney

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS
MINUTE ORDER # 12-207
DATE 07/17/12
BY [Signature]
CLERK OF THE BOARD

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

GRANT AWARD CONDITIONS AND CERTIFICATIONS

PROGRAM NAME:	FY 2011 UASI	GRANT NO:	# 11-170
SUBGRANTEE:	City of Portland	FEDERAL AWARD:	\$4,925,160
ADDRESS:	Portland Bureau of Emergency Management 1001 SW Fifth Ave, Ste 650 Portland, OR 97204	AWARD PERIOD:	3/1/12 thru 5/31/14
PROGRAM CONTACT:	Carmen Merlo carmen.merlo@portlandoregon.gov	TELEPHONE:	(503) 823-2691
FISCAL CONTACT:	Shelli Tompkins shelli.tompkins@portlandoregon.gov	TELEPHONE:	(503) 823-4187

BUDGET

Equipment	
CBRNE Prevention and Response Watercraft	\$320,000
CBRNE Logistical Support	\$315,000
CBRNE Operational/Search and Rescue	\$25,000
Explosive Device Mitigation	\$43,000
Information Technology	\$44,460
Interoperable Communications	\$256,207
Medical	\$90,000
Other Authorized Equipment	\$109,937
Personal Protective Equipment	\$122,000
Power	\$90,000
Terrorism Incident Prevention	\$1,000,000
Exercises	\$513,696
Planning	\$1,520,539
Training (ODP-approved)	\$229,063
Administration	\$246,258
Total	\$4,925,160

GRANT AWARD AGREEMENT AND PROVISIONS

I. Provisions of Award

- A. Agreement Parties. This Agreement is between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM) and the Subgrantee.
- B. Effective Date. This Agreement shall become effective on the date this Agreement has been fully executed by every party. Agreement termination shall not extinguish or prejudice OEM's right to enforce this Agreement with respect to any default by Subgrantee that has not been cured.
- C. Source of Funds. Payment for this Program will be from the Fiscal Year 2011 Urban Area Security Initiative Grant Program.
- D. Merger Clause; Waiver. This Agreement and referenced documents constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modifications 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.
- E. Acknowledgment. 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

II. Conditions of Award

- A. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Homeland Security Grant Program guidance and application kit and to expend funds in accordance with the approved 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 this Agreement.
- B. To ensure consistency among statewide planning efforts, the Subgrantee agrees to coordinate grant funded planning projects with OEM, to include assistance with the creation of a scope of work, review and approval of service providers, and overall project direction.
- C. The Subgrantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
- D. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- E. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- F. By accepting FY 2011 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Resource Center at <http://www.fema.gov/emergency/nims/>.

G. Administrative Requirements, Retention and Access to Records, and Audits.

1. Administrative Requirements. The Subgrantee agrees to comply with all financial management and procurement requirements (Section H), including competitive bid processes and other procurement requirements, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and the Office of Management and Budget (OMB) Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
 - a. Administrative Requirements. 44 CFR Part 13 (State and Local Governments).
 - b. Cost Principles. 2 CFR Part 225 (State, Local, and Tribal Governments) and 48 CFR Part 31.2 (Federal Acquisition Regulations - Contracts with Commercial Organizations).
 - c. Audit Requirements. OMB Circular A-133 (States, Local Governments, and Non-Profit Organizations).
2. Retention of Records. All financial records, supporting documentation, and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee for a minimum of six years following termination, completion or expiration of this Agreement 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, Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Subgrantee and any contractors or subcontractors of the Subgrantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
4. Audits. If the Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, the Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If the Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, the Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section II.G.3 herein.
5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If the Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

H. Procurement Standards.

1. The Subgrantee shall use their own procurement procedures provided that the procurement conforms to applicable Federal (44 CFR Part 13.36) and State law (ORS 279A, 279B, 279C) and standards.
2. The Subgrantee agrees to provide the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.) that must be paid to workers in each trade or occupation that is used in performing all or part of this Agreement.
3. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to the Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
4. 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.

5. The Subgrantee agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

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

1. Property/Equipment Management and Records Control. The Subgrantee agrees to comply with all requirements set forth in 44 CFR Part 13.31-33 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the following requirements:
 - a. All property/equipment purchased under this Agreement, whether by the Subgrantee or a subcontractor, will be recorded and maintained in the Subgrantee's property/equipment inventory system.
 - b. The Subgrantee shall maintain property/equipment records that include: a description of the property/equipment; the manufacturer's serial number, model number, or other identification number; the source of the property/equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost; the location, use and condition of the property/equipment; and any ultimate disposition data including the date of disposal and sale price of the property/equipment.
 - c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
 - d. 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.
 - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - f. If the Subgrantee is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
 - g. The Subgrantee agrees that, when practicable, any property/equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security".
 - h. The Subgrantee shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and the subgrantees who receive pass-through funding from this Agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six 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 Urban Area Security Initiative Grant Program 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 Urban Area Security Initiative Grant Program.

J. Funding.

1. Matching Funds. This Grant does not require matching funds.
2. Allowable Costs. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Fiscal Year 2011 Homeland Security Grant Program guidance and application kit.
3. Supplanting. The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with Urban Area Security Initiative Grant Program guidelines.

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

1. Performance Reports.

The Subgrantee agrees to submit performance reports on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2011 Urban Area Security Initiative Grant Program and how they address identified project specific goals and objectives.

Reports are due to OEM by the end of each calendar year quarter.

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

2. Financial Reimbursement Reports.

- a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR) which includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted no later than one month following the end of each calendar year quarter, and a final RFR must be submitted no later than one month following the end of the grant period.
- b. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- c. 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 dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- d. 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 March 1, 2012 or after May 31, 2014.
- e. The Subgrantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. OEM shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

3. Audit Reports. The Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by the Subgrantee, whether or not the audit is required by OMB Circular A-133.

L. Indemnification.

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

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

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

- M. Time is of the Essence. The Subgrantee agrees that time is of the essence under this Agreement.
- N. Copyright. If this Agreement or any program funded by this Agreement results in a copyright, OEM and the U.S. Department of Homeland Security reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which the Subgrantee, or its contractor or subcontractor, purchases ownership with grant support
- O. Governing Law, Venue, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between OEM (and/or any other agency or department of the State of Oregon) and the Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. The Subgrantee, by execution of this Agreement, hereby consents to the In Personam Jurisdiction of said courts, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- P. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to the Subgrantee or OEM at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- Q. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of OEM, the Subgrantee, and their respective successors and assigns, except that the Subgrantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OEM.
- R. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section II.G (Administrative Requirements, Retention and Access to Records, and Audits); Section II.H (Procurement Standards); Section II.I (Property/Equipment Management and Records Control, and Retention of Records); Section II.K (Reports); and Section II.L (Indemnification).
- S. 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.
- T. 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.

III. Subgrantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17.) The Subgrantee shall establish procedures to provide for effective use and/or dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying. The Subgrantee is required to comply with 44 CFR Part 18, New Restrictions on Lobbying (http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr18_07.html). The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
- 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.
 2. Cost Principles set forth in 2 CFR Part 225 and 48 CFR Part 31.2.
 3. Audit Requirements set forth in OMB Circular A-133.
 4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
 5. The Freedom of Information Act (FOIA), 5 U.S.C. §552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).

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

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

In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to OEM.

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

E. Environmental and Historic Preservation.

1. The Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act (44 CFR Part 10)
 - b. National Historic Preservation Act,
 - c. Endangered Species Act, and
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. The Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, upon specific request from the U.S. Department of Homeland Security, agrees to cooperate with the U.S. Department of Homeland Security in any preparation by the U.S. Department of Homeland Security of a national or program environmental assessment of that funded program or activity.

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

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

Additional information can be referenced at: http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfrv1_08.html.

G. Classified National Security Information. No funding under this award shall be used to support a contract, subaward or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information. Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

H. Human Trafficking. The Subgrantee, employees, contractors and subrecipients under this award and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

The Subgrantee must inform OEM immediately of any information the Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate unilaterally is in addition to all other remedies under this award. The Subgrantee must include these requirements in any subaward made to public or private entities.

IV. Suspension or Termination of Funding

OEM may suspend funding in whole or in part, terminate funding, or impose another sanction on a Urban Area Security Initiative Grant Program recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the Urban Area Security Initiative 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, OEM will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the problem informally.

V. Termination of Agreement

OEM may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:

- A. A reduction in federal funds which are the basis for this Agreement.
- B. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
- C. A change, modification or interpretation of State or Federal laws, regulations or guidelines that deprives OEM of authority to provide grant funds for the program or provide funds from the planned funding source.

VI. Subgrantee Representations and Warranties

The Subgrantee represents and warrants to OEM as follows:

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


 John L. Lewis, Plans and Training Section Director
 Oregon Military Department
 Office of Emergency Management
 PO Box 14370
 Salem, OR 97309-5062

11 APR 2012

Date


 Signature of Authorized Subgrantee Official

3/30/2012

Date

SAM ADAMS / MAYOR
 Name/Title


 Signature of Authorized Fiscal Representative of Subgrantee Agency

4/4/12

Date

Shell: Tompkins, Sr. Management Analyst
 Name/Title

Reviewed for Legal Sufficiency:

Steven A. Wolf by email
 Assistant Attorney General

APPROVED AS TO FORM

March 2, 2012

Date


 CITY ATTORNEY 3-18-12

INTERGOVERNMENTAL AGREEMENT

Between

WASHINGTON COUNTY, OREGON

and

THE CITY OF TUALATIN, OREGON

THIS IS an intergovernmental agreement (Agreement) between Washington County (County) and the city of Tualatin (City) entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190 for the coordination of activities related to use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Recitals

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$7,178,800 in Fiscal Year 2010 to the state of Oregon (State) for distribution to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #10-170 (CFDA #97.008) to the city of Portland, Office of Emergency Management (POEM), as subgrantee, for Fiscal Year 2010 in the amount of \$6,874,736, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #10-170 is intended to increase the capabilities of the PUA, which includes jurisdictions, agencies, and organizations in Multnomah, Clackamas, Columbia, and Washington counties in Oregon and Clark County in Washington, to prevent, protect against, respond to, and recover from threats and acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training, and exercises to be funded by the grant has been developed through the application process and coordination with the State; and

WHEREAS, POEM, 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, POEM, as Grant Administrator, is required to make periodic reports to the State 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 PUA jurisdictions, agencies, and organizations that receive direct benefit from UASI grant purchases are required to comply with all terms of the UASI Grant # 10-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the city of Portland has entered into an agreement with Washington County to secure the County's commitment to follow the city of Portland-developed procurement, delivery, reimbursement, and reporting procedures, to ensure its compliance with all terms of the grant, and to obligate it to coordinate with and obtain similar assurances from directly benefiting jurisdictions, agencies, and organizations within the County.

NOW, THEREFORE, the parties agree as follows:

1. **The County agrees:**

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

2. **The City agrees:**

- a) That it has read the award conditions and certifications for UASI Grant #10-170, 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 all city of Portland and State financial management and procurement requirements, including competitive bid processes, 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 Office of Management and Budget (OMB) circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
 - i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).

- ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
 - iii. Audit Requirements: OMB Circular A-133.
- c) That all equipment, supplies, and services provided by the city of Portland are as described in the approved grant budget documents, which the City has seen.
 - d) That it will not deviate from the items listed in the approved grant budget documents without first securing written authority from the city of Portland.
 - e) To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the city of Portland, and the State.
 - f) 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. The list should include, but is not limited to, dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored. All requirements for the tracking and monitoring of fixed assets are set forth in 44 CFR Part 13.
 - g) To maintain and store all equipment and supplies, provided or purchased, in a manner that will best prolong its life and keep it in good working order at all times.
 - h) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the City until proper disposition takes place. The City shall be responsible for inventory tracking, maintenance, and storage while in possession of such equipment and supplies.
 - i) That any request or invoice it submits for reimbursement of costs is consistent with the items identified in the approved grant budget documents.
 - j) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the city of Portland, State, and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.
 - k) 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."

- l) That all financial records and supporting documentation, and all other records pertinent to this grant or agreements under this grant, shall be retained for a minimum of six years following termination, completion, or expiration of this Agreement for purposes of city of Portland, State, or federal examination and audit.
- m) 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.
- n) 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 fund programs within the UASI grant program guidelines.
- o) 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 City 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.
- p) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State.
- q) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.
- r) To provide timely compliance with all reporting obligations required by the grant's terms and the city of Portland.
- s) To provide the city of Portland with Performance Reports, Financial Reimbursement Reports, and Audit Reports when required by the city of Portland and in the form required by the city of Portland.
 - i. Performance Reports are due to POEM biannually on June 15th and December 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
 - ii. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.

- iii. Per UASI Grant #10-170, Section K.2.b., reimbursement for expenses may be withheld if performance reports are not submitted by the specified dates or are incomplete.
- t) To follow the travel expense and per diem guidelines set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the city of Portland and State. Per UASI Grant #10-170, Section K.2.c., reimbursements rates for travel expenses shall not exceed those allowed by the State. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expense or authorized rates incurred.

GSA per diem rates can be found on the GSA website:

<http://www.gsa.gov/portal/category/21287>.

The city of Portland's guidelines can be found on the Office of the City Auditor's website:

BCP-FIN-6.13 Travel:

<http://www.portlandonline.com/auditor/index.cfm?&c=34747&a=160271>

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:

<http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747>

- u) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated on December 31, 2012 unless otherwise extended by the parties in writing or terminated due to failure of one of the Parties to perform.
 4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program grant, the agreement between the State and 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 City's failure or inability to comply with the provisions of the grant or the Agreement, the City 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 City, and 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 Agreement shall be governed by and construed in accordance with the laws of the State, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Agreement 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 Agreement 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 Agreement shall survive the termination or expiration of this Agreement.
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 Agreement.
10. **Indemnification.**
 - a) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the County, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from the acts of the City, its officers, employees, and agents in the performance of this Agreement.
 - b) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall indemnify, defend and hold harmless the City from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees, and agents in the performance of this Agreement.
11. **Third Party Beneficiaries.** The County and the City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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-10 UASI program grant and that it is the entire agreement between them relative to that grant.
14. **Worker's Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.
15. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
16. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers, and other records of the other party which are related to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), the Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.
17. **Subcontracts and Assignment.** Neither party will subcontract or assign any part of this Agreement without the prior written consent of the other party. Notwithstanding County approval of a subcontractor, the City shall remain obligated for full performance hereunder, and the County shall incur no obligation other than its obligations to the City hereunder.

Washington County



Date 9-6-11

APPROVED AS TO FORM



Attorney

Date 9/12/11

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS
MINUTE ORDER # 11-240
DATE 9-6-11
BY Barbara Hejmanek
CLERK OF THE BOARD

City of Tualatin



City Manager, Sherilyn Lombos

Date 11-14-2011

APPROVED AS TO FORM



Attorney

Date 11-14-2011



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Maureen Smith, Deputy City Recorder

DATE: 08/13/2012

SUBJECT: Recommendations from the Council Committee on Advisory Appointments

ISSUE BEFORE THE COUNCIL:

Should the City Council approve appointments to various Advisory Committees and Boards?

RECOMMENDATION:

Staff recommends the City Council approve the recommendations from the Council Committee on Advisory Appointments (CCAA) and appoint the below listed individual.

EXECUTIVE SUMMARY:

The Council Committee on Advisory Appointments met and interviewed citizens interested in participating on City advisory committees and boards. The Committee recommends appointing and/or reappointing the following individual(s):

<i>Individual</i>	<i>Advisory Committee / Board /Commission</i>	<i>Term</i>
Brett Hamilton	Tualatin Arts Advisory Committee	Partial Term expiring 03/31/15

Attachments:

City Council Meeting

E. 1.

Meeting
Date: 08/13/2012

SPECIAL REPORTS

Regional Water Providers Consortium Conservation Program

SUMMARY

Lindsey Berman from the Regional Water Providers Consortium will be here to present information on the Consortium's Conservation Program.

Attachments

A - PowerPoint Presentation

Conservation Program Overview



Lindsey Berman – Regional Water Providers Consortium

(503) 823 - 0616 | lindsey.berman@portlandoregon.gov | www.conserveh2o.org



Regional Water Providers Consortium

- ✓ Program Focus:
 - ✓ Conservation
 - ✓ Emergency Preparedness
 - ✓ Water Supply Planning
- ✓ Serves Clackamas, Multnomah, and Washington Counties
- ✓ 20+ Members
- ✓ Funded through membership dues

*City of Beaverton
Clackamas River Water
City of Fairview
City of Forest Grove
City of Gladstone
City of Gresham
City of Hillsboro
City of Lake Oswego
Metro
City of Milwaukie
Oak Lodge Water District
City of Portland
Raleigh Water District
Rockwood Water PUD
City of Sandy
City of Sherwood
South Fork Water Board
Sunrise Water Authority
City of Tigard
City of Tualatin
Tualatin Valley Water District
City of Wilsonville
West Slope Water District*

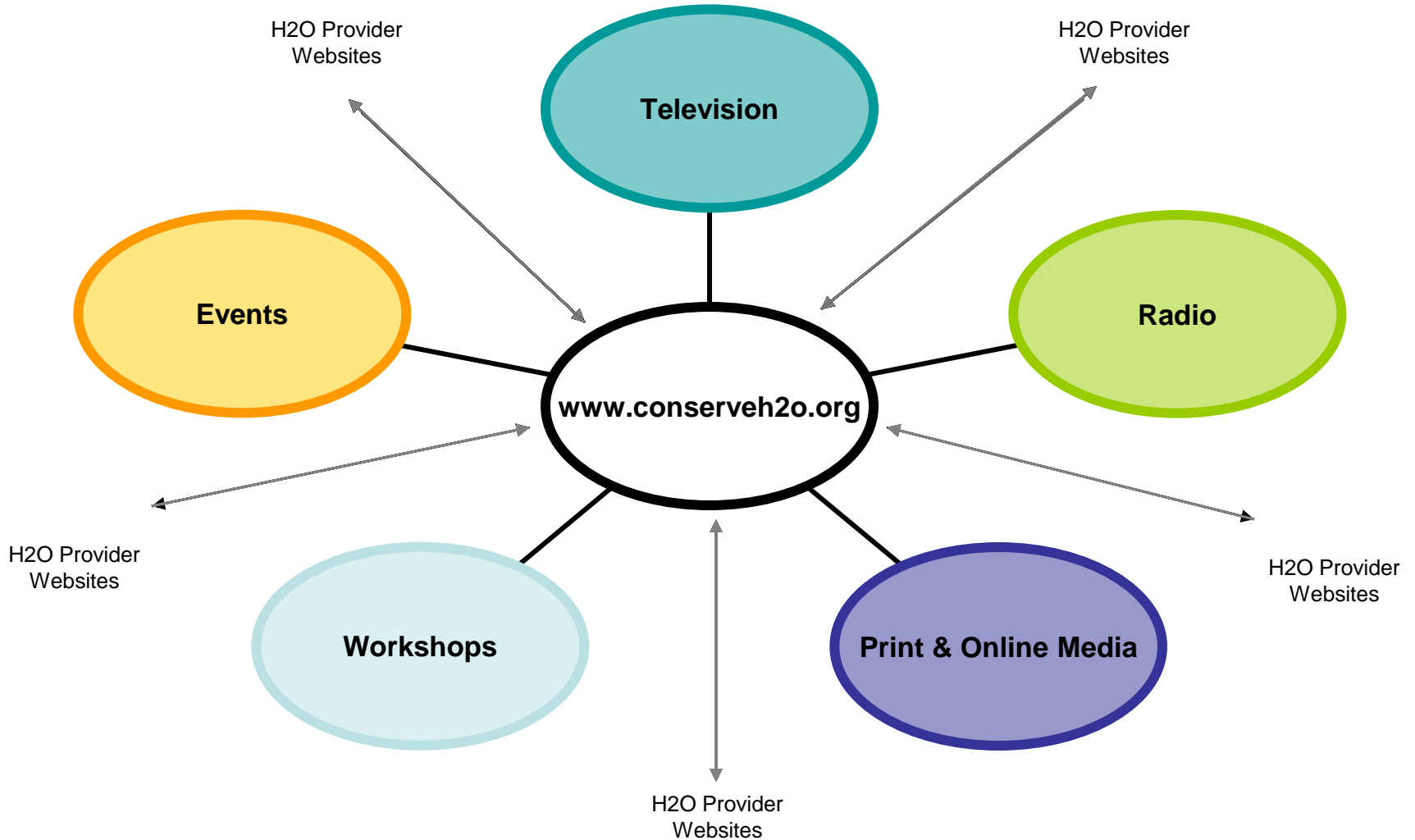


Conservation Program Components:

- ✓ Multi-media Educational Outreach Campaign
- ✓ Community Events & Workshops
- ✓ Outreach Materials & Conservation Devices
- ✓ School Assembly Programs
- ✓ www.conserveh2o.org



Strategy:



Trimet



24 buses, 3 months



Website:

REGIONAL WATER PROVIDERS CONSORTIUM
conserveh2o.org
 Welcome to the Regional Water Providers Consortium

Home About Us Inland Outlets Kid's Corner News & Events

Home
 Welcome, Visitor

Google™ Garden Search Search

Water. Save a little. Help a lot.
 We think of the Pacific Northwest as a place of abundant rainfall and plentiful water. But, there about here. Our population is rapidly growing, urban areas are sprawling, our climate is changing... [MOFPI](#)

There's more to **Waterwise Gardening** than cacti and rock...

WORLD OF WATER
 Local, national and global news about our planet's water resources, plus everyday solutions for your own home and yard.

07/09/2009 **Reclaim Your Time – Rethink Your Lawn**
 Home lawns blanket approximately 21 million acres of land in the U.S. That's an area over 17 times... [Read more](#)

07/09/2009 **If water were priced by the barrel, would we value it more?**
 "Water may be everywhere, but the growing consensus is that there's not going to be enough to go..." [Read more](#)

07/16/2009 **Working Together Is Key to Providing Water for the Future**

Water Provider Info
 There are more than 23 water providers in the Portland metro area. Find yours.

PROVIDER
 Select Yours
 Find a list of local water providers.

Garden Spot
 Mulch, Mulch, Mulch!

Create your MyH2O account — it's FREE!
 As a member, you can sign up to receive our quarterly e-newsletter, the Weekly Watering Number, and upcoming workshops.

Regional Water Providers Consortium Phone 503-833-7528 Serving the greater Portland Metro Area since 1997.
 Member List Press Room Contact Us



REGIONAL WATER PROVIDERS CONSORTIUM
Conserveh2o.org News
 Regional Water Providers Consortium e-newsletter Summer 2009

Upcoming Events:
 We will be at several local nurseries this summer to answer your water efficient landscaping questions.
 Stop by our booth and get your FREE watering guide and other water efficient gardening resources.

June 13 - Central Street Deck (Lake Oswego)
 June 19 - Crates Seven Days
 June 20 - Ark Garden Center (Gresham)
 June 27 - Ark Garden Center (Sherwood)
 July 18 - Portland Nurseries (Stark St.)

Conservation Tips:
 Together, we can make a great impact. Here are 6 simple outdoor water conservation tips that we all can practice this summer:

1. Water before 10 a.m. or after 6 p.m. when temperatures are cooler and the air is calmer.
2. Water 1 inch per week. On average, lawns need 1 inch of water per week, though you may need water more or less depending on the weather.
3. Adjust your sprinklers so that they're

Is Your Lawn Earning Its Keep?
 Ah, the American lawn. It is as much a part of our national tradition as apple pie and baseball.
 Look in any community across the nation, and you are likely to see lawns incorporated into our home landscapes, parks, recreation fields and more.
 And, why not? When planted with thoughtful design, lawns can be a beautiful and practical addition to the landscape. Lawns can also reduce erosion, create a natural cooling effect, and absorb dust and pollen.
 But, they also require more water and maintenance than other plants. [More](#)
Watering Can Be Efficient
 Water use in the Portland metro area is at its highest during the summer due to outdoor watering.
 That's one reason (1) (2) (3) — whether it's a single sprinkler attached to a hose or a sophisticated underground system — is a key component to your water conservation efforts.

JUST SMART
 REGULATING IRRIGATION



Events & Workshops



21 events
reaching 28,000
community
members



Indoor & Outdoor Kit Promotions



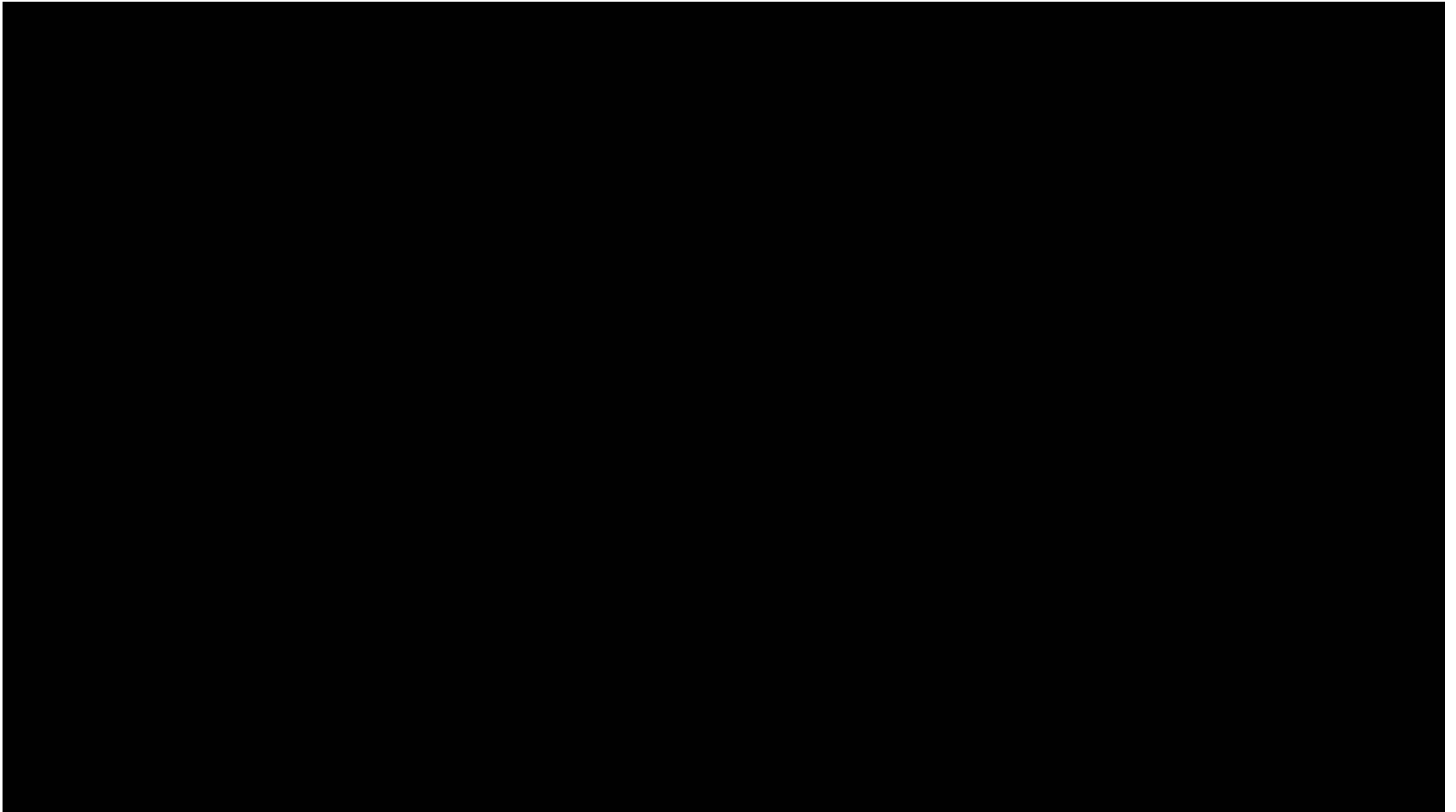
- On-line give away
- Television stories
- Print stories



- Kits given away annually:
- Indoor: 300 – 400
 - Outdoor: 400 - 500

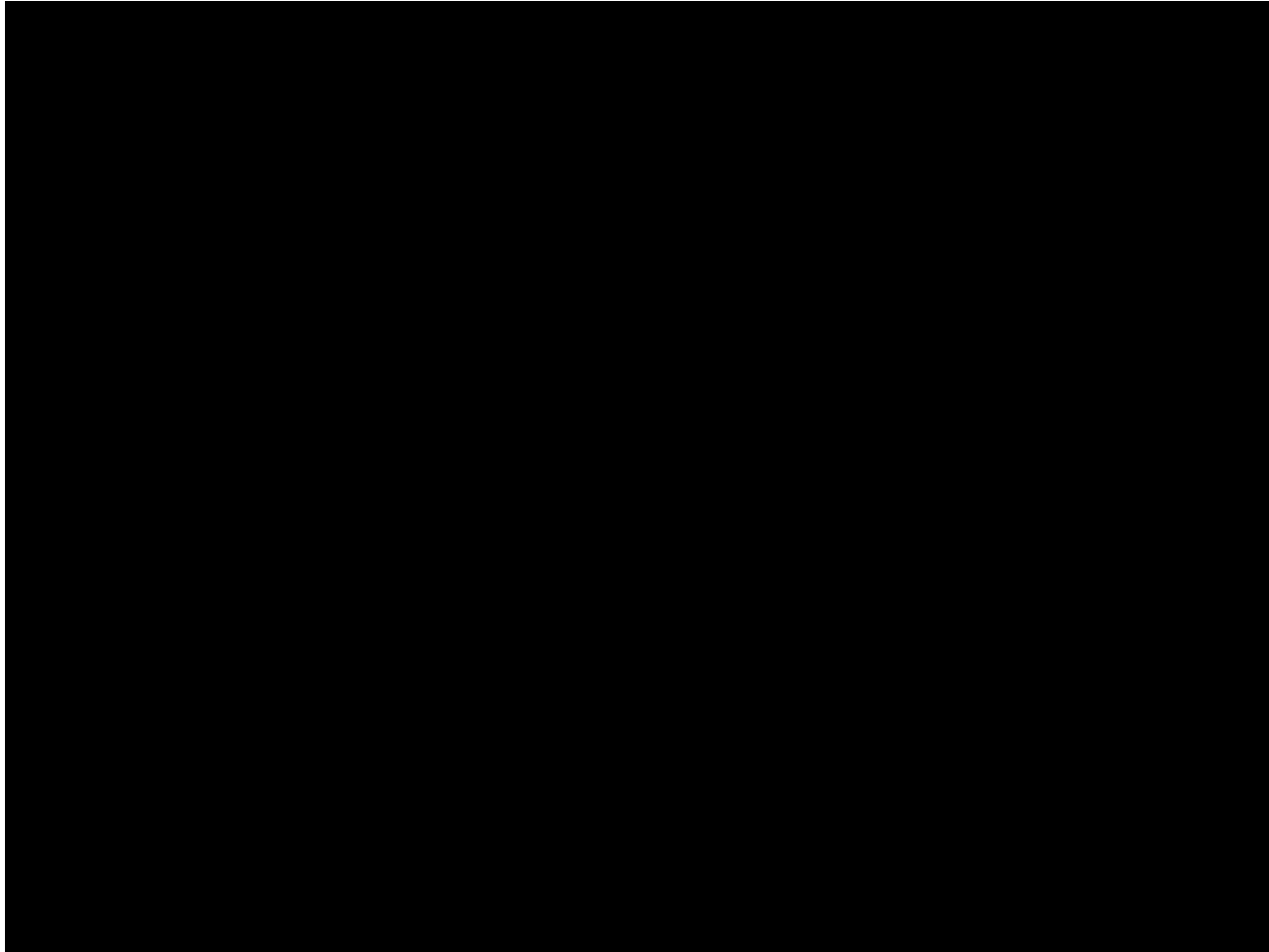


Outdoor PSA Sample:



:30 PSA

Children's Clean Water Festival:



STORY

2010-11 Program Impact

→ Television	1.3 million viewers reached 5 times/5 weeks (indoor) 1.6 million viewers reached 15 times/13 weeks (outdoor) 179, 336 viewers reached 5 times/13 weeks (Spanish)
→ Radio	1.9 million listeners reached 3 times (weekly)
→ Print coverage	600,000+ readers reached
→ Trimet	82% of Portland metro's population reached 4 times/summer
→ Events	21 events reaching 28,000 community members
→ Schools	4,900 students reached through assembly program
→ Website	5,000+ visitors, 8,500 visits (June 2010 – June 2011)



2010-11 Campaign Value Summary

	Total RWPC Cost	In-kind Received	Total Campaign Value
Channel 6 (KOIN)	\$2,400	\$18,300	\$20,700
Channel 2 (KATU) - Indoor	\$15,000	\$17,000	\$32,000
Channel 2 (KATU) - Outdoor	\$45,000	\$57,525	\$102,525
Univision (KUNP) - Spanish	\$5,000	\$5,250	\$10,250
PARC Radio	\$60,000	\$296,550	\$356,550
KXL & KINK Interviews	\$0	\$7,500	\$7,500
Public Relations	\$9,000	value unavailable	\$9,000
Trimet	\$19,380	\$18,420	\$37,800

\$155,780

\$420,545

\$576,325



What Makes Us Unique?

- Coordinated Regional Effort & Messaging
- Economies of Scale
- Voluntary Participation
- Sub-regional opportunities



Thank you!



Lindsey Berman

(503) 823 – 0616

lindsey.berman@portlandoregon.gov

www.conserveh2o.org





STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Tony Doran, Engineering Associate
Kaaren Hofmann, Engineering Manager

DATE: 08/13/2012

SUBJECT: An Ordinance Vacating a Portion of SW Sagert Street Right-of-Way Adjacent to 9440 SW Sagert Street

ISSUE BEFORE THE COUNCIL:

Staff is requesting that the City Council grant a vacation for a portion of SW Sagert Street right-of-way adjacent to 9440 SW Sagert Street.

RECOMMENDATION:

Staff recommends that the City Council grant the vacation.

EXECUTIVE SUMMARY:

Ron and Julie Collins own property at 9440 SW Sagert Street, Tax Lot and Map 2S126AB04500. On March 5, 1987 the Collins' dedicated right-of-way beyond the existing 60-foot width to allow SW Sagert Street to end in a cul-de-sac.

On April 26, 2004 City Council approved an option for the extension of SW Sagert Street to SW 95th Place with a 60-foot width to minimize the impacts to adjacent properties. The SW Sagert Street extension and SW 95th Place were constructed during 2004-2005. Because there is no need for right-of-way in excess of the constructed SW Sagert Street, staff initiated the process for the City Council to consider vacating this portion of right-of-way.

This is the hearing required for vacating right-of-way. Public notice of the vacation was printed in *The Times* newspaper and posted in the area of the right-of-way to be vacated in accordance with ORS 271.110. Franchise utilities were contacted for an opportunity to review. No public comments were received. Portland General Electric requested a 10-foot wide public utility easement along the frontage of SW Sagert Street which has been obtained and to serve all franchise utilities. No other requests for easements were received from franchise utilities.

FINANCIAL IMPLICATIONS:

This is a City initiated vacation with no required fees. The City will pay the costs for recording the vacation.

- Attachments:**
- A - Ordinance
 - B - Vicinity Map
 - C - Close in Map
 - D - Resolution of Dedication
 - E - Collins' Supporting Letter
 - F - Public Utility Easement Submittal

ORDINANCE NO. _____

ORDINANCE VACATING A PORTION OF SW SAGERT
STREET RIGHT-OF-WAY ADJACENT TO 9440 SW SAGERT
STREET

WHEREAS SW Sagert Street is now constructed through to SW 95th Place there is no longer a need for a cul-de-sac at 9440 SW Sagert Street, and

WHEREAS it is timely to vacate the dedication previously provided by the Collins on SW Sagert Street in excess of the existing 60-foot width, and

WHEREAS City Staff initiated this vacation, and

WHEREAS ORS 271.120 requires that if the governing body decides to vacate the right-of-way it must be done by ordinance;

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

Section 1. The City Council grants the vacation of a portion of right-of-way adjacent to 9440 SW Sagert Street, located on the south side, east of SW 95th Place.

Section 2. The area of the vacation is as described in the Deed of Dedication, Washington County recorded document #8706931.

INTRODUCED AND ADOPTED this 13th day of August, 2012.

CITY OF TUALATIN, OREGON

By _____
Mayor

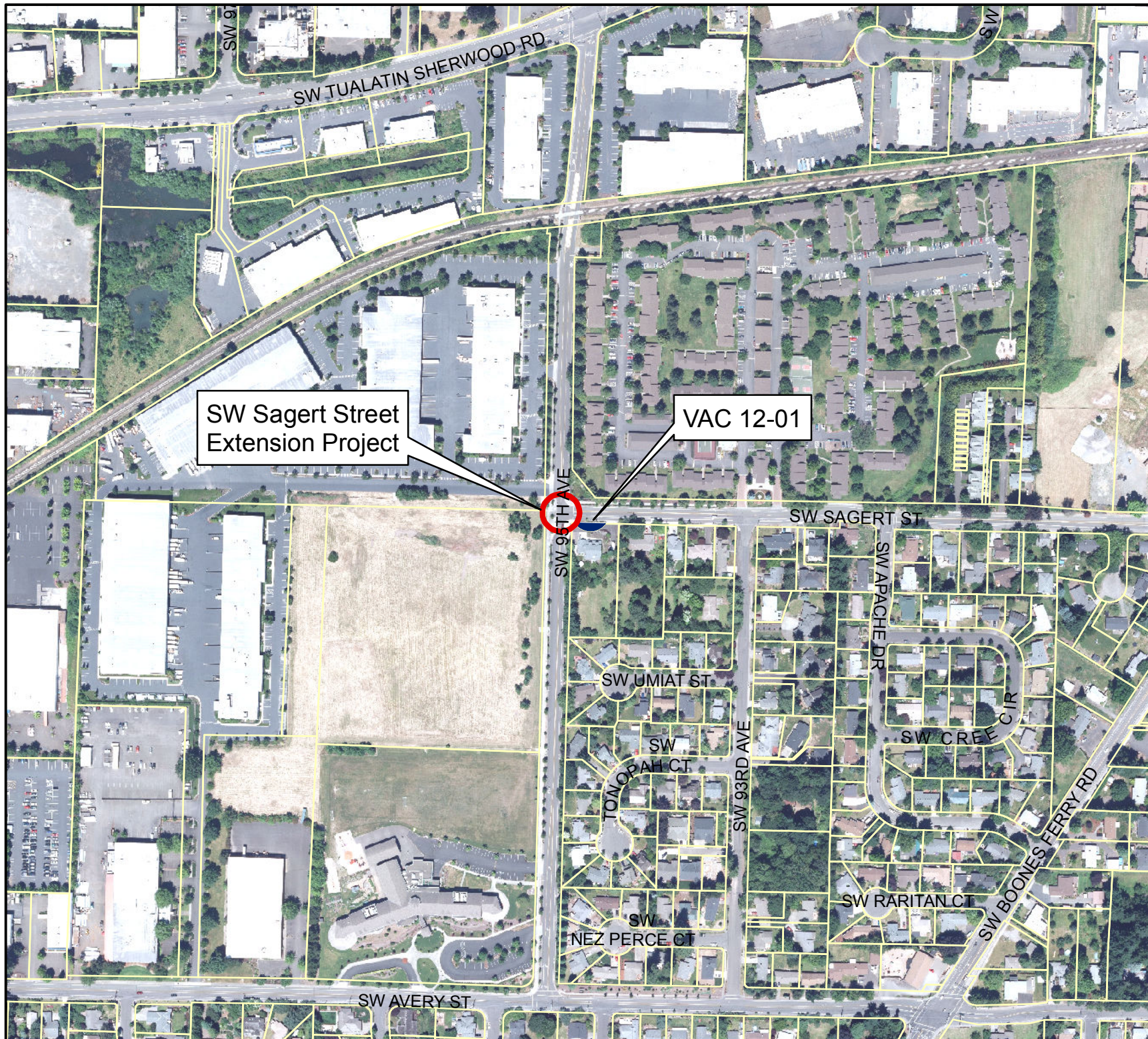
ATTEST:

By _____
City Recorder

Resolution No. _____

VAC 12-01

Vicinity Map



VAC 12-01

9440 SW Sagert Street

SW Sagert Street
Extension Project

SW Sagert St

SW 95th PI



Area to be
Vacated
(0.026 acres)



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. Printed: 6/20/2012

RESOLUTION NO. 1952-87

A RESOLUTION ACCEPTING ONE (1) DEED OF DEDICATION
FOR STREET RIGHT-OF-WAY PURPOSES ALONG S.W. SAGERT STREET
FROM RONALD W. AND JULIE M. COLLINS

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

Section 1. That the Deed of Dedication (attached hereto) is
for the dedication of property described on the deed to be used
and held by the City for street, road, right-of-way, and public
utility purposes, and is hereby accepted by the City of Tualatin
for the purposes herein stated;

Section 2. That the City Recorder be instructed to cause
said Deed of Dedication to be recorded on the Book of Records of
the Washington County Recorder.

INTRODUCED AND ADOPTED this 23rd day of March, 1987.

CITY OF TUALATIN, OREGON

By Luanna D. Shielke
Mayor

ATTEST:

By Stephen A. Rhodes
City Recorder

13.00
10.00
m

87016931

CITY OF TUALATIN - STANDARD, INDIVIDUAL

DEED OF DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS, that Ronald William Collins, Jr. and Julie M. Collins, husband and wife, hereinafter called the GRANTORS, do hereby grant unto the City of Tualatin, hereinafter called the CITY, its successors in interest and assigns, all the following real property with the tenements, hereditaments and appurtenances, situated in the County of Washington, State of Oregon, to be used and held by the CITY for street, road, right-of-way and public utility purposes, bounded and described as follows, to wit:

A tract of land in the Northwest quarter, of the Northeast quarter of Section 26, Township (2) South, Range (1) West, Willamette Meridian, Washington County, Oregon, said tract being a portion of that parcel of land conveyed to Ronald William Collins, Jr. and Julie M. Collins, husband and wife, as recorded December 20, 1985 as fee No. 85050309 of the Washington County Records, said tract of land being more particularly described as follows:

Commencing at the North one quarter corner of said Section 26, and running thence S0°02'W 30.00 feet; thence N89°37'E 10.22 feet to the TRUE POINT OF BEGINNING of the tract herein described, being on the South line of S.W. Sagert Street; continuing thence N89°37'E 80.00 feet along said South line of S.W. Sagert Street; thence southwesterly along a 50.00 foot radius curve to the right (non-tangent) 92.73 feet along the arc thru a central angle of 106°15'45" (the long chord bears S89°37'W 80.00 feet) to the TRUE POINT OF BEGINNING. Containing 0.026 acres.

All bearings and distances are based on Washington County Survey Number 6025.

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

The true consideration of this conveyance is none (CH per Julie Collins 3-17-87) and other valuable consideration, the receipt of which is hereby acknowledged by GRANTORS.

And the GRANTORS above named hereby covenants to and with the CITY, and CITY's successors in interest and assigns that GRANTORS is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that GRANTORS and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTORS.

WITNESS our hands and seals this 5 day of March, 19 87.

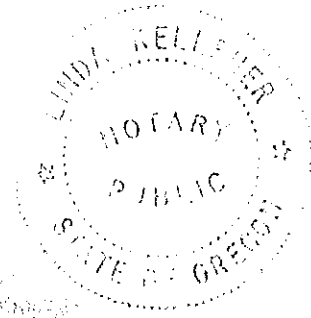
Ronald W. Collins (Seal)
Julie Marie Collins (Seal)

STATE OF OREGON)
County of Washington) ss

On this 5th day of March, 1987, before me, the undersigned, a Notary Public, personally appeared RONALD W. COLLINS, Jr. and JULIE MARIE COLLINS and acknowledge the foregoing instrument to be their voluntary act and deed.

Before me: Linda Kelleher
Notary Public for Oregon

My Commission Expires: 2-23-90



The undersigned City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to Resolution No. 1952-87, does hereby approve and accept the foregoing

Deed of dedication

on behalf of the City of Tualatin.

Dated this 23 day of March, 1987.

Michael M Killip
acting City Manager

After recording, return to:
City of Tualatin
P. O. Box 369
Tualatin, OR 97062

STATE OF OREGON
County of Washington }

SS

I, Donald W. Mason, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Donald W. Mason, Director of
Assessment and Taxation, Ex-
Officio County Clerk

1987 APR -6 PM 3:42

JOHN'S ACRES

IN SECTION 26, T2S, R1W, W.M.
WASHINGTON COUNTY, OREGON

SCALE - 1" = 100'

H.P. Barron
County Surveyor

MAY, 1949
Stone

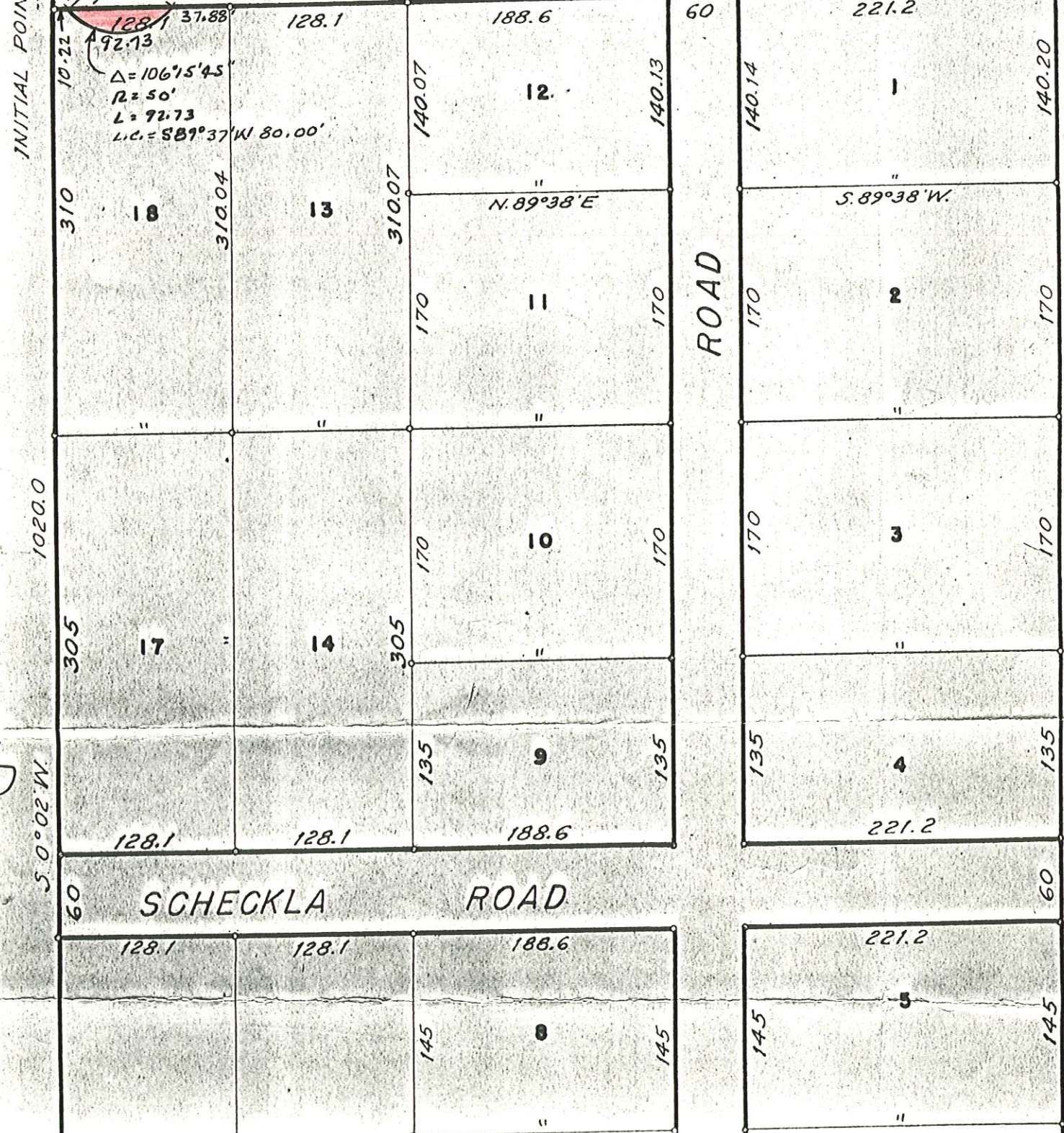
INITIAL POINT

30' Wide Road dedicated in Tualatin Gardens
GALBREATH AVENUE

S. 89° 37' W.

726.0

30.30



1020.0

1020.2

N. 0° 02' E.

60

145

145

520

1/4 CORNER
S 49° 17' 23" E 107.85

5 CH.

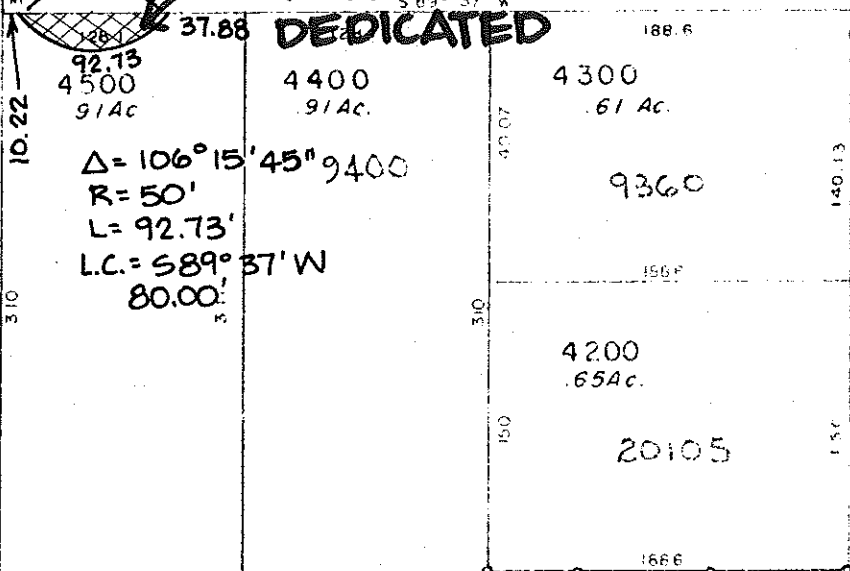
5 CH. N 89° 29' 45" E 94

SW

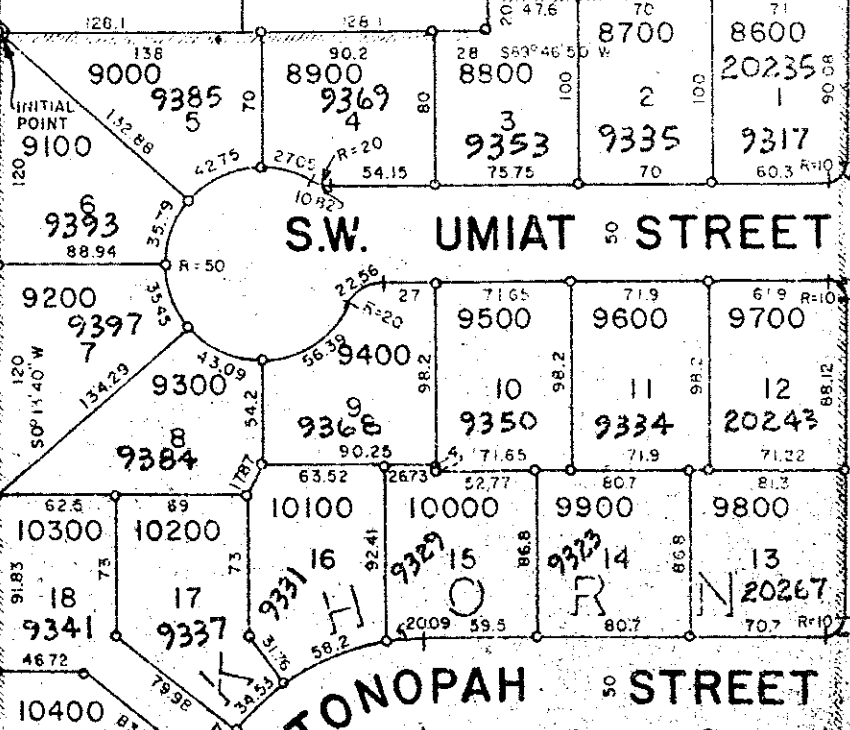
SAGERT

AREA TO BE DEDICATED

726.00
DEDICATION 61-1857



$\Delta = 106^{\circ} 15' 45''$
 $R = 50'$
 $L = 92.73'$
 $L.C. = 589^{\circ} 37' W$
 $80.00'$



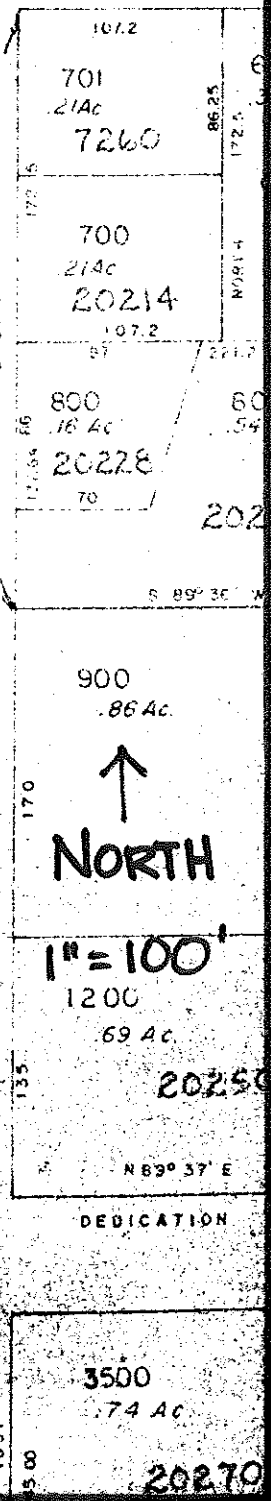
S.W. UMIAT STREET

TONOPAH STREET

AVENUE

NORTH

1" = 100'



DEDICATION

93rd

1320

135

500

21 June 2012

Tony Doran, EIT
Kaaren Hofmann, Engineering Manager

Ronald and Julie Collins of 9440 SW Sagert St. Tualatin OR. are in support of of the re-dedication of our property back to us. At the design meeting in 2004 of the west end of Sagert and 95th St improvement, we asked to have the property returned. We had a verbal agreement with the city council that this was to be accomplished. In course of business to construct a new home on the property, we discovered that this was in fact never resolved. In meetings with Tony he said he would look into this matter. With the help of Tony and Kaaren, they have provided the assistance to proceed with this vacation request. We are in full support of this vacation.

Re: City's Vacation 12-01
Tax Lot and Map #2S126AB04500
9440 SW Sagert St. Tualatin OR 97062



Ronald W Collins Jr



Julie Marie Collins

After recording return to:
City of Tualatin, Oregon
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092



**CITY OF TUALATIN, OREGON
PUBLIC UTILITY EASEMENT**

Ronald William Collins, Jr. and Julie M. Collins ("GRANTOR"), grants to the City of Tualatin (the "CITY"), its successors and assigns, the permanent right to design, construct, reconstruct, operate and maintain a PUBLIC UTILITY EASEMENT on the following described land:

A tract of land in the Northwest quarter, of the Northeast quarter of Section 26, Township (2) South, Range (1) West, Willamette Meridian, Washington County, Oregon, said tract being a portion of that parcel of land conveyed to Ronald William Collins, Jr. and Julie M. Collins, husband and wife, as recorded December 26, 1985 as fee No. 85050309 of the Washington County Records, said tract of land being more particularly described as follows:

Commencing at the North one quarter corner of said Section 26, and running thence $S0^{\circ}02'W$ 30.00 feet; thence $N89^{\circ}37'E$ 10.22 feet to the TRUE POINT OF BEGINNING of the strip of land lying 10 feet South of the line thereof being more particularly described as follows, being on the South line of S.W. Sagert Street; continuing thence $N89^{\circ}37'E$ 128.1 feet along said South line of S.W. Sagert Street.

All bearings and distances are based on Washington County Survey Number 6025.

TO HAVE AND TO HOLD, the described EASEMENT unto the CITY, its successors and assigns, runs with the land.

GRANTOR reserves the right to use the surface of the land for walkways, landscaping, parking, and other uses undertaken by the GRANTOR that are not inconsistent and do not interfere with the use of the subject EASEMENT area by the CITY. No building or utility shall be placed upon, under or within the property subject to this easement during its term without the written permission of the CITY.

Except as otherwise provided, upon completion of construction by CITY on the EASEMENT, the CITY shall restore the property's disturbed surface 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 in this easement shall be construed as requiring the CITY, its successors 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 or assigns.

The true and actual consideration paid for this transfer consists of \$ 0.00 or includes other property or other value given or promised, the receipt of which is acknowledged by the GRANTOR.

Continued on next page

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

Executed this 31st day of July, 2012.

Julie M Collins
Signature

Signature

Julie M Collins
Name (print or type)

Name (print or type)

Owner
Title

Title

Ronald W. Collins Jr.
Signature

Signature

Ronald W. Collins Jr.
Name (print or type)

Name (print or type)

OWNER
Title

Title

(STATE OF OREGON)ss
(County of Washington)

On this 31st day of July, 2012, before me, the undersigned, a Notary Public, personally appeared Ronald & Julie Collins and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Linda Kay Odermott
Notary Public for Oregon
My commission expires: March 30, 2013



CITY OF TUALATIN, OREGON
By: Therilyn Tompkins
City Manager

The City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to TMC 1-3-030, approves and accepts the foregoing document on behalf of the City of Tualatin. Dated this 1st day of August, 2012.

Therilyn Tompkins
City Manager

APPROVED AS TO LEGAL FORM

Brenda L. Brader
CITY ATTORNEY



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Alice Rouyer, Community Development Director

FROM: Kaaren Hofmann, Engineering Manager
Brenda Braden

DATE: 08/13/2012

SUBJECT: An Ordinance Regarding Sidewalk Maintenance and Amending Tualatin Municipal Code Chapter 2-2

ISSUE BEFORE THE COUNCIL:

Shall the Council adopt the proposed ordinance amending the Tualatin Municipal Code designation that adjacent property owners are responsible to maintain tree grates?

RECOMMENDATION:

Staff recommends that the City Council adopt the revisions to the Municipal Code as proposed.

EXECUTIVE SUMMARY:

As a part of the Town Center planning and construction, an updated sidewalk standard was implemented. This standard includes tree wells and tree grates instead of planter strips. These standards were never adopted into the Public Works Construction Code for future development to follow or into the Municipal Code to define who has maintenance responsibilities. The revision to the Public Works Construction Code is also on tonight's agenda for adoption. The revision to the Municipal Code would insert the required language to define that the adjacent property owner is responsible for maintaining the tree grate along with the sidewalk. This is a continuation of the policy that is in place throughout the city.

Attachments: [Ordinance](#)

ORDINANCE NO. _____

AN ORDINANCE REGARDING SIDEWALK MAINTENANCE; AND AMENDING
TMC 2-2.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. TMC 2-2-010 is amended to read as follows:

Unless the context requires otherwise, the following definitions apply:

(1) "Person" means a natural person, firm, corporation or other legal entity.

(2) "Sidewalk" means that part of the street right-of-way between the curblines or the lateral lines of a roadway and the adjacent property lines, including tree grates, that is intended for the use of pedestrians.

Section 2. TMC 2-2-025 is amended to read as follows:

(1) No owner or person in charge of property that abuts a street or public sidewalk shall permit trees or shrubs on his or her property to interfere with street or sidewalk traffic. It shall be the duty of an owner or person in charge of property that abuts a street or public sidewalk to keep all trees and shrubs on his or her premises, including the adjoining parking strip, trimmed to a height of not less than eight feet above the sidewalk and not less than 12 feet above the roadway.

(2) No owner or person in charge of property shall allow a dead or decaying tree to stand that is a hazard to the public or to persons or property on or near the property.

(3) If an owner or person in charge of property removes a dead or dying tree, they shall replace it in accordance with the Tualatin Development Code.

Section 3. TMC 2-2-030 is amended to read as follows:

(1) The owner or occupant of real property responsible for maintaining the adjacent sidewalk shall be primarily liable to any person injured because of negligence of such owner or occupant in failing to maintain the sidewalk and tree grates/planter strips in good condition or to keep trees and shrubs trimmed in accordance with this chapter.

(2) If the City is required to pay damages for an injury to persons or property caused by the failure of a person to perform the duty which this ordinance imposes, the person shall compensate the City for the amount of the damages paid. The City may maintain an action in a court of competent jurisdiction to enforce this section.

INTRODUCED AND ADOPTED this 13th Day of August, 2012.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder