City *of* Tigard

# Tigard Business Meeting –Agenda

**TIGARD CITY COUNCIL**

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| **MEETING DATE AND TIME:** | NOVEMBER 14, 2023 - 6:30 p.m. Business Meeting |
| **MEETING LOCATION:** | Hybrid - City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223 - See PUBLIC NOTICE below |

**PUBLIC NOTICE:** In accordance with Oregon House Bill 2560, this will be a hybrid meeting where some Council, staff or public will participate in person and some will participate remotely.

How to comment:

- Written public comment may be submitted electronically at www.tigard-or.gov/Comments by noon the day before the meeting date.
- If attending the meeting in person, please fill out the public comment sign-in sheet at the front of the room and come to the microphone when your name is called.
- If you prefer to call in, please call 503-966-4101 when instructed to be placed in the queue. We ask that you plan on limiting your testimony to three minutes.
- You may comment by video through the Teams app. Go to this link to learn how to participate by video: November 14, 2023 Council Meeting (https://www.tigard-or.gov/Home/Components/Calendar/Event/4505/372).

Upon request, the City will endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-718-2419 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

**SEE ATTACHED AGENDA**

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VIEW LIVESTREAM ONLINE: https://www.tigard-or.gov/boxcast

CABLE VIEWERS: The City Council meeting will be shown live on Channel 21 (1st Tuesdays) and Channel 28 (2nd & 4th Tuesdays) at 6:30 p.m. The meeting will be rebroadcast at the following times on Channel 28:

Thursday 6:00 p.m. Friday 10:00 p.m. Saturday 7:30 p.m. Sunday 11:30 a.m. Monday 6:00 a.m.

City *of* Tigard

# Tigard Business Meeting –Agenda

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**MEETING DATE AND TIME:** NOVEMBER 14, 2023 - 6:30 p.m. Business Meeting

**MEETING LOCATION:** Hybrid - City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

6:30 PM

1. BUSINESS MEETING

   A. Call to Order

   B. Roll Call

   C. Pledge of Allegiance

   D. Call to Council and Staff for Non-Agenda Items

2. PUBLIC COMMENT

   A. Follow-up to Previous Public Comment

   B. Tigard Area Chamber of Commerce

   C. Tigard High School Student Envoy

   D. Police Chief/Police Department Update

   E. Public Comment – Written

   F. Public Comment – In Person

G. Public Comment – Phone-In

H. Public Comment – Video

3. CITY MANAGER REPORT **6:55 p.m. estimated time**

4. CONSENT AGENDA: (Tigard City Council) The Consent Agenda is used for routine items including approval of meeting minutes, contracts or intergovernmental agreements. Information on each item is available on the city's website in the packet for this meeting. These items may be enacted in one motion without separate discussion. Council members may request that an item be removed by motion for discussion and separate action.

A. CITY OF TIGARD AND METRO SAFE STREETS AND ROADS FOR ALL SUBAWARD AGREEMENT

- *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.*

5. COMMUNITY ORGANIZATION UPDATE: TIGARD FESTIVAL OF BALLOONS **7:05 p.m. estimated time**

6. MARLAND HENDERSON COMMUNITY GRANT PROGRAM **7:25 p.m. estimated time**

7. PHOTO TRAFFIC ENFORCEMENT PROGRAM DISCUSSION **7:55 p.m. estimated time**

8. NON-AGENDA ITEMS

9. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

10. ADJOURNMENT **8:15 p.m. estimated time**

**AIS-5369** **4. A.**

**Business Meeting**

**Meeting Date:** 11/14/2023

**Length (in minutes):** Consent Item

**Agenda Title:** City of Tigard and Metro Safe Streets and Roads for All Subaward Agreement

**Authored By:** Dave Roth

**Presented By:** Dave Roth, Principal Transportation Planner

**Item Type:** Resolution

**Public Hearing Legal Ad Required?:** No

**Publication Date:**

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**Information**

## EXPLANATION OF ISSUE

The City of Tigard proposes to enter into a "Subaward Agreement with Federal Funding" with Oregon Metro for the purposes of receiving federal funding to complete the Tigard Safe Streets and Roads for All (SS4A) comprehensive transportation safety action plan project.

## ACTION REQUESTED

Tigard's Public Works Engineering and Community Development departments recommend City Council authorize Tigard's City Manager to sign the "Subaward Agreement with Federal Funding" substantially in the form of Attachment 1.

## BACKGROUND INFORMATION

Work under the federally-funded Safe Streets and Roads for All (SS4A) project will result in the development of a comprehensive transportation safety action plan with the goal of eliminating all traffic fatalities and serious injuries within the City of Tigard. The comprehensive planning process will include robust engagement with the community and agency partners and will focus specifically on the needs of underserved communities. The plan will utilize a "Safe Systems" approach to transportation safety analysis and recommendations using the following principals:

- Humans make errors,
- Humans are vulnerable to injury,
- Responsibility is shared,
- No death or serious injury is acceptable, and
- Proactive vs. reactive approach.

During the summer of 2022, the City of Tigard partnered with Metro as well as several other agencies in a joint application for federal SS4A funding. Metro submitted the SS4A application on behalf of partnering agencies, including the City of Tigard. On February 1, 2023, the Federal Highway Administration (FHWA) awarded Metro $2.4M in funding, of which the City of Tigard is allocated $240,000 as a SS4A subaward recipient to Metro.

Metro will administer the SS4A grant award, however the City of Tigard will develop its own comprehensive transportation safety action plan. The "Subaward Agreement with Federal Funding" allows the City of Tigard to seek reimbursement from Metro for SS4A project expenditures.

**Dates of Previous Consideration**

- July 18, 2023: Tigard teammates briefed City Council on the SS4A federal funding program and grant requirements.
- August 15, 2023: Tigard City Council adopted a goal of eliminating traffic deaths and serious injuries, stating that no loss of life or serious injury is acceptable on our city streets.

## ALTERNATIVES & RECOMMENDATION

Council may decide to not authorize Tigard's City Manager to sign the Tigard-Metro SS4A "Subaward Agreement with Federal Funding."

Tigard's Public Works Engineering and Community Development departments recommend City Council authorize Tigard's City Manager to sign the "Subaward Agreement with Federal Funding."

## ADDITIONAL RESOURCES

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**Fiscal Impact**

| | |
|---|---|
| **Cost:** | $320,000 |
| **Budgeted (yes or no):** | Yes |
| **Where Budgeted (department/program):** | 200 - Gas Tax Fund and FHWA |

**Additional Fiscal Notes:**

The project is budgeted in CIP 95079.

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**Attachments**

Resolution

AIS 5369 Subaward Agreement Tigard-Metro

SS4A CIP Project Sheet 95079

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# CITY OF TIGARD, OREGON
# TIGARD CITY COUNCIL
# RESOLUTION NO. 23-

A RESOLUTION APPROVING SIGNATURE OF CITY OF TIGARD AND METRO SUBAWARD AGREEMENT WITH FEDERAL FUNDING FOR THE SAFE STREETS AND ROADS FOR ALL (SS4A) COMPREHENSIVE TRANSPORTATION SAFETY ACTION PLAN PROJECT.

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WHEREAS, The City of Tigard and Metro were awarded Safe Streets and Roads for All (SS4A) federal funding to complete comprehensive transportation safety action plans; and

WHEREAS, The City of Tigard's adopted Strategic Plan Vision calls for the city to be "An equitable community that is walkable, healthy, and accessible for everyone"; and

WHEREAS, Goal Four of the adopted 2023-2025 Tigard City Council Goals calls for enhanced community safety & accessibility with a desired outcome of improved traffic safety and provision of equitable mobility options in support of climate goals; and

WHEREAS, the City of Tigard's adopted Transportation System Plan, TSP 2040, Goal 1, requires the City to "provide a safe, comfortable, and connected transportation system for all users, especially pedestrians and other vulnerable users"; and

WHEREAS, the City of Tigard's adopted Complete Streets policy states, "Tigard's transportation system should serve all users equitably. To the maximum extent possible, the City will develop and manage rights-of-way that are safe, integrated, and connected to promote access and mobility for all users. In particular, the City will work to address and enhance the safety of vulnerable road users"; and

WHEREAS, Tigard's City Council has adopted the goal of eliminating traffic deaths and serious injuries, stating that no loss of life or serious injury is acceptable on our city streets.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The Tigard City Council Approves Signature of City of Tigard and Metro Subaward Agreement with Federal Funding for the Safe Streets and Roads for All Comprehensive Transportation Safety Action Plan project.

SECTION 2: This Resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2023.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard

# Subaward Agreement
## With Federal Funding

Metro
600 NE Grand Ave.
Portland, OR 97232-2736

Metro Contract No. XXXXXX

**Project: Tigard SS4A Transportation Safety Action Plan**

This Subaward Agreement ("Agreement") is between Metro, an Oregon metropolitan service district organized under the laws of the State of Oregon and the Metro Charter ("Metro") and City of Tigard, an Oregon municipal corporation ("Subrecipient").

**Background**

Metro and Subrecipient have authority under ORS Chapter 190 to enter into this Agreement.

Metro and subrecipients applied for a Federal FY22 Safe Streets for All grant and were notified on January 31, 2023, that the Getting to Vision Zero 2035 - Advancing Equity Outcomes and Pedestrian Safety in the Greater Portland application had been selected to receive funding. As one of three designated subrecipients of the Safe Streets for All federal grant Award No. 693JJ32340560, the Subrecipient will use funds to develop a Safety Action Plan for the City of Tigard as described in Exhibit A - Scope of Work. The City of Tigard will complete the tasks outlined in Exhibit A with $240,000 federal grant funds and $60,000 in local match for a total project funding amount of $300,000.

The parties agree as follows:

**1. Term**

This Agreement is effective on the last date signed below and terminates on September 28, 2026, unless terminated or extended as provided by this Agreement.

**2. Agreement Amount**

The amount of this Agreement may not exceed $300,000, $240,000 of which will be reimbursed. Subrecipient may use funds only for work completed during the term of this Agreement. Metro will not reimburse Subrecipient for funds that Subrecipient committed or spent before the effective date of this Agreement.

**3. Scope of Work**

This Agreement establishes responsibilities of the parties concerning to the Scope of Work, Exhibit A, which is incorporated into this Agreement.

Metro will reimburse for qualified costs as described in the Scope of Work, Exhibit A, in accordance with 2 CFR 200 - Uniform Guidance – Super Circular.

Metro considers Subrecipient (UEI: ML1NGLL5RZ56) to be a subrecipient of federal funds. Funding for this project is obtained from a Federal Award between Metro and the FEDERAL HIGHWAY ADMINISTRATION awarded January 1, 2023, CFDA No. 20.939, Safe Streets and Roads for All, FAIN No. 693JJ32340560, The Getting to Vision Zero 2035 - Advancing Equity Outcomes and Pedestrian Safety in the Greater Portland FY22 Safe Streets and Roads for All. As federal funds are involved in the Agreement, Exhibit B – Federal Clauses are attached hereto and by this reference made a part of this Agreement as if set forth in full.

Unless described in the application and funded in the approved award, the Subrecipient must obtain prior written approval from Metro for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of

supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Subrecipient's submittal of a written fair and reasonable price determination, and approval by Metro for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from Metro or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by Metro. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

**4. Changes to Scope of Work**

The parties authorize their respective Project Managers to modify Exhibit A - Scope of Work, upon mutual agreement in writing.

**5. Indirect Cost Rate**

Subrecipient will not include an indirect cost rate on invoices.

**6. Funds Available**

Metro certifies that at the time this Agreement is executed sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

**7. Billing Invoices and Payment for Services**

A. Subrecipient must submit invoices and progress reports to Metro QUARTERLY on or before the 15th day of January, April, July, and October for the duration of the grant agreement. Invoices should provide detail in the budget categories per the budget in Exhibit A - Scope of Work.

   Progress reports should provide narrative on progress by task in the Scope of Work and should follow the format and include the content outlined in Exhibit I – Quarterly Progress Report Format and Content and Project Cost Template. All invoice payments are conditional upon Metro's Project Manager approval of the invoice and progress report. Subrecipient must meet by phone or virtually with Metro Project Manager within a week of submitting invoices and progress reports to review project progress. Subrecipient is requested to schedule these meetings upon finalization of this Agreement. The final invoice and progress report must include completion of Exhibit H - SS4A Metro Safety Action Plan Final Checklist.

B. Invoices shall display one hundred percent (100%) of the total project costs incurred during the period of the invoice, and identify any required matching amounts, if applicable. If Metro requests documentation, including without limitation copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting the actual expense, Metro must receive the documentation before Metro makes payment.

C. Metro's billing invoices must include the contract number, remittance address, invoice date, invoice amount, and statement of expenses and work performed during the billing period.

D. Subrecipient must send reimbursement payments to: MetroAccountsPayable@oregonmetro.gov

E. Metro will issue payment within thirty (30) days of receipt of an invoice, provided that services and expenses described in the invoice are in accordance with the terms of this Agreement.

Metro will disburse funds as set forth in Exhibit A - Scope of Work.

**8. Right to Withhold Payments**

Metro has the right to withhold payments such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim that may result from Subrecipient's performance or failure to perform under this Agreement.

**9. Funding Recognition**

Subrecipient must recognize Metro and use Metro's logo in any publications or presentations referencing the Project, including, without limitation, any on-site signage.

**10. Forfeit of Unspent Funds**

If Subrecipient fails to start or complete the Project or completes the Project without expending all of the funds, Metro will retain any funds not expended.

**11. Records Maintenance and Access**

The parties must maintain all fiscal records related to this Agreement in accordance with generally accepted accounting principles. The parties must maintain books, documents, and other records related to the subject Agreement. The parties must retain and keep accessible all such records for a period of six (6) years from the date of final completion of this Agreement. Each party must make records available to the other party and its authorized representatives, including but not limited to the staff of any department, at reasonable times and places regardless of whether litigation has been filed on any claims.

**12. Public Records**

Except to the extent disclosure is required by Oregon Public Records Law ORS Chapter 192, the parties must protect the confidentiality of all confidential and proprietary information of the other parties and to which the parties have access. Nothing in this section is intended to waive either party's right to assert that any record is exempt from disclosure under the Public Records Law.

**13. Ownership of Documents**

The parties have unrestricted access to all documents relating to this Agreement. To the extent either party uses any of its own property created or developed, whether arising from copyright, patent, trademark, trade secret or other similar right, in the performance of this Agreement, such property remains the property of the party.

**14. Indemnification**

Within the limits of the Oregon Tort Claims Act and the Oregon Constitution, Subrecipient agrees to indemnify and defend Metro and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees at trial and on appeal, arising out of or in any way connected with its performance of this Agreement, and for any claims or disputes involving subcontractors or partners.

**15. Insurance**

Subrecipient agrees to maintain insurance levels, or self-insurance in accordance with state law, for the duration of this Agreement to levels necessary to protect against public body liability. Subrecipient also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

**16. Termination**

This Agreement may be terminated as follows:

A. By mutual written consent of all parties.

B. By any party if another party commits any breach or default of any covenant or obligation under this Agreement. To be effective, the party intending to terminate must give the other party written notice of default and its intent to terminate. If the breaching party does not entirely cure such breach, default, or failure within thirty (30) days after receipt of notice, or such longer period of cure as may be specified in the notice, then this Agreement may be terminated at any time thereafter by giving a written notice of termination.

Any termination of this Agreement does not prejudice any rights or obligations accrued to the parties before termination.

**17. Federal, State and Local Law Compliance**

Subrecipient and Metro will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including Exhibits C, D, E, F and G.

This Agreement is subject to a financial assistance agreement between Metro and the Federal Highway Administration. Subrecipient must comply with all applicable federal laws, regulations, executive orders, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof:

- 2 CFR 200 - Uniform Guidance – Super Circular

In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program," dated February 8, 2023, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

The Subrecipient states that it has knowledge of the General Terms and Conditions. Subrecipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

The Subrecipient acknowledges that the General Terms and Conditions impose obligations on the Subrecipient and that the Subrecipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to Metro the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

The Subrecipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Subrecipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

**18. Public Contracting**

Subrecipient must comply with prevailing wage rate law, as applicable, and with applicable provisions of ORS chapters 279A, 279B, and 279C, all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, applicable provisions of 2 CFR 200 as they relate to public contracting, and federal clauses attached in Exhibit B. Subrecipient and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

Contracting is only allowable to the extent it is described in Exhibit A - Scope of Work.

**19. Notices; Project Managers**

All notices and other written communication between the parties under this Agreement must be given in writing by email. The parties appoint the following representatives for receiving notice and as project managers for this Agreement. If Subrecipient and Metro representatives communicate verbally, Subrecipient must follow up with a written summary of the communication by email.

Metro: Lake McTighe
Principal Transportation Planner
600 NE Grand Ave.
Portland, OR 97232
503-797-1660
lake.mctighe@oregonmetro.gov

City of Tigard: Dave Roth
Principal Transportation Planner
13125 SW Hall Blvd
Tigard, OR 97223
503-718-2457
daver@tigard-or.gov

**Standard Contract Terms**

**20. Dispute Resolution and Forum**

This Agreement is to be construed according to the laws of the State of Oregon. The parties must negotiate in good faith to resolve any dispute arising out of this Agreement. If the parties are unable to resolve any dispute within fourteen (14) calendar days, the parties will attempt to settle any dispute through mediation. The parties will attempt to agree on a single mediator. The cost of mediation will be shared equally. If the parties agree on a mediator, the mediation must be held within 60 days of selection of the mediator unless the parties otherwise agree. If the parties cannot agree on a mediator, or the matter is not settled during mediation, the parties will have all other remedies available at law or in equity.

**21. Discrimination Prohibited**

No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit receiving funds pursuant to this Agreement.

**22. Independent Contractor Status**

Subrecipient is an independent Contractor for all purposes and is entitled only to the compensation provided for in this Agreement. Under no circumstances will Subrecipient be considered an employee of Metro.

Subrecipient is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

**23. No Third-Party Beneficiary**

Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**24. Assignment**

A party may not subcontract, assign, or transfer any rights or obligations under this Agreement without the prior written consent of the other parties.

**25. Survival**

All obligations relating to indemnification, default or defect in performance, limitation of liability, publicity, proprietary rights, and obligations to make payments that become due under this Agreement before termination (except that payments for services not performed by the date of termination will be prorated) survive termination or expiration of this Agreement and, to the extent applicable, remain binding and in full force and effect.

**26. Limitations**

This Agreement is subject to the limitations of the Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provision of this Agreement that conflicts with the above-referenced laws are invalid and unenforceable.

**27. Interpretation of Agreement**

This Agreement will not be construed for or against any party by reason of authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and may not be used in constructing or interpreting this Agreement.

Metro
600 NE Grand Ave.
Portland, OR 97232-2736

Metro Contract No. XXXXXX

**28. Entire Agreement; Amendment**

This Agreement is the entire agreement among the parties and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Parties may not waive, alter, modify, supplement or amend this Agreement except by written amendment signed by both Parties.

**29. Choice of Law**

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement will be governed by the laws of the State of Oregon and will be conducted in the Circuit Court of the State of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

**30. No Waiver of Claims**

The failure to enforce any provision of this Agreement does not constitute a waiver of that or any other provision.

**31. Counterparts**

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

**32. Authority**

The representatives signing on behalf of the parties certify that they are authorized to make this Agreement by the party for which they sign.

| **METRO** | **City of Tigard** |
|---|---|
| _____ | _____ |
| Authorized Signature | Authorized Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| Date | Date |

Exhibit A Scope of Work
Exhibit B Federal Clauses
Exhibit C Certificate – Lobbying
Exhibit D Racial Equity and Barriers to Opportunity
Exhibit E Climate Change and Environmental Justice Impacts
Exhibit F Labor and Workforce
Exhibit G Critical Infrastructure Security and Resilience
Exhibit H Metro Safety Action Plan Final Checklist
Exhibit I Quarterly progress Report Format and Content

Metro
600 NE Grand Ave.
Portland, OR 97232-2736

Metro Contract No. XXXXXX

# EXHIBIT A
# SCOPE OF WORK

## 1. Purpose and Goal of Work

Develop and adopt a Transportation Safety Action Plan (TSAP) to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries for all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators.

## 2. Scope of work tasks, milestones and/or deliverables

Please include the scope of work for the project. Subrecipients may use the Example Scope of Work as a starting point, modifying as needed to fit project specifics. However, the scope of work must include the elements listed in the Example, which are consistent with those identified in the SS4A grant Action Plan Components. Quarterly Project Progress Reports and invoices need to refer to the scope of work and project schedule and are tracked by the milestones and deliverables.

| Task | Task Description | Milestones and Deliverables |
|---|---|---|
| 1. Project Management | Project management activities to guide and conduct the work. Develop project schedule to track tasks, milestones and deliverables.<br>Prepare and submit quarterly project progress and financial reports describing work completed and work still be done, and project invoice for work completed. (Refer to Exhibit I Quarterly Project Progress Report Format and Content.)<br><br>Schedule, prepare for, conduct, and document project meetings. Anticipated meetings include:<br>• Project kickoff meeting<br>• Project team meetings | • Schedule of tasks, milestones, deliverables, meetings; schedule must be consistent with the action plan schedule.<br>• Quarterly Project Progress Reports (4). |

| Task | Task Description | Milestones and Deliverables |
|---|---|---|
| | • Safe streets task force meetings<br>• Miscellaneous coordination meetings<br>• Weekly meeting with project manager. | |
| 2. Leadership Commitment and Goal Setting | Develop and adopt an official public commitment (e.g., resolution, policy, ordinance) by a high ranking official and/or governing body to an eventual goal of zero roadway fatalities and serious injuries.<br><br>Set goals with project team for working towards the objective of achieving zero roadway fatalities and serious injuries that are actionable and measurable at various points in time. The vision and goals will be in line with other Tigard policies, such as Complete Streets, the Transportation System Plan, and Strategic Plan. Consensus will be reached regarding goals with project stakeholders early in the project. | • Adopted resolution of commitment from Tigard City Council to eliminate traffic deaths and serious injuries using a safe systems approach to prioritize transportation safety (completed in July 2023).<br>• Summary of vision and goals to reach zero roadway fatalities and serious injuries. |
| 3. Planning Structure | The City will form the Safe Streets Task Force, a multi-disciplinary group, which will help guide decisions throughout the project, implementation and monitoring. The Task Force will include representation from several community groups, such as AARP, the Medical/Emergency Medical Community, Families for Safe Streets, Street Trust, WashCo Bikes, Westside Transportation Alliance, and Westside Rides, as well as both Tigard-Tualatin and Beaverton School Districts and Washington County Public Health. | • Presentation materials, meeting agendas, and meeting minutes for Safe Streets Task Force meetings (at least 4).<br>• Presentations at Tigard Transportation Advisory Committee (TTAC) meetings (at least 2).<br>• Presentations at City Council (at least 2), including adoption of the final Action Plan.<br>• Presentations at Transportation Policy Alternatives Committee (TPAC) and the |

| Task | Task Description | Milestones and Deliverables |
|---|---|---|
| | | Joint Policy Advisory Committee on Transportation (JPACT) (at least 1). |
| 4. Safety Analysis and Equity Considerations | Develop analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries for project area. Includes:<br>• Select several safety performance measures from the Highway Safety Manual to evaluate the frequency, severity, and type of crashes occurring at intersections and along roadway segments in the City. Determine data availability and recommendations for each potential performance measure to meet the vision and goals.<br>• Develop a GIS based tool to run the network screening citywide. Work with the City GIS staff to ensure consistency and to that the tool can be used by City GIS staff for future updates.<br>• Run the network screening process with the most recent five years of crash history, traffic volume, and roadway inventory data to calculate all safety performance metrics for every intersection and roadway segment in Tigard.<br>• Identify ownership/maintenance responsibility in analysis, to help find opportunities for future partnership between agencies.<br>• Rank locations based on safety evaluation criteria. | • Technical memorandum documenting the selection of safety performance measures.<br>• GIS based tool to run the network screening citywide and deliver the tool to the City, including training City GIS staff.<br>• Technical memorandum documenting the results of the network screening.<br>• Technical memorandum documenting the results of the systemic safety analysis.<br>• Technical memorandum documenting the results of the automated photo enforcement analysis.<br>• Technical memorandum documenting the results of the equity analysis. |

| Task | Task Description | Milestones and Deliverables |
|---|---|---|
| | • Review preliminary results based on GIS tool analysis and refine as needed.<br>• Finalize ranked hot spot locations.<br>• Identify priority corridors and locations for systemic treatment applications. For each risk factor, map the locations exhibiting that characteristic and provide guidance for prioritizing corridors.<br>• Map and document the results from Metro's High-Injury Corridors for City of Tigard.<br>• Assess the performance of Tigard's automated enforcement (red light and speed enforcement) program and recommend potential new locations for photo enforcement per the criteria from ODOT's Red Light Running Camera Guidelines for State Highways and other relevant rules or regulations.<br>• Incorporate Tigard's Equity Transportation Demand Scoring and Metro's Equity Focus Areas into the safety analysis. Assign additional weight to underserved communities using Tigard and Metro's areas of high equity demand or focus. | |
| 5. Engagement, Collaboration and Equity Considerations | Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process, including Washington County, TriMet, ODOT and Metro. Plans and processes are coordinated and aligned with other | • Public involvement plan, including:<br>o Schedule for meetings and deliverables.<br>o Target audience and stakeholders.<br>o Communities of Concern.<br>o Project messaging / talking points. |

| Task | Task Description | Milestones and Deliverables |
|---|---|---|
| | governmental plans and planning processes to the extent practicable.<br><br>Underserved communities are identified through data and other analyses in collaboration with appropriate partners.<br><br>• Participate in the planning of and attend up to four (two project open houses and two advisory committee) meetings to provide Project information and address specific questions and concerns.<br>• Collect input from the public including underserved communities and relevant stakeholders such as the private sector and community groups regarding safety concerns citywide as well as feedback on location specific proposed safety improvements.<br>• Hold up to three focus group input sessions with identified communities of concern, youth audiences, and people with mobility impairments.<br>• Create survey to gather public input. Draft the questions, provide graphics, and prepare a summary of the results.<br>• Create mailers, flyers, and fact sheets, as well as develop social media, website, and storyboards for up to five safety message videos. Format, print, and mail the various informational pieces. Maintain the stakeholder distribution/mailing list. | ○ List of communications and outreach tools to engage and reach the desired audience.<br>• Toolkit of public involvement materials, such as mailers, flyers, and fact sheets, as well as content for the website and social media platforms, including language translation of materials.<br>• Storyboards for up to five transportation safety messaging videos that can be produced by the city.<br>• Graphics, including a program identifier, branding, and public messaging.<br>• Interactive survey.<br>• Public involvement summary with input received from the survey and meetings. |

| Task | Task Description | Milestones and Deliverables |
|---|---|---|
| | • Use project website and social media platforms to provide project updates, identify ways to get involved, and communicate current project status. | |
| 6. Policy and Process Changes | Assess current Tigard policies, plans, guidelines, and standards to identify opportunities to improve how processes currently prioritize traffic safety.<br>Determine potential improvements through the adoption of revised or new policies, guidelines, and/or standards, as appropriate. Coordinate with groups that would be involved with implementing these changes. Provide approximate timelines and stakeholders that would need to be involved to implement changes.<br><br>For newly recommended policies, guidelines, and standards, or revisions or amendments to existing policies, guidelines, and standards, provide adoption-ready language. | • Technical memorandum documenting the recommended proposed changes in policies, guidelines, or standards (up to four draft versions and final. |
| 7. Strategy and Project Selections | • Develop strategies that will include identifying and documenting lead agency, supporting/partner agencies, budget needs, and a timeline for implementation between short-term and long-term goals. The strategies will discuss investments in training and staff time, enforcement interventions, public communications and messaging, and public education, in addition to capital needs. These strategies will focus on a Safe System Approach, | • Technical memorandum documenting the strategies for a safe systems approach.<br>• Technical memorandum documenting a comprehensive set of safety projects. |

| Task | Task Description | Milestones and Deliverables |
|---|---|---|
| | effective interventions, and consider multidisciplinary activities.<br>• Overlay the hot spot analysis, systemic analysis, Metro's High-Injury Corridors for City of Tigard, and identified equity areas.<br>• Refine priority list to consider recent road/intersection improvements for the highest scoring sites to determine the top intersection and segment sites to advance into project development.<br>• Prepare summary sheets for the top twenty intersections and top ten corridors. The summary sheets will include: safety performance, crash diagrams, crash patterns, field review, and safety countermeasures.<br>• Develop project components and planning level cost estimates for the top safety projects. Assess timelines for safety improvements at each site taking into consideration funding sources and availability. Assign a category for each safety project of short-, medium-, or long-term improvements.<br>• Calculate benefit/cost ratio for each proposed safety project to re-rank locations.<br>• Coordinate with Metro and other partners on a funding strategy for identified projects. | |

| Task | Task Description | Milestones and Deliverables |
|---|---|---|
| 8. Progress and Transparency | Work with City staff to determine actionable measures for reporting and tracking progress toward reducing roadway fatalities and serious injuries. The reporting will include regular progress updates (at least annually), publicly available data, progress on action plan strategies, and the Adopted Action Plan will be publicly available.<br><br>Determine if the progress report format should follow Tigard's Report Card, which brings a data-informed perspective to the city's strategic plan vision to be, "an equitable community that is walkable, healthy, and accessible for everyone". The new Safety Report Card would be posted on Tigard's website and made available to everyone. | • Progress report format for Safety Report Card.<br>• Safe Streets GIS dashboard hosted on the City's website. |
| 9. Draft Safety Action Plan | Develop Draft Safety Action Plan that reflect the elements above from Tasks 2, 4, 5, 6, 7, and 8. | • Draft Action Plan document. The Action Plan will incorporate results from the previous technical memorandums. |
| 10. Final Safety Action Plan | Develop final Safety Action Plan for adoption. | • Final Action Plan document with comments incorporated. |
| 11. Adoption of Safety Action Plan | Bring final Action Plan to City Council for adoption. | • Draft adopting resolution.<br>• Final adopting resolution.<br>• Adopted City Council SS4A Action Plan.<br>• Final plan and list of projects added to City webpage.<br>• Adoption-ready recommended project list amendment for Tigard's 2040 Transportation System Plan (TSP) |

**3. Project's Estimated Schedule**

Dates are those provided in the FHWA-Metro SS4A grant agreement. Project schedule must be consistent with these dates.

| Milestone | Schedule Date |
|---|---|
| Planned Draft Action Plan Completion Date: | October 1, 2024 |
| Planned Action Plan Completion Date: | February 28, 2025 |
| Planned Action Plan Adoption Date: | May 31, 2025 |
| Planned SS4A Final Report Date: | May 31, 2025 |

**4. Budget**

Budget should be by the category by which spending will be reported. If actual spending will be reported by task, then budget should be by task. If actual spending will be reported by cost element (labor, consultant, indirect, etc), then budget should be by cost element.

Budget for above scope of work:

| Budget by Cost Element | | | |
|---|---|---|---|
| **Cost Element** | **Federal Share** | **Non-Federal Share** | **Total Budget Amount** |
| Direct Labor | $0.00 | $0.00 | $0.00 |
| Fringe Benefits | $0.00 | $0.00 | $0.00 |
| Travel | $0.00 | $0.00 | $0.00 |
| Equipment | $0.00 | $0.00 | $0.00 |
| Supplies | $0.00 | $0.00 | $0.00 |
| Contractual/Consultant | $240,000 | $60,000 | $300,000 |

| | | | |
|---|---|---|---|
| Other | $0.00 | $0.00 | $0.00 |
| Indirect Costs | $0.00 | $0.00 | $0.00 |
| **Total Budget** | **$240,000** | **$60,000** | **$300,000** |

Subrecipient shall perform the above work for a maximum price not to exceed three hundred thousand AND zero/100$^{TH}$ DOLLARS ($300,000.00). Two-hundred forty thousand AND zero/100$^{TH}$ DOLLARS ($240,000.00) of the total amount is reimbursable by Metro.

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# EXHIBIT B
# FHWA Federal Clauses (Non-Construction)

**1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

a) Instructions for Certification - Lower Tier Participants:

i) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

ii) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

iii) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

iv) The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

v) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

vi) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

vii) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

viii) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ix) Except for transactions authorized under paragraph (v) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

i) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

**2) USDOT Disadvantaged Business Enterprise Program Requirements**

a) To the extent authorized by applicable federal laws, regulations, or requirements, the subrecipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in compliance with U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26.

b) The subrecipient agrees and assures that it will include the following assurance in each subagreement and third-party contract it signs with a Third Party and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:

i) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FHWA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;

ii) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;

iii) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this section is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and

iv) The following remedies, or such other remedy as Metro deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

**3) Rights to Inventions Made Under a Contract or Agreement**

a) The following clause is applicable to the performance of experimental, developmental, or research work. Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the subrecipient will transmit the Federal Government's patent rights to FHWA, as specified in 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

**4) Buy America Requirements**

a) As appropriate and to the extent consistent with law, the subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR 200.322.

**5) Procurement of Recovered Materials**

a) The subrecipient and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**6) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

a) Subrecipients must comply with the requirements of 2 CFR 200.216 which prohibits obligating or expending grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

b) As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**7) Certification Regarding Use of Contract Funds for Lobbying**

a) The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

c) The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

**8) Clean Air Act / Federal Water Pollution Control Act**

a) The recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The recipient agrees to include the requirements of this section in every subcontract or subgrant in excess of $150,000.

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Metro Contract No. XXXXXX

**EXHIBIT C**
**CERTIFICATION REGARDING LOBBYING**
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned **Grantee** certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $22,021 and not more than $220,213 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $22,021 and not more than $220,213 for each such expenditure or failure.

The Grantee certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____
Signature of Grantee's Authorized Official

_____
Name (Printed)

_____
Title

_____
Date

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**EXHIBIT D**
**RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

**1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.**

The Subrecipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| | A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)* |
| **X** | The Subrecipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)* |
| | The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)* |
| | The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)* |
| | The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)* |
| **X** | The Subrecipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below. |
| | The Subrecipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below |
| | The Subrecipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award. |

**2. Supporting Narrative.**

The City of Tigard adopted a Racial Equity Action Plan on September 12, 2023. The plan includes a demographic analysis of the city over time and aims to county systemic racism and remove barriers to employment for under-represented populations. The plan is available online here: https://www.tigard-or.gov/community-support/community-for-all-dei

The City of Tigard has developed Transportation Equity Needs analysis tool that is used currently to support capital project investment decisions and will also be used to inform analysis on the Safe Streets and Roads for All comprehensive transportation safety action plan.

**EXHIBIT E**
**CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

**1. Consideration of Climate Change and Environmental Justice Impacts.**

The Subrecipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| **X** | The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)* |
| | The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)* |
| | The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)* |
| | The Subrecipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. *(Identify the tool(s) in the supporting narrative below.)* |
| **X** | The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. *(Describe that shift in the supporting narrative below.)* |
| | The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. *(Describe those strategies in the supporting narrative below.)* |
| | The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. *(Describe the incorporated infrastructure in the supporting narrative below.)* |
| | The Project supports the installation of electric vehicle charging stations. *(Describe that support in the supporting narrative below.)* |
| | The Project promotes energy efficiency. *(Describe how in the supporting narrative below.)* |
| | The Project serves the renewable energy supply chain. *(Describe how in the supporting narrative below.)* |
| | The Project improves disaster preparedness and resiliency *(Describe how in the supporting narrative below.)* |
| | The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. *(Describe how in the supporting narrative below.)* |

| | |
|---|---|
| | The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. *(Describe that infrastructure in the supporting narrative below.)* |
| | The Project supports or incorporates the construction of energy- and location-efficient buildings. *(Describe how in the supporting narrative below.)* |
| | The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. *(Describe the materials in the supporting narrative below.)* |
| | The Subrecipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below. |
| | The Subrecipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in the supporting narrative below. |
| | The Subrecipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award. |

**2. Supporting Narrative.**

The City of Tigard developed a Community Resiliency Plan and Climate Action Report over the course of 2021 and 2022. The Community Resiliency Plan is a comprehensive community and science-based strategy to bring Tigard to carbon neutrality by 2035, reduce our effect on natural resources and the environment, and help us adapt. It centers people, especially historically excluded communities most vulnerable to climate change. Released in 2022, the Climate Action Report includes an analysis of 2019 baseline year emissions by sector within the city. It makes recommendations for 17 "low carbon actions" that would result in decarbonization across sectors within Tigard by 2035. Six of these actions are focused on the transportation sector. Development and implementation of the Safe Streets and Roads for All comprehensive transportation safety action plan will result in identification of projects across the city supportive of several of these "low carbon" transportations sector actions as they relate to increasing active travel and public transit mode share. Tigard's Community Resiliency Plan and Climate Action Report are available here: https://www.tigard-or.gov/community-support/community-resiliency-plan

**EXHIBIT F**
**LABOR AND WORKFORCE**

## 1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Subrecipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| | The Subrecipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)* |
| | The Subrecipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. *(Describe the relevant provisions in the supporting narrative below.)* |
| | The Subrecipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. *(Describe the use of registered apprenticeship in the supporting narrative below.)* |
| | The Subrecipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. *(Describe the training programs in the supporting narrative below.)* |
| | The Subrecipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. *(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)* |
| | The Subrecipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. *(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)* |
| x | The Subrecipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)* |

| | |
|---|---|
| | The Subrecipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:<br>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;<br>b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color;<br>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;<br>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;<br>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and<br>f. maintaining robust anti-retaliation measures covering employees and contractors.<br>*(Describe the equal opportunity plan in the supporting narrative below.)* |
| | The Subrecipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)* |
| | The Subrecipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below. |
| | The Subrecipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award. |

**2. Supporting Narrative.**

The City of Tigard's Public Contracting Rules (PCRs) have been adopted by the City Council acting as the Local Contract Review Board pursuant to the authority granted to the Board by Tigard Municipal Code Section 2.46. The PCRs apply to all contracting, purchasing, and

disposing of personal property by the City of Tigard but do not apply to acquisition, sale or other transfer of real property. Requirements and rules related to contracting with minority owned, women owned, emerging small businesses, and service-disabled veteran owned businesses are defined in subsection 25.000 of Section 2.46 of Tigard's Municipal Code. These rules and requirements are available here: https://tigard-or.gov/home/showpublisheddocument/158/637854334511830000

Metro
600 NE Grand Ave.
Portland, OR 97232-2736

Metro Contract No. XXXXXX

**EXHIBIT G**
**CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Subrecipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| X | The Subrecipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. |
| **X** | The Subrecipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security. |
| **X** | The Subrecipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment. |
| **X** | For projects in floodplains: The Subrecipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425). |

**2. Supporting Narrative.**

The City of Tigard has dedicated significant resources toward ensuring the security and resilience of its critical infrastructure against both physical and cyber threats. The Safe Streets and Roads for All (SS4A) project will result in new policies and identified project needs designed to eliminate traffic fatalities. Any recommendations, updated policies or standards, and future project lists will be supportive of and compatible with Tigard's efforts to strengthen critical infrastructure security and resilience. Further, any recommended future projects as a result of the SS4A planning project will be appropriately considered relative to Federal Flood Risk Management Standard.

Metro
600 NE Grand Ave.
Portland, OR 97232-2736

Metro Contract No. XXXXXX

**EXHIBIT H**

**Metro Safety Action Plan Final Checklist**

To be completed by Metro SS4A subrecipient by December 2025 upon completion of the Safety Action Plan.

| Question | Narrative/Documentation |
|---|---|
| 1. Are both of the following true:<br>• Did a high-ranking official and/or governing body in the jurisdiction publicly commit to an eventual goal of zero roadway fatalities and serious injuries?<br>• Did the commitment include either setting a target date to reach zero, OR setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date? | |
| 2. To develop the Action Plan, was a committee, task force, implementation group, or similar body established and charged with the plan's development, implementation, and monitoring? | |
| 3. Does the Action Plan include all of the following?<br>• Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region;<br>• Analysis of the location(s) where there are crashes, the severity, as well as contributing factors and crash types;<br>• Analysis of systemic and specific safety needs is also performed, as needed (e.g., high risk road features, specific safety needs of relevant road users; and<br>• A geospatial identification (geographic or locational data using maps) of higher risk locations. | |
| 4. Did the Action Plan development include all of the following activities?<br>• Engagement with the public and relevant stakeholders, including the private sector and community groups;<br>• Incorporation of information received from the engagement and collaboration into the plan; and | |

| Question | Narrative/Documentation |
|---|---|
| • Coordination that included inter- and intra-governmental cooperation and collaboration, as appropriate. | |
| 5. Did the Action Plan development include all of the following?<br>• Considerations of equity using inclusive and representative processes;<br>• The identification of underserved communities through data; and<br>• Equity analysis, in collaboration with appropriate partners, focused on initial equity impact assessments of the proposed projects and strategies, and population characteristics. | |
| 6. Are both of the following true?<br>• The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and<br>• The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards. | |
| 7. Does the plan identify a comprehensive set of projects and strategies to address the safety problems identified in the Action Plan, time ranges when the strategies and projects will be deployed, and explain project prioritization criteria? | |
| 8. Does the plan include all of the following?<br>• A description of how progress will be measured over time that includes, at a minimum, outcome data<br>• The plan is posted publicly online. | |
| 9. Was the plan finalized and/or adopted by December 2025? | |

# EXHIBIT I
# QUARTERLY PROJECT PROGRESS REPORTS
# FORMAT AND CONTENT

**1. Purpose**. The purpose of the Quarterly Project Progress Reports under this Agreement for the FY 2022 SS4A grant program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

**2. Format and Content.** The Subrecipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of Metro, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Subrecipient and Metro. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.

**(a) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Subrecipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.

**(b) Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities, milestones and deliverables to be reported on should include meetings, contracts awarded, deliverables completed or substantially completed, milestones, and other items of significance.

**(c) Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Subrecipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

**(d) Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.

**(e) Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate

format to be agreed upon between the Subrecipient and Metro. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

**(f) Project Cost.** An updated cost spreadsheet (use the Project Cost Template) reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. A budget narrative should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns.

### 95079 - Safe Streets and Roads for All (SS4A) Action Plan

**Project Need:** The City of Tigard is committed to preventing roadway deaths and serious injuries. The city desires to formalize this commitment by developing a comprehensive Vision Zero Action Plan (VZAP) to guide future capital and programmatic investments focused on transportation safety. Tigard's VZAP will support the city's adopted Strategic Plan priorities related to walkability and equity, the city's Complete Streets policy, and the recently adopted 2040 Transportation System Plan (2040 TSP).

**Project Description:** The City of Tigard, in coordination with Oregon Metro, will complete a comprehensive VZAP. The plan will include a robust public engagement process. Tigard's VZAP will develop a prioritized project list using performance as well as equity- based criteria and systemic risk factors; this combination will ensure Tigard is prioritizing safety-focused projects based on science and empirical evidence and making best use of available funding sources to prevent roadway deaths and serious injuries.

**Project Funding:** The Federal Highway Administration awarded a grant through Metro for $240,000 with a required local match of $60,000. The local match will be split with the Engineering Division and Community Development.

**Operations and Maintenance Impact:** None for the plan.

**Prioritization: Health, Welfare and Safety**

**Total Project Cost:** **$320,000**

**City of Tigard Project Cost:** **$80,000**

| | Actual through 2022 | Projected 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | Project Total |
|---|---|---|---|---|---|---|---|---|---|
| **EXPENSES** | | | | | | | | | |
| **Internal Expenses** | | | | | | | | | |
| Project Management | 0 | 0 | 20,000 | 0 | 0 | 0 | 0 | 0 | 20,000 |
| Total Internal | 0 | 0 | 20,000 | 0 | 0 | 0 | 0 | 0 | 20,000 |
| **External Expenses** | | | | | | | | | |
| Design and Engineering | 0 | 0 | 270,000 | 0 | 0 | 0 | 0 | 0 | 270,000 |
| Total External | 0 | 0 | 270,000 | 0 | 0 | 0 | 0 | 0 | 270,000 |
| Total Project Expense | 0 | 0 | 290,000 | 0 | 0 | 0 | 0 | 0 | 290,000 |
| **REVENUES** | | | | | | | | | |
| **Revenue Funding Source** | | | | | | | | | |
| 200 - Gas Tax Fund | 0 | 0 | 50,000 | 0 | 0 | 0 | 0 | 0 | 50,000 |
| Total Revenue Funding | 0 | 0 | 50,000 | 0 | 0 | 0 | 0 | 0 | 50,000 |
| **Other Revenue Source** | | | | | | | | | |
| Federal Highway Admin | 0 | 0 | 240,000 | 0 | 0 | 0 | 0 | 0 | 240,000 |
| Total Other Revenue | 0 | 0 | 240,000 | 0 | 0 | 0 | 0 | 0 | 240,000 |
| Total Revenues | 0 | 0 | 290,000 | 0 | 0 | 0 | 0 | 0 | 290,000 |

**AIS-5374** **5.**

**Business Meeting**

**Meeting Date:** 11/14/2023

**Length (in minutes):** 20 Minutes

**Agenda Title:** Community Organization Update: Tigard Festival of Balloons

**Presented By:** Cindy Murphy, Executive Director of the Tigard Festival of Balloons

**Item Type:** Update, Discussion, Direct Staff

**Public Hearing Legal Ad Required?:** No

**Publication Date:**

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**Information**

## EXPLANATION OF ISSUE

This is a monthly community organization update to provide the City Council and public with brief reports on programming and events. For the month of November 2023, Cindy Murphy, Executive Director of the Tigard Festival of Balloons, will be presenting.

## ACTION REQUESTED

No action requested.

## BACKGROUND INFORMATION

N/A

## ALTERNATIVES & RECOMMENDATION

N/A

## ADDITIONAL RESOURCES

N/A

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**Attachments**

*No file(s) attached.*

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**AIS-5371** **6.**

**Business Meeting**

**Meeting Date:** 11/14/2023

**Length (in minutes):** 20 Minutes

**Agenda Title:** Marland Henderson Community Grant Program

**Authored By:** Eric Kang

**Presented By:** Eric Kang, Finance Director

**Item Type:** Update, Discussion, Direct Staff

**Public Hearing Legal Ad Required?:** No

**Publication Date:**

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**Information**

## EXPLANATION OF ISSUE

On October 17, 2023, a joint meeting between the City Council and the Budget Committee was held to discuss the City's grant programs including the Community Events, Social Services, and Marland Henderson Community Grant Programs. A question was raised regarding the Marland Henderson Community Grant Program and how decisions are made to award grant funding.

## ACTION REQUESTED

Staff is seeking guidance from Council on the Marland Henderson Community Grant program.

## BACKGROUND INFORMATION

### Dates of Previous and Potential Future Considerations

The Marland Henderson Community Grant program was established by Resolution No. 16-48 to honor former City Councilor Marland Henderson for his advocacy for mental health, drug and alcohol addiction awareness, and housing issues during his tenure on the Tigard City Council. The grant program allocates 20% of the revenue generated from the City's Marijuana tax to be awarded to a non-profit organization(s) to address the mental health, drug and alcohol addiction, and housing needs of people in Tigard. The grant program names former Councilor Henderson as a subcommittee panelist to review and recommend funding for this grant program and when he is no longer able to serve as a panelist, a member of his family with continue to serve in that capacity.

### Public Involvement

The Marland Henderson Grant program was discussed at the October 17, 2023, joint meeting of the City Council and Budget Committee.

## ALTERNATIVES & RECOMMENDATION

Council may choose not to take any action and the Marland Henderson Community Grant program would continue as stated in Resolution No. 16-48.

## ADDITIONAL RESOURCES

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**Attachments**

City of Tigard Naming Recognition Policy
Resolution No. 16-48

# City of Tigard
# Naming & Recognition Policy

Effective September 3, 2013

## A. Purpose

The purpose of this policy is to provide consistent standards and procedures to:

- Name city key features, buildings and property.
- Install items on city property to recognize an individual, group or event.

## B. Naming Criteria for City Key Features, (such as open-air shelters, sports fields, gardens, rooms, trails, etc.), Buildings and Existing Property, Including Parks

1. All requests to name city key features, buildings and existing property must be reviewed by the parks manager and approved by formal action of the City Council.
2. To assist the public in identifying and locating key features, buildings and property, proposed names should be descriptive in nature or should contain a descriptive element, such as the *Fanno Creek House*, *Dirksen Nature Park*, *Woodruff Bridge* or *John Anderson Baseball Fields*.
3. Proposed names shall recognize one or more of the following:
   - A physical, historical, or unique characteristic of the key feature, building or existing property.
   - An event that had a significant impact to the city.
   - An individual or individuals, living or dead (memorial), who made a significant contribution to the city, either historically, financially or through civic duty.
   - A group or groups that made a significant contribution to the city, either historically, financially or through civic duty.
   - A property owner(s) who donates or sells property to the city.

## C. City-Initiated Requests to Name City Key Features, (such as open-air shelters, sports fields, gardens, rooms, trails, etc.), Buildings and Existing Property, Including Parks

1. The process to consider a city-initiated request is as follows:
   a. A city councilor or designee, city board or committee, or city staff member, "City Requestee," interested in naming a key feature, building or property must submit a written request—including specific information as to the purpose, proposed location (if applicable) and significance of the name—to the parks manager.
   b. The parks manager will prepare a recommendation, including a cost estimate to implement the name.
   c. The request and recommendation will be placed on a council agenda for informal discussion by the City Council.
   d. At the discussion the council will either:
      - Direct the parks manager to prepare a resolution to formally adopt the name. If applicable, staff will assist the council in identifying and selecting a city funding source to implement the name.

- Determine that a majority of the city councilors do not support the name, and the request will not move forward.

e. With council support, a resolution naming the feature, building or property will come before council for formal action.
f. If the resolution is adopted, the parks manager will implement the name.

**D. Non-City-Initiated Requests to Name City Key Features, (such as open-air shelters, sports fields, gardens, rooms, trails, etc.), Buildings and Existing Property, Including Parks**

1. The process to consider a non-city-initiated request is as follows:
   a. An individual or organization, "Requestee," interested in naming a key feature, building or property must submit a written request—including specific information as to the purpose, proposed location (if applicable) and significance of the name—to the parks manager at the following address:

      Parks Manager
      City of Tigard
      13125 SW Hall Blvd.
      Tigard, OR 97223

   b. When applicable, and if the name is intended to recognize an individual(s), group(s) or event, the parks manager will attempt to verify that the recognition is acceptable to the individual(s), group(s) or event, or the appropriate representative of the individual(s), group(s) or event.
   c. The parks manager will review the request and prepare a recommendation and cost estimate to implement the name.
   d. The request and recommendation will be placed on a council agenda for informal discussion by the City Council.
   e. At the discussion the council will either:
      - Direct the parks manager to prepare a resolution to formally adopt the name. Under this option, the council will also need to determine whether the Requestee or the city will be financially responsible for the costs to implement the name, including a plaque or signage (if desired). If the city assumes the costs, staff will assist the council in identifying and selecting a city funding source to implement the name.
      - Determine that a majority of the city councilors do not support the name, and the request will not move forward.
   f. With council support, a resolution naming the feature, building or property will come before council for formal action.
   g. If the resolution is adopted, the parks manager will work with the Requestee to implement the name.

**E. Changing the Name of City Key Features, (such as open-air shelters, sports fields, gardens, rooms, trails, etc.), Buildings and Existing Property, Including Parks**

1. Irrespective of how the existing name was initiated or funded (city/non-city), the City Council has the authority to change the name of any city key feature, building or property.

2. The process to change the name of a previously named key feature, building or property is as follows:
    a. A city councilor or designee, city board or committee, or city staff member, "City Requestee," interested in changing the name of a key feature, building or property must submit a written request—including specific information as to why the name should be changed and the purpose and significance of the new name—to the parks manager.
    b. The parks manager will prepare a recommendation, including a cost estimate to implement the name change.
    c. The request and recommendation will be placed on a council agenda for informal discussion by the City Council.
    d. At the discussion, the council will either:
        - Direct the parks manager to prepare a resolution to formally change the name; if applicable, staff will assist the council in identifying and selecting a city funding source to implement the name change.
        - Determine that a majority of the city councilors do not support the name change, and the name will not be changed.
    e. With council support, a resolution changing the name will come before council for formal action.
    f. If the resolution is adopted, the parks manager will implement the name change.

**F. Naming Requests for Properties under Acquisition, Including Parks**

1. For tracking and record keeping purposes, the City Council recognizes it is preferable to name a property early in the acquisition process, typically as a part of the real property transaction discussed in executive session.
2. The city's Property Acquisition Workbook acknowledges that naming rights are frequently desired by those selling property to the city. After consulting council, staff may use naming rights as a non-monetary negotiation tool when attempting to purchase property.
3. During acquisition, the process to name a property is as follows:
    a. The parks manager will prepare a list of potential names for council consideration. The names will be generated by city staff involved in the acquisition and—when feasible as part of an executive session discussion on real property transactions—by:
        - The Park and Recreation Advisory Board (for park and open space properties).
        - The City Center Development Agency (for Downtown or urban renewal properties).
        - Other appropriate city agencies, boards or committees that play a role in the acquisition of city property.
    b. In correspondence or as part of the City Council's executive session discussion on real property transactions to purchase the property, the parks manager will provide the council with a list of potential names developed under this section. City councilors may also propose names for the property.
    c. During the City Council's executive session discussion on real property transactions to purchase the property, the City Council will direct staff to

incorporate a property name into the purchase agreement (or comparable document).

d. The council will take formal action on the name when it takes action on the purchase agreement (or comparable document) at a council business meeting.
e. If the purchase agreement (or comparable document) is approved by council, the parks manager will implement the name.

**G. City-Initiated Requests to Install Recognition Items, (such as benches, picnic tables, trees and shrubs)**

1. The process to consider a city-initiated request is as follows:
   a. A city councilor or designee, city board or committee, or city staff member, "City Requestee," interested in having the city install an item must submit a written request—including specific information as to the purpose, proposed location, significance and type of item requested—to the parks manager.
   b. The parks manager will prepare a recommendation, including a cost estimate to purchase and install the item.
   c. The request and recommendation will be placed on a council agenda for informal discussion by the City Council.
   d. At the discussion, the City Council will either:
      - Direct the parks manager to install the item on behalf of the city. (No formal council action required.) If applicable, staff will assist the council in identifying and selecting a city funding source.
      - Determine that a majority of the councilors do not support the request, and the item will not be installed.
   e. If so directed, the parks manager will install the item.

**H. Non-City-Initiated Requests to Install Recognition Items (such as benches, picnic tables, trees and shrubs)**

1. All items installed on city property must be approved in advance by the parks manager. The parks manager has sole discretion regarding the approval of the installation of all items submitted under this section.
2. The process to consider a non-city-initiated request is as follows:
   a. An individual or organization, "Requestee," interested in installing an item must submit a written request—including specific information as to the purpose, proposed location, significance and type of item requested—to the parks manager at the following address:

      Parks Manager
      City of Tigard
      13125 SW Hall Blvd.
      Tigard, OR 97223
   b. When applicable, and if the item is intended to recognize an individual(s), group(s) or event, the parks manager will attempt to verify that the recognition is acceptable to the individual(s), group(s) or event, or the appropriate representative of the individual(s), group(s) or event.
   c. The parks manager will review and approve or decline the request.
   d. If the request is approved, the parks manager will:

- Notify the Requestee.
- Collect payment from the Requestee to purchase and install the item. Requestees are financially responsible for all costs associated the item, including a recognition plaque (if desired). Specific information on plaques is outlined below.
- Will work with the Requestee to install the item.

e. If the request is declined, the parks manager will attempt work with the Requestee to amend the request so it is acceptable to both parties. If no agreement can be reached, the item will not be installed.

3. The parks manager will allow the following types of items:
   a. **Benches** must be contoured style or another approved style, designed for outdoor use and constructed of materials approved by the parks manager. Once approved, benches must be purchased through a Parks Division-approved manufacturer. A brass or bronze plaque, no larger than 2 ½ x 6 inches, may be affixed to the bench.
   b. **Picnic Tables** must be an approved style, designed for outdoor use and constructed of materials approved by the parks manager. Once approved, tables must be purchased through a Parks Division-approved manufacturer. A brass or bronze plaque, no larger than 2 ½ x 6 inches, may be affixed to the table.
   c. **Trees and Shrubs** must be a size and species approved by the parks manager. Plaques for trees and shrubs:
      - Must be made of bronze.
      - Can be no larger than 8 ½ x 11 inches.
      - Cannot be free standing, but must be affixed to a concrete, aggregate rock or boulder foundation. The parks manager will review the design of the proposed plaque and foundation and can provide examples of acceptable plaques.
4. The installation of comparable items, (other than those specifically mentioned listed in this section), may be proposed by the Requestee and will be considered by parks manager.
5. The parks manager may alter the proposed location of the item to ensure ease of maintenance and to prevent conflicts with other park features.

# CITY OF TIGARD, OREGON
# TIGARD CITY COUNCIL
# RESOLUTION NO. 16-48

A RESOLUTION OF THE CITY OF TIGARD ESTABLISHING THE MARLAND HENDERSON COMMUNITY GRANT TO BE FUNDED THROUGH THE CITY'S MARIJUANA TAX FOR THE PURPOSE OF SUPPORTING SOCIAL SERVICES WITHIN THE CITY OF TIGARD.

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WHEREAS, City Councilor Marland Henderson will retire from the Tigard City Council on December 31, 2016 after eight years of service; and

WHEREAS, results from the November 8, 2016 General Election resulted in city voters approving a three (3) percent tax on the sale of marijuana items by marijuana retailers in the corporate limits of Tigard (Ballot Measure No. 34-257); and

WHEREAS, Marland Henderson has been a long-term advocate for mental health, drug and alcohol addiction awareness, and housing issues during his tenure on the Tigard City Council;

WHEREAS, fellow Council members wish to honor his service with the creation of a Marland Henderson Community Grant, funded through the city's newly-approved marijuana tax in an amount equal to 20 percent of the revenue generated from this tax, to be awarded to a non-profit organization or organizations to address the mental health, drug and alcohol addiction, and housing needs of people in Tigard.

WHEREAS, each year the city appropriates funds to support Social Service and Community Event activities that assist or benefit Tigard citizens. Community organizations are invited to submit requests in January of each year. A subcommittee of the Budget Committee meets to review Social Service requests and to recommend funding in the Proposed Budget.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The Marland Henderson Community Grant is hereby created.

SECTION 2: Beginning January 1, 2017, marijuana retailers will be required to pay the three percent tax. Beginning in 2018, social service agencies can begin applying to the city for grant funding from the Marland Henderson Community Grant as part of the city's annual budget review and approval process in the three areas listed above.

SECTION 3: Councilor Henderson will serve as a subcommittee panelist to review and recommend funding for the Marland Henderson Community Grant. Specific expenditures will be determined through the city's annual budget review and approval process. When Mr. Henderson is no longer able to serve as a panelist, a member of his family will serve in that capacity to carry on his advocacy.

SECTION 4: Grant funding will come from the general fund budget unit 100-5900.

SECTION 5: This resolution is effective immediately upon passage.

PASSED: This 20th day of December 2016.

John L Cook
Mayor - City of Tigard

ATTEST:

Kelly Bergoyne
Deputy City Recorder - City of Tigard

**AIS-5376** **7.**

**Business Meeting**

**Meeting Date:** 11/14/2023

**Length (in minutes):** 20 Minutes

**Agenda Title:** Photo Traffic Enforcement Program Discussion

**Authored By:** Lisa Shaw

**Presented By:** City Manager Rymer, Chief McAlpine, Lt Erickson

**Item Type:** Update, Discussion, Direct Staff

**Public Hearing Legal Ad Required?:** No

**Publication Date:**

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**Information**

## EXPLANATION OF ISSUE

The City of Tigard's photo traffic enforcement program is active for red light and speed enforcement at the following intersections along Pacific Highway (99W):

* 72nd Avenue
* Hall Boulevard
* Durham Road

The current vendor, Conduent, was selected via a competitive procurement process in 2018 and was awarded a five-year contract. That contract was extended for one year, and will now expire on October 31, 2024. Based on increased traffic safety as realized by a reduction in crashes at impacted intersections, as well as community support, the Tigard Police Department recommends continuation of the program with no material changes. Staff recommends initiating a competitive procurement process early in 2024 in order to identify the best, most cost-effective vendor to administer the program.

## ACTION REQUESTED

Continue the photo traffic enforcement program as proposed and initiate a competitive procurement process.

## BACKGROUND INFORMATION

### Dates of Previous and Potential Future Considerations

August 2010 – At the direction of City Council, the Police Department presented an informational briefing about photo red light enforcement.
June 2015 – Council directed the Police Department (PD) to conduct a traffic study on the feasibility of implementing a photo red light program.
August 2016 – The traffic survey and staff report were submitted to Council for consideration. Council directed staff to determine the public's level of support.
April 2017 – Police provided the results of the survey to City Council along with a request to move forward with photo traffic enforcement.
May 2017 – Police staff reported to Council, recommending implementation.
July – August 2018 – A full Request for Proposal (RFP) process was initiated, and the process identified a top vendor.

September 18, 2018 – City Council reviewed the implementation plan to begin using photo enforcement technology.
September 25, 2018 – City Council voted to award Photo Enforcement Systems and Related Services Contract to the top vendor.
July 2020 – Intersection speed program implementation
February 25, 2021 – Photo Enforcement Financial update memo submitted to City Council
August 12, 2021 – Photo Enforcement Financial update memo submitted to City Council
October 24, 2023 – Staff provides City Council with a program overview.
November 14, 2023 – Staff seeks Council direction on the future of the photo traffic enforcement program

**Public Involvement**
The Police Department led a robust public awareness campaign for the photo enforcement program in the 12 months leading up to the March 2020 implementation.
The PD continues to highlight the program on a regular basis through a variety of channels, including the Chief's dashboard which is presented to City Council on a monthly basis, information provided to attendees during Community Academy sessions and other community events, the PD's annual reports as well as updates to our traffic webpage and social media posts.

**Impacts (Community, Budget, Policies and Plans/Strategic Connection)**
The photo traffic enforcement program exists to support traffic safety along Pacific Highway and across the City of Tigard. Based on updated crash data, attached, the program has been successful in that mission and has benefited the community, creating a safer environment for drivers and pedestrians. According to the recent community survey, residents and community members value their ability to easily and safely move about the city. Of the respondents, 52% reported that "traffic enforcement" was excellent or good and 56% indicated that the ease of "traveling by car" was excellent or good.

## ALTERNATIVES & RECOMMENDATION

Council could choose to end the photo traffic enforcement program when the current provider contract ends in October 2024. Alternatively, Council could approve of staff's recommendation to continue the program, but could direct staff to make programmatic changes.

## ADDITIONAL RESOURCES

Additional programmatic information about the photo traffic enforcement program may be found on the Police Department webpages dedicated to traffic safety:

Police Department Webpages

Statistical information about the program is reported regularly on the Chief's monthly dashboards, which are available to the public after they are presented to City Council:

Police Chief Reports on Monthly Statistics

National Community survey results for Tigard

Survey Results

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**Attachments**

Crash Data

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# Data Driven Decisions for Future Planning

## Crash Statistics Reported by ODOT

| Street 1 | Street 2 | 2016 - 2019 | 2020 - 2022 |
|---|---|---|---|
| Pacific HWY | Gaarde St | 56 (14) | 9 (3) |
| Pacific HWY | Hall Blvd | 90 (22.5) | 29 (9.67) |
| Pacific HWY | Greenburg Rd | 40 (10) | 9 (3) |
| Pacific HWY | Walnut St | 32 (8) | 7 (2.33) |
| Pacific HWY | Bull Mountain Rd | 36 (9) | 10 (3.33) |
| Pacific HWY | 72nd Ave | 41 (10.25) | 13 (4.33) |
| Pacific HWY | 68th PKWY | 37 (9.25) | 9 (3) |
| Pacific HWY | Durham Rd | 27 (6.75) | 16 (5.33) |
| | | (Yearly Average) | |