City *of* Tigard

Tigard Business Meeting –Agenda

TIGARD CITY COUNCIL & TOWN CENTER DEVELOPMENT AGENCY **Revised 9/23/2024 to Add Agenda Item 2.B - Domestic Violence Awareness Month Proclamation**

MEETING DATE AND TIME:	SEPTEMBER 24, 2024 - 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 two minutes.
- You may comment by video through the Teams app. Go to this link to learn how to participate by video: September 24, 2024 Council Meeting (https://www.tigard-or.gov/Home/Components/Calendar/Event/7097/372).

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

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

TIGARD CITY COUNCIL & TOWN CENTER DEVELOPMENT AGENCY **Revised 9/23/2024 to add Agenda Item No. 2.B - Domestic Violence Awareness Month Proclamation**

MEETING DATE AND TIME: SEPTEMBER 24, 2024 - 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. PROCLAMATIONS AND RECOGNITION

   A. PROCLAIM BANNED BOOKS WEEK: SEPTEMBER 22-28, 2024 **6:35 p.m. estimated time**

   B. PROCLAIM OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH

3. PUBLIC COMMENT

   A. Follow-up to Previous Public Comment

   B. Public Comment – Written

   C. Public Comment – In Person

D. Public Comment – Phone-In

E. Public Comment – Video

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

5. TOWN CENTER DEVELOPMENT AGENCY: CONSIDERATION OF A DEVELOPMENT ASSISTANCE AGREEMENT **7:00 p.m. estimated time**

6. COMMUNITY ORGANIZATION UPDATES - PROJECT HOMELESS CONNECT WASHINGTON COUNTY AND ASSIST (ASSERTIVE SSI SERVICE TEAM) **7:15 p.m. estimated time**

7. IGA WITH WASHINGTON COUNTY FOR COMMUNITY CONNECTOR SHUTTLE STOP ENHANCEMENTS **7:40 p.m. estimated time**

8. BRIEFING ON SAFE STREETS FOR ALL (SS4A) ACTION PLAN **8:10 p.m. estimated time**

9. CONSIDER THE RENAMING OF STEVE STREET PARK AND RIVER TERRACE TOWN CENTER COMMUNITY PARK **8:40 p.m.estimated time**

10. NON-AGENDA ITEMS

11. 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.

12. ADJOURNMENT **9:00 p.m.estimated time**

AIS-5623 **2. A.**

Business Meeting

Meeting Date: 09/24/2024

Length (in minutes): 5 Minutes

Agenda Title: Proclaim Banned Books Week, September 22-28, 2024

Authored By: Halsted Bernard

Presented By: Halsted Bernard, Director of Library Services

Item Type: Proclamation

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Mayor Lueb is being asked to issue the proclamation for Banned Books Week, September 22-28, 2024, by Tigard Public Library Director Halsted Bernard.

Banned Books Week was launched in 1982 in response to a sudden surge in the number of challenges to books in libraries, bookstores, and schools. Typically (but not always) held during the last week of September, the annual event highlights the value of free and open access to information and brings together the entire book community — librarians, educators, authors, publishers, booksellers, and readers of all types — in shared support of the freedom to seek and to express ideas.

The next Banned Books Week will be held September 22-28, 2024. The theme of this year's event is Freed Between the Lines.

By focusing on efforts across the country to remove or restrict access to books, Banned Books Week draws national attention to the harms of censorship.

ACTION REQUESTED

Mayor Lueb is being asked to issue the proclamation for Banned Books Week, September 22-28, 2024.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

September 26, 2023 was the first date that Mayor Lueb declared Banned Books Week in Tigard.

Public Involvement

N/A

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

There is no financial impact associated with issuing this proclamation.

ALTERNATIVES & RECOMMENDATION

Mayor Lueb could choose not to issue a proclamation for Banned Books Week. City teammates recommend its issuance.

ADDITIONAL RESOURCES

The American Library Association's Office for Intellectual Freedom provides resources on Banned Books Week at https://bannedbooksweek.org/.

Attachments

Proclamation

Proclamation

City *of* Tigard

BANNED BOOKS WEEK
SEPTEMBER 22 – 28, 2024

WHEREAS, the freedom to read is essential to our democracy, and reading is among our greatest freedoms; and

WHEREAS, privacy is essential to the exercise of that freedom, and the right to privacy is the right to open inquiry without having the subject of one's interest examined or scrutinized by others; and

WHEREAS, the freedom to read is protected by our Constitution; and

WHEREAS, some individuals, groups, and public authorities work to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries of materials reflecting the diversity of society; and

WHEREAS, both governmental intimidation and the fear of censorship cause authors who seek to avoid controversy to practice self-censorship, thus limiting our access to new ideas; and

WHEREAS, every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of American society and leaves it less able to deal with controversy and difference; and

WHEREAS, Americans favor free enterprise in ideas and expression, and can be trusted to exercise critical judgment, to recognize propaganda and misinformation, and to make their own decisions about what they read and believe, and to exercise the responsibilities that accompany this freedom; and

WHEREAS, intellectual freedom is essential to the preservation of a free society and a creative culture; and

WHEREAS, conformity limits the range and variety of inquiry and expression on which our democracy and our culture depend; and

WHEREAS, the American Library Association's *Banned Books Week: Celebrating the Freedom to Read* is observed during the last week of September each year as a reminder to Americans to cherish their precious freedom; and

WHEREAS, Banned Books Week celebrates the freedom to choose, or the freedom to express, one's opinion even if that opinion might be considered unorthodox or unpopular and stresses the importance of ensuring the availability of those unorthodox or unpopular viewpoints to all who wish to read them.

NOW THEREFORE BE IT RESOLVED that, I, Tigard Mayor Heidi Lueb, proclaim

BANNED BOOKS WEEK
SEPTEMBER 22-28, 2024

in the City of Tigard. I encourage the free people of Tigard to read freely and visit Tigard Public Library to enjoy materials representative of all the people in our society.

Proclamation

City *of* Tigard

Dated this 24th day of September, 2024

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

Heidi Lueb, Mayor
City of Tigard

Attest:

Carol A. Krager, City Recorder

AIS-5636 **2. B.**

Business Meeting

Meeting Date: 09/24/2024

Length (in minutes): 10 Minutes

Agenda Title: PROCLAIM OCTOBER 1-31, 2024 AS DOMESTIC VIOLENCE AWARENESS MONTH

Presented By: Police Detective Rinell and Police Community Engagement Coordinator Bauer

Item Type: Proclamation

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Detective Rinell and Community Engagement Coordinator Bauer of the Tigard Police Department will give a staff report and request that October 1-31, 2024 be proclaimed as Domestic Violence Awareness Month.

ACTION REQUESTED

Teammates request that Mayor Lueb proclaim October as Domestic Violence Awareness Month.

BACKGROUND INFORMATION

October is national Domestic Violence Awareness Month. Domestic violence effects our community. Nationally, 1 in 3 women, 1 in 4 men and 1 in 2 non-binary people in the US have experienced some form of physical violence by an intimate partner. Approximately 1 in 15 children are exposed to domestic violence every year, and nearly 50% of child abuse victims in Washington County have witnessed domestic violence in their homes. By raising awareness of this problem in our home community, we can promote prevention and ensure those effected by domestic violence have access to the resources they need.

Dates of Previous and Potential Future Considerations

This will be the fifth time Domestic Violence Awareness Month has been proclaimed in Tigard.

Impacts

Community Support

ALTERNATIVES & RECOMMENDATION

N/A

ADDITIONAL RESOURCES

Domestic Violence Resource Center, Tigard Police Department Domestic Violence resource webpage

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Attachments

Proclamation

Proclamation

City *of* Tigard

Domestic Violence Awareness Month
October 1 – 31, 2024

WHEREAS, domestic violence is a serious crime that affects individuals and families in every community, regardless of age, gender, economic status, race or religion but often has a disproportionate effect on communities and groups impacted by inequity; and

WHEREAS, domestic violence includes physical, emotional, social, sexual, spiritual, financial, and digital abuse; and can occur between family members, intimate partners and within dating relationships; and

WHEREAS, survivors of domestic violence often endure in silence, afraid to speak out or seek help due to fear, shame, or the stigma attached to domestic abuse; and

WHEREAS, more than one in three women and one in four men in the United States report having experienced domestic violence, stalking, sexual assault or physical assault by an intimate partner during their lifetimes; and

WHEREAS, domestic violence impacts vulnerable populations including children, as approximately 50% of Washington County children who are child abuse victims also live in homes with domestic violence; and

WHEREAS, domestic violence incidents are some of the most complex and dangerous incidents that law enforcement respond to in our community, putting their lives at risk every day in the belief that a coordinated community response is necessary to support survivors, hold offenders accountable and work toward ending the cycle of violence; and

WHEREAS, raising awareness about domestic violence is essential to breaking the cycle of abuse, empowering survivors to seek support, and ensuring that they are met with compassion and resources; and

WHEREAS, it is vital to educate our community about the warning signs of domestic violence, the resources available for survivors, and the importance of creating a culture of zero tolerance for violence; and

WHEREAS, during Domestic Violence Awareness Month, we stand together as a community to support survivors, hold perpetrators accountable, and advocate for a future free from domestic violence; and

WHEREAS, we honor the work of the many organizations such as the Domestic Violence Resource Center, advocates, and volunteers who are dedicated to providing shelter, crisis hotlines, counseling, legal aid, and other critical services to survivors of domestic violence in the City of Tigard and Washington County; and

WHEREAS, by working together, we can increase awareness, promote prevention, and ensure that those affected by domestic violence have access to the resources they need to rebuild their lives;

NOW, THEREFORE, I, Heidi Lueb, Mayor of the City of Tigard, do hereby proclaim October 2024 as

Domestic Violence Awareness Month

Proclamation

City *of* Tigard

in Tigard, Oregon and I urge all community members to join in this observance by educating themselves about the realities of domestic violence, supporting survivors in their journey to safety and recovery, and committing to fostering a community where everyone can live free from fear and violence.

Dated this 24th day of September 2024

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

_____
Heidi Lueb, Mayor
City of Tigard

Attest:

_____
Carol A. Krager, City Recorder

AIS-5619	**5.**
Business Meeting	
Meeting Date:	09/24/2024
Length (in minutes):	20 Minutes
Agenda Title:	TCDA: Consideration of a Development Assistance Agreement
Authored By:	Sean Farrelly
Presented By:	Sean Farrelly
Item Type:	Motion Requested Resolution Town Center Development Agency
Public Hearing Legal Ad Required?:	No
Publication Date:	

Information

EXPLANATION OF ISSUE

The Board of the Town Center Development Agency will consider a resolution authorizing the Executive Director of the Town Center Development Agency to sign a Development Assistance agreement with Just Compassion of East Washington County. The agreement will set the terms for $200,000 in development assistance to complete the new Access Center on SW Hall Blvd, as recommended by the Town Center Advisory Commission.

ACTION REQUESTED

Teammates request the Board consider the resolution.

BACKGROUND INFORMATION

Background

Just Compassion is a non-profit organization providing services to houseless adults in Washington County. They are constructing a new Access Center on SW Hall Blvd, near Knoll Drive, that consists of an expanded Resource Center at 12280 SW Hall Blvd. in Tigard (South Building) and a new two-story building at 12260 SW Hall Blvd. (North Building).

The new center will provide 60 congregate shelter beds with wrap-around services for those experiencing houselessness. The expanded Resource Center will provide counseling and mental health support, medical triage services, hygiene services, employment training and support, a commercial kitchen, overnight shelter, and temporary housing for those working to secure permanent housing. There will be a new security system and additional lighting installed for safety. Services will be provided for adults at these sites, with referrals given to families and youth to access nearby Washington County services. During severe weather events, the buildings can be configured to accommodate 50 additional overnight guests.

The expected total project costs are $15.75 million: $12.4 million for the new building and $3.3 million for the expanded Resource Center. The North Building is currently under construction. The primary funding sources for the project are from Washington County ($10.5M) and the state-administered American Rescue Plan Act (ARPA) funds ($4M). Washington County will fund the program's ongoing operating expenses.

Redevelopment Assistance Request

Just Compassion initially requested $616,782 from the Town Center Development Agency's Redevelopment Assistance Program to meet a shortfall in their project budget. The city's development advisor reviewed the project's financial data and confirmed their project costs are higher than their project funding resources. The project shortfall can be attributed to costs related to required sidewalk and landscaping improvements on Hall Blvd. and Knoll Drive, as well as System Development Charges (SDCs). Unlike projects with agreements to provide affordable housing at 80 percent AMI or below for 20 years, this project is not exempt from Tigard's Parks and Tigard Transportation SDC's.

The goal of the Redevelopment Assistance program is to incentivize and support private investment that furthers equity goals and maximizes community benefits. The scoring criteria for Redevelopment Assistance were designed to be guidelines for staff and the Board. The project meets program guidelines to qualify as housing. While congregate shelter beds aren't usually thought of as "residential units", 60 guests will be able to dine, bathe, store personal belongings, and sleep in the building, as well as receive needed services.

Teammates recommended awarding Just Compassion $200,000, a reduction from their initial request. This is consistent with the budgeted $200,000 for Development Assistance in the FY24-25 City Center TIF fund. The grant would be used to pay a portion of the project's SDCs when they are due.

Public Involvement

Town Center Advisory Commission Recommendation

June 12, 2024

A representative from Just Compassion presented their project and grant request to the Town Center Advisory Commission. The TCAC deliberated and some members requested that Just Compassion spend additional time investigating alternative federal, state, regional, county, and private funding sources to meet their funding gap. The TCAC decided to postpone consideration until August.

August 14, 2024

Just Compassion reported that they investigated additional funding as requested but were unable to find available sources. Potential additional funds could be obtained through fundraising over the next few months.

The TCAC deliberated and considered recommending a higher funding level, but ultimately concurred with city teammates and recommended $200,000 of assistance. Two recognized opponents of the project spoke against the funding during the public comment portion of the TCAC meeting. The recommended funding supports the TCAC's Affordable Housing and Houselessness area of emphasis in their 2023-2024 Strategic Plan – specifically, the strategy to "Support funding needs and development assistance available for shelter, transitional and affordable housing."

Just Compassion gets their client referrals from Community Connect, Washington County's coordinated entry system. This system does not collect information about the city of origin from their clients, so there isn't data available to track the number of clients who previously lived or worked in Tigard.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)

City Council Goals 2023-2025 Goal: Reduce Houselessness

Tigard Strategic Plan 2020-2025

Strategic Priority 3: Ensure development and growth supports the vision.

Objective 3.3: Understand the effects of development on vulnerable Tigard residents and mitigate these impacts within projects and over time.

Tigard Comprehensive Plan
Housing Goal 10.1 Provide opportunities for a variety of housing types at a range of price levels to meet the diverse housing needs of current and future City residents.

Town Center Advisory Commission 2023-2024 Strategic Plan Area of Emphasis: Affordable Housing and Houselessness
Strategy: Support for physical facilities and additional shelter space and services for persons experiencing houselessness. Development of additional shelter space and affordable housing through a consciously-integrated programmatic response that includes the city, public and private entities, and local housing nonprofits working effectively in Tigard to address that deficiency.

ALTERNATIVES & RECOMMENDATION

Alternatives:The Board could direct teammates to renegotiate provisions in the agreement.
Recommendation: Agency teammates request the Board approve the resolution for the TCAC-recommended development assistance.

ADDITIONAL RESOURCES

N/A

Fiscal Impact

Cost:	$200,000
Budgeted (yes or no):	Yes
Where Budgeted (department/program):	TCDA

Additional Fiscal Notes:

There is $200,000 for Development Assistance budgeted in FY25 City Center TIF fund.

Attachments

TCDA Resolution
Exhibit A: Dev. Assistance Agreement
Just Compassion PPT

CITY OF TIGARD, OREGON
TOWN CENTER DEVELOPMENT AGENCY
RESOLUTION NO. 24-____

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE TOWN CENTER DEVELOPMENT AGENCY TO SIGN A DEVELOPMENT ASSISTANCE AGREEMENT WITH JUST COMPASSION FOR THE HALL BOULEVARD ACCESS CENTER

WHEREAS, the City Council 2023-2025 Goals includes a goal to "Reduce Houselessnes,"*and*

WHEREAS, the City of Tigard Strategic Plan 2020-2025 includes Objective 3.3 "Understand the effects of development on vulnerable Tigard residents and mitigate these impacts within projects and over time;" *and*

WHEREAS, the Town Center Development Agency budget for FY 2024-25 includes funding for Redevelopment Assistance to make grants to incentivize and support private investment that furthers equity goals and maximizes community benefits; *and*

WHEREAS, Just Compassion submitted an application for Redevelopment Assistance to construct a shelter in the City Center TIF District to serve people experiencing homelessness; *and*

WHEREAS, the application meets the criteria for Development Assistance funding; *and*

WHEREAS, the Town Center Advisory Commission has recommended approval of the assistance to the Board of the Town Center Development Agency; *and*

WHEREAS, the Development Assistance Agreement sets out the terms and conditions for the Agency to make a $200,000 grant to pay for certain System Development Chagres the project will incur.

NOW, THEREFORE, BE IT RESOLVED, by the Tigard Town Center Development Agency that:

SECTION 1: The Executive Director is authorized to execute the Agreement, in substantially the form attached as Exhibit A, subject to final legal review.

SECTION 2: The Executive Director may approve editing or similar changes to Exhibit A that do not materially alter the rights or responsibilities of the parties.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____, 2024.

_____

Chair – City of Tigard
Town Center Development Agency

ATTEST:

_____

Recorder – City of Tigard
Town Center Development Agency

EXHIBIT A

DEVELOPMENT ASSISTANCE AGREEMENT

THIS DEVELOPMENT ASSISTANCE AGREEMENT ("Agreement") is made this _____ day of _____ 2024 by and between the **Town Center Development Agency,** an ORS Chapter 457 urban renewal agency ("TCDA") and **Just Compassion of East Washington County**, an Oregon nonprofit public benefit corporation ("Just Compassion")**.** TCDA and Just Compassion may be referred to in this Agreement jointly as the "Parties" and individually as a "Party."

RECITALS

A. Just Compassion intends to develop property located at the intersection of SW Hall Boulevard and SW Knoll Drive in the City Center area ("Property") with an Access Center serving houseless individuals.

B. TCDA has determined that the Project furthers many of its goals for the City Center area because it provides shelter for houseless individuals and provides equitable economic opportunities.

C. TCDA has identified funds it will make available to developments like the Project and Just Compassion qualifies for the receipt of such funds.

D. The Parties desire to enter into the Agreement for TCDA to provide development assistance to Just Compassion for the development of the Project and, specifically, to assist Just Compassion with the payment of the City of Tigard's system development charges applicable to the Project.

E. The completion of the Project according to the terms of this Agreement is a material inducement to TCDA to enter into this Agreement.

NOW, THEREFORE, in consideration of the public benefits to be created by the development of the Project and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

Certificate of Occupancy means the Certificate of Occupancy issued for the Project by the City of Tigard Community Development Department.

City means the City of Tigard, a municipal corporation of the State of Oregon.

OHCS means the State of Oregon acting by and through its Housing and Community Services Department.

URA means the City Center Urban Renewal Area.

2. JUST COMPASSION PROJECT DEVELOPMENT

2.1 Subject to events and circumstances outside of Just Compassion's reasonable control, Just Compassion will use commercially reasonable efforts to begin and to complete development of the no later than December 31, 2025.

2.2 This Agreement is not intended to be a contract providing for construction of the Project by TCDA either directly or through a contractor and Just Compassion is not developing the Project for or on behalf of TCDA or the City. Just Compassion is solely responsible for selecting a construction contractor for the Project. The rights and responsibilities of Just Compassion, the general construction contractor and any subcontractors, will be provided for in separate contracts to which TCDA is not a party.

3. TCDA FINANCIAL ASSISTANCE

3.1 TCDA will pay to Just Compassion up to $200,000.00, to cover the actual cost of the City of Tigard system development charges ("SDCs") applicable to the Project. For administrative convenience, TCDA shall make the payment directly to the City. Payment will be made when the SDCs are due and payable, as provided in Tigard Municipal Code 3.24. Notwithstanding the foregoing, the payment made to the City will be considered financial assistance to Just Compassion for the benefit of the Project. Just Compassion will use such financial assistance for the payment of the SDC fees.

3.2 In the event the City's SDCs applicable to the Project are less than $200,000, TCDA will pay to the City only the amount of the SDCs applicable to the Project and TCDA will have no further financial obligations under this Agreement.

3.3 As a condition to payment, Just Compassion will provide TCDA with evidence that the project has obtained a certificate of occupancy.

3.4 Subject to Section 2.1 above, this Agreement expires on December 31, 2025, after which time TCDA has no financial obligation to Just Compassion unless the Parties extend the term of this Agreement in writing.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF REACH

To induce TCDA to enter into this Agreement, Just Compassion represents, warrants, and covenants as follows:

4.1 **Existence.** Just Compassion is a nonprofit public benefit corporation, duly organized and validly existing under the laws of the State of Oregon. Just Compassion will keep in force all licenses and permits necessary to the proper conduct of its ownership and operation of the Project.

4.2 **Compliance with Laws.** Just Compassion will comply with, or cause the Project to comply with, all laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality applicable to Just Compassion, the Project, or the operation thereof, including (a) all applicable health and safety, environmental, and zoning laws, (b) all federal and state tax laws, and (c) all restrictions on the use, occupancy or operation of the Project.

4.3 **Authority**. Just Compassion has full power and authority to conduct all of the activities that are now conducted by it or proposed to be conducted by it in connection with the Project and as contemplated by this Agreement, and to execute, deliver, and perform all obligations under this Agreement; and the person executing this Agreement on behalf of Just Compassion has the legal power, right and actual authority to bind Just Compassion to the terms and conditions of this Agreement.

4.4 **Title.** Just Compassion owns and holds (or will own and hold) good and marketable fee simple title to the Property.

4.5 **Development Issues**. Just Compassion is aware of no identifiable issue(s) that would preclude development of the Project or Just Compassion's ability to obtain sufficient financing for the construction or permanent ownership of the Project.

4.6 **Binding Agreement.** This Agreement and all documents required to be executed by Just Compassion are and will be valid, legally binding obligations of and enforceable against Just Compassion in accordance with their terms.

4.7 **No Conflict with Other Agreements**. Neither the execution and delivery of this Agreement and documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Just Compassion is a party.

4.8 **Indemnity.** Just Compassion will indemnify and hold TCDA, its directors, officers, employees and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and title costs and expenses) which any of them may suffer or incur in connection with (a) the inaccuracy of any of the representations and warranties made herein, (b) any transaction contemplated by this, and (c) the construction or operation of the Project, except to the extent such liabilities, claims, losses, damages, or expenses arise solely from the gross negligence or willful misconduct of TCDA.

4.9 **Additional Acts.** From time to time, Just Compassion will execute and deliver all such instruments, provide such additional information, and perform all such other acts as TCDA may reasonably request to carry out the transactions contemplated by this Agreement.

4.10 **Environmental Indemnity.** Just Compassion will hold TCDA and its directors, officers, employees, agents, successors, and assigns harmless from, will indemnify them for, and will defend them against any and all losses, damages, liens, costs, expenses, and liabilities directly or indirectly arising out of or attributable to any violation of any Environmental Law or the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or

presence of a Hazardous Substance on, under, or about the land, including without limitation the costs of any required repair, cleanup, containment, or detoxification of the land, the preparation and implementation of any closure, remedial, or other required plans, attorney fees and costs (including but not limited to those incurred in any proceeding and in any review or appeal), fees, penalties, and fines.

4.10.1 For purposes of this section, "Environmental Law" means any federal, state, or local law, statute, ordinance, or regulation pertaining to Hazardous Substances (as defined below), health, industrial hygiene, or environmental conditions, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended (42 USC §§ 9601–9675), and the Resource Conservation and Recovery Act of 1976 (RCRA), as amended (42 USC §§ 6901–6992k).

4.10.2 For purposes of this section, "Hazardous Substance" includes without limitation any material, substance, or waste that is or becomes regulated or that is or becomes classified as hazardous, dangerous, or toxic under any federal, state, or local statute, ordinance, rule, regulation, or law.

5. EVENTS OF DEFAULT

The occurrence of any one or more of the following will be an event of default ("Event of Default") under this Agreement:

5.1 **Failure to Disclose Material Facts.** Just Compassion deliberately fails to disclose any fact material to TCDA's provision of financial assistance, or upon discovery by TCDA of any misrepresentation by, or on behalf of, or for the benefit Just Compassion.

5.2 **Non-Compliance with Governmental Regulations**. Just Compassion fails to show evidence of full or substantial compliance with any lawful, material requirement of any governmental authority having jurisdiction over the Project or the Property within thirty days after notice in writing of such requirement is given to Just Compassion by TCDA or, if such compliance cannot be completed within such thirty (30)-day period through the exercise of reasonable diligence, the failure by Just Compassion to commence the required compliance within such thirty (30)-day period and thereafter to continue such compliance with diligence to completion.

5.3 **Other Material Breach.** Just Compassion otherwise materially breaches any term, covenant, condition, provision, representation, or warranty of under this Agreement and fails to cure such breach within thirty (30) days after notice in writing of such breach is given to Just Compassion by TCDA or, if such breach cannot be cured within such thirty (30)-day period through the exercise of reasonable diligence, the failure by Just Compassion to commence the required cure within such thirty (30)-day period and thereafter to continue such cure with diligence to completion.

6. DISPUTE RESOLUTION AND REMEDIES

If a dispute arises under this Agreement, including an Event of Default, the Party claiming the existence of a dispute or Event of Default will provide written notification of the dispute or Event of Default to the other Party. A meeting will be held promptly between the Parties, attended by representatives of the Parties with decision making authority regarding the dispute or Event of Default to attempt in good faith to negotiate a resolution of the dispute or Event of Default. If the Parties are not successful in resolving a dispute or Event of Default within twenty-one (21) days, the Parties may pursue relief in a court of competent jurisdiction. Venue will be in the Washington County Circuit Court.

7. ASSIGNMENT AND TRANSFER PROVISIONS

7.1 **Restrictions on Assignments.** Except as provided in this Section 7, Just Compassion may not partially or wholly transfer Just Compassion's interest in this Agreement without the prior written approval of the TCDA, which may be withheld in TCDA's reasonable discretion.

7.2 **Approved Transfers**. Notwithstanding Section 7.1 above, and provided that Just Compassion provides TCDA with copies of all agreements related to the transfer, TCDA hereby consents to:

7.2.1 An assignment of Just Compassion's rights under this Agreement to any entity in which Just Compassion or an affiliate thereof owns a direct or indirect interest.

7.2.2 The collateral assignment of rights under this Agreement to any mortgagee. For purposes of this Section 7.2.2, "Mortgagee" means the holder of any mortgage, deed of trust, or instrument securing debt or equity obtained to finance the construction of the Project, together with any successor or assignee of such holder. TCDA will cooperate with Just Compassion and enter into commercially reasonable amendments to this Agreement if and as required by any lender, equity provider or financier providing equity or debt to the Project.

8. MISCELLANEOUS

8.1 **Counterparts.** This Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto constitutes a full and original instrument, but all of which together constitutes one and the same instrument.

8.2 **Notice**. Any notice required or permitted under this Agreement will be in writing and deemed effective; (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by facsimile answer back or receipt confirmed), addressed to the parties as follows:

If to Just Compassion:

Just Compassion of East Washington County
12280 SW Hall Blvd.
Tigard, OR 97223

If to TCDA:

Town Center Development Agency of the City of Tigard
13125 SW Hall Blvd
Tigard, Oregon 97223

with a copy to:

City Attorney
City of Tigard
13125 SW Hall Blvd
Tigard, Oregon 97223

8.3 **Successors and Assigns.** This Agreement is binding upon and will inure to the benefit of the Parties and their respective permitted successors and assigns.

8.4 **Governing Law.** This Agreement is governed by and construed under Oregon law.

8.5 **Modification; Prior Agreements; Headings.** This Agreement may not be modified or amended except by an instrument in writing signed by the Parties. This Agreement reflects and sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter. The headings in this Agreement are for the purpose of reference only and will not limit or otherwise affect any of the terms hereof.

8.6 **Validity; Severability.** If any provision of this Agreement is held to be invalid, such event will not affect, in any respect whatsoever, the validity of the remainder of this Agreement, and the remainder will be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

8.7 **Time of Essence.** Time is of the essence of this Agreement.

8.8 **Waivers**. No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to its benefit under this Agreement will be of any force or effect unless in writing, be construed to be a continuing waiver, and be considered a waiver of any other rights of the Party making the waiver

8.9 **No Partnership**. Nothing contained in this Agreement or any acts of the Parties hereby will be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the Parties other than that of independent contracting parties.

8.10 **Non-Waiver of Government Rights**. Subject to the terms and conditions of this Agreement, by making this Agreement, TCDA is specifically not obligating itself, the City, or any other agency with respect to any discretionary action relating to development or construction of the Project, including, but not limited to, permits or any other governmental approvals which are or may be required, except as expressly set forth herein

8.11 **No Third-Party Beneficiary Rights**. No person other than a Party is an intended beneficiary of this Agreement, and no person other than a Party has any right to enforce any term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Executed in multiple counterparts as of the day and year above written.

TOWN CENTER DEVELOPMENT AGENCY,
an ORS 457 Urban Renewal Agency,

By: Steve Rymer, Executive Director of the Town Center Development Agency of the City of Tigard

Signed: _____

APPROVED AS TO FORM:

By: _____

Shelby Rihala, City Attorney

Just Compassion of East Washington County

By:

Signed: _____

JUST COMPASSION

BE SEEN. BE HEARD. BE KNOWN

CAMPUS

- 60 person congregate shelter
- Severe Weather Shelter
- Guest services rooms
- Commercial kitchen
- Guest activities (gardening, art class, walking group)

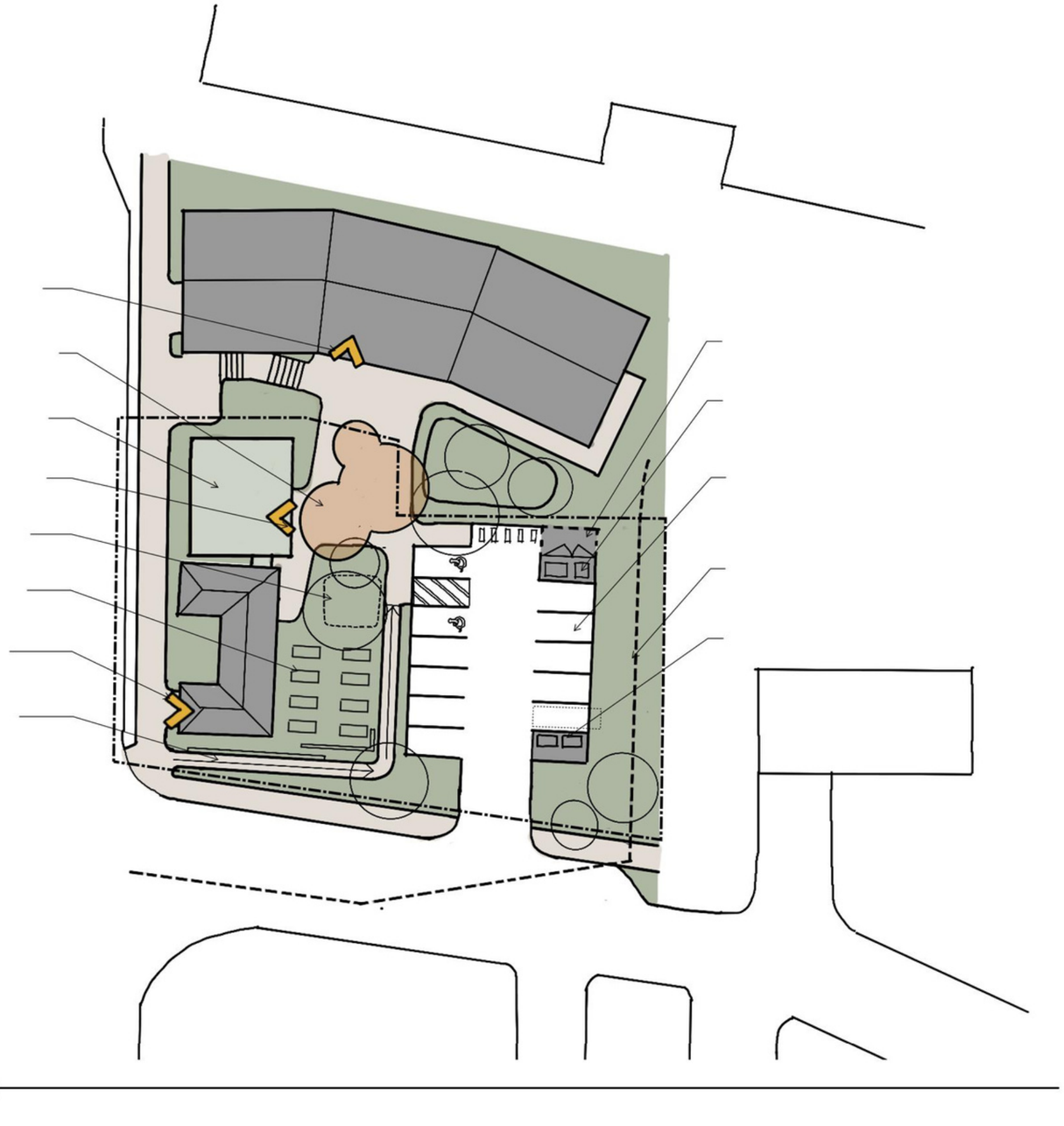
GROWTH

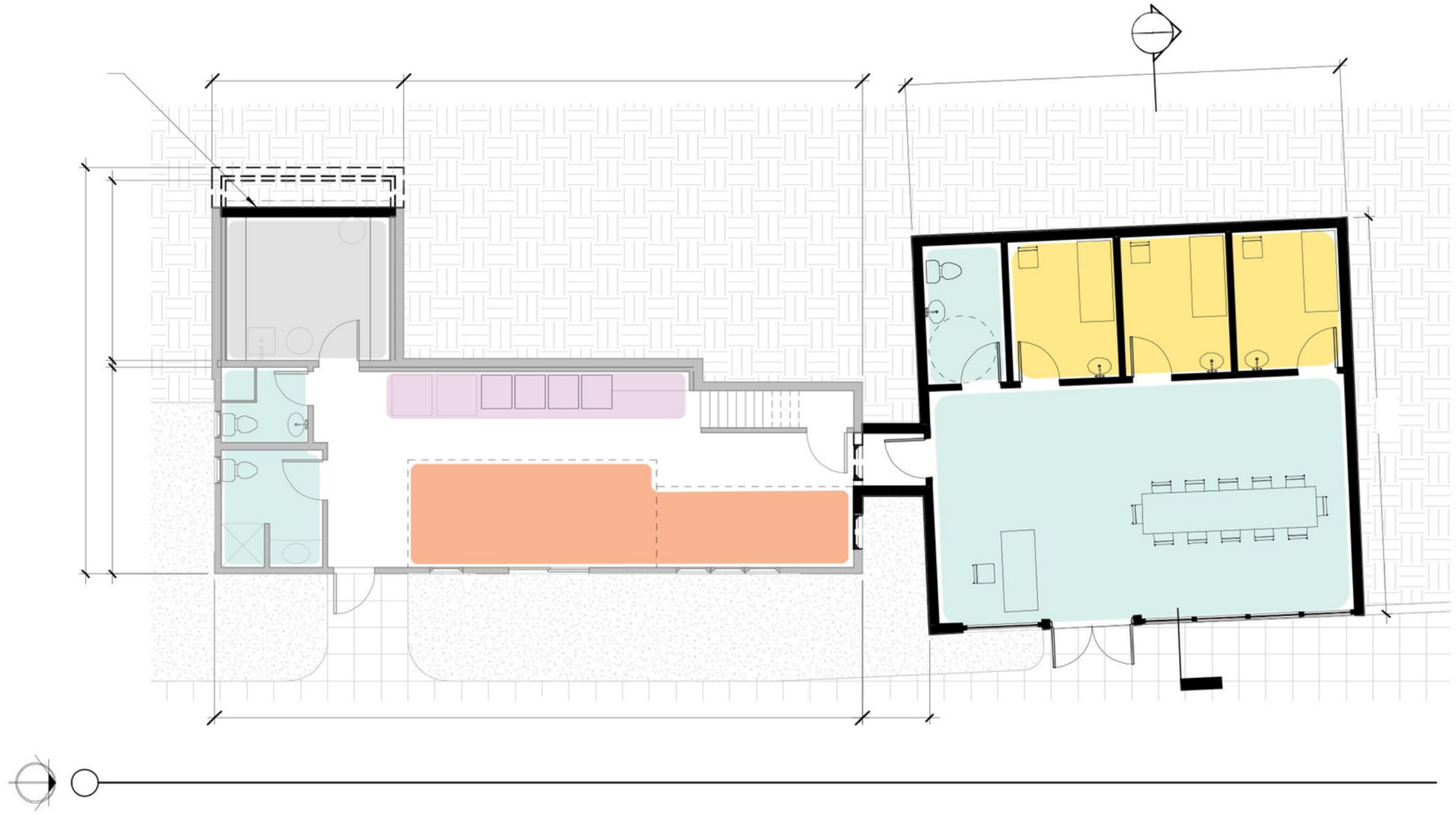
- Team expansion
- Good neighbor agreement
- New building + Campus


MANDATORY PERSONAL PROTECTIVE EQUIPMENT
NO TRESPASSING
ALL VISITORS MUST REPORT TO MAIN OFFICE
ZERO TOLERANCE
NO SMOKING
INCLUDING E-CIGARETTES
WALSH CONSTRUCTION CO.
BUILDING COMMUNITIES. EMPOWERING PEOPLE.
PODS
JLG
Please
DO NOT LOCK THE DRIVEWAY
Thank You!
WALSH CONSTRUCTION CO



Just Compassion
East Washington County
Be Seen. Be Heard. Be Known.





Just Compassion
East Staffordshire Country
Be Seen. Be Heard. Be Known.



Just Compassion
East Nashville Ministry
Be Seen. Be Heard. Be Known.



Just Compassion
East Washington County
Be Seen. Be Heard. Be Known.



Just Compassion
East Nashville Ministry
Be Seen. Be Heard. Be Known.

Just Compassion Campus Budget

Washington County - $10.5 Million

ARPA - $4 Million

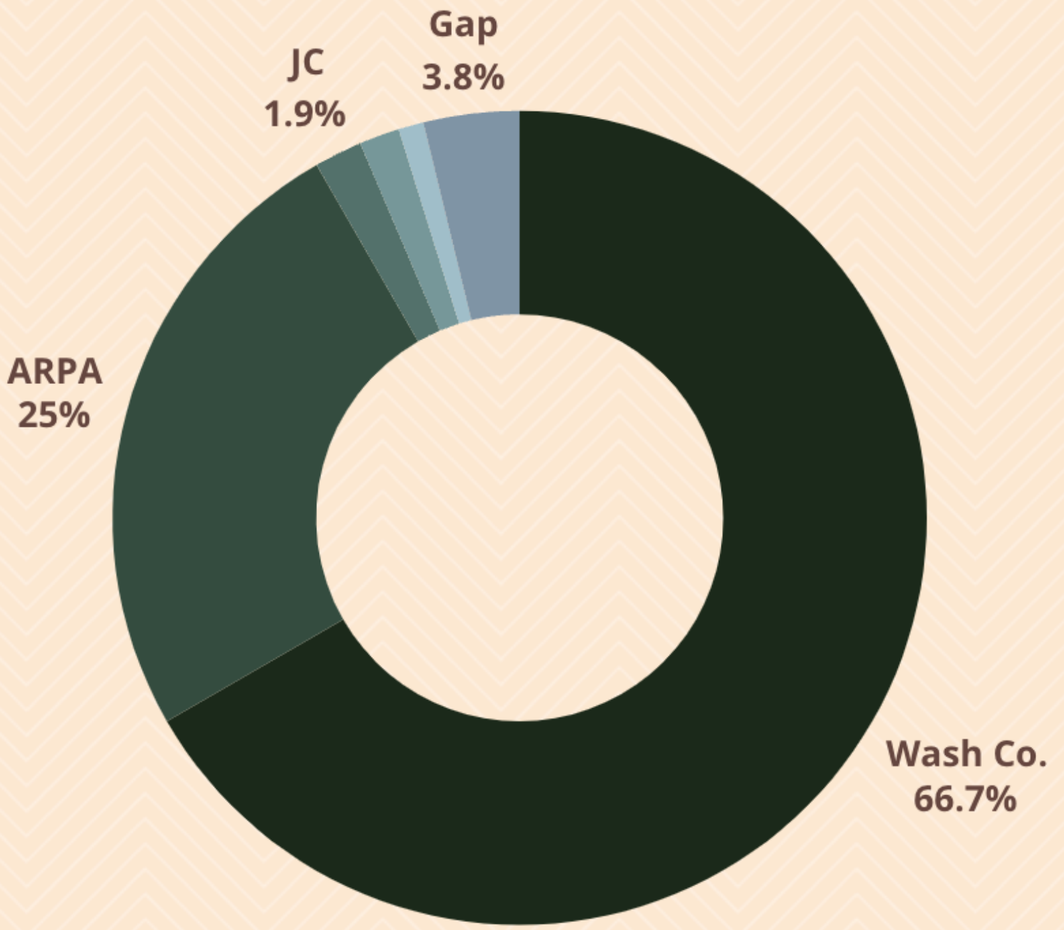
Just Compassion - $300K

Care Oregon - $250K

Oregon Community Foundation - $110K

Gap ~ 596K

Total - 15.756 Million




JUST
COMPASSION
BE SEEN. BE HEARD. BE KNOWN

AIS-5629 **6.**

Business Meeting

Meeting Date: 09/24/2024

Length (in minutes): 20 Minutes

Agenda Title: Community Organization Update

Authored By: Lindsay Bartholomew

Presented By: Kim Marshall and Mellani Calvin

Item Type: Update, Discussion, Direct Staff

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

Community organizations serving the Tigard area are invited to give presentations before Council and share their program offerings and a brief overview of what they provide for the community. This month we are featuring:Project Homeless Connect Washington County and ASSIST (Assertive SSI Service Team).

ACTION REQUESTED

This is an update only. No action is requested.

BACKGROUND INFORMATION

Project Homeless Connect Washington County - Presenter: Kim Marshall

The City of Tigard awarded this organization $3,800 towards their "One Day Event." The event offers multifaceted benefits to Tigard residents and businesses, spanning economic, artistic, and cultural realms. Economically, by providing free services such as dental care, vision screenings, and employment connections, the event can alleviate financial burdens for residents, potentially stimulating local spending and bolstering economic activity within the community. Additionally, bilingual staff and volunteers will be present onsite to provide language accessibility, ensuring that all attendees can fully engage with and benefit from the services and resources offered at the event. This approach fosters an environment of respect, understanding, and inclusivity, where individuals from various cultural backgrounds feel valued and supported on their paths towards stability and self-reliance.

ASSIST (Assertive SSI Service Team) Presenter: Mellani Calvin

The City of Tigard awarded this organization $6,000 for Social Services. This organization interrupts the downward spiral often experienced by people who become disabled as adults. They help severely disabled, low-income individuals gain access to monthly Social Security disability benefits. Securing this regular income improves health as people become eligible for housing programs, can afford nutritious food, and have the stability that allows them to regularly access healthcare.

ALTERNATIVES & RECOMMENDATION

N/A

ADDITIONAL RESOURCES

N/A

Attachments

No file(s) attached.

AIS-5616	**7.**
Business Meeting	
Meeting Date:	09/24/2024
Length (in minutes):	30 Minutes
Agenda Title:	IGA with Washington County for Community Connector Shuttle Stop Enhancements
Authored By:	Courtney Furman
Presented By:	Principal Engineer Courtney Furman, Reza Farhoodi, Washington County Sr. Planner & John Whitman, Planning Supervisor at Ride Connection
Item Type:	Motion Requested Update, Discussion, Direct Staff
Public Hearing Legal Ad Required?:	No
Publication Date:	

Information

EXPLANATION OF ISSUE

An IGA with Washington County is required for the Community Connector Shuttle Stop Enhancements Project to establish maintenance responsibilities between the two agencies. This project is being led and delivered by Washington County in partnership with Ride Connection. Ride Connection is a private non-profit organization whose mission is to provide accessible, responsive, transportation alternatives.

The new King City to Tualatin Community Connector will provide a shuttle service between King City and the Tualatin WES station along Durham Road, with improved access to Tigard High School and Summerfield. The project will include new signage for stops on Durham Road at Summerfield Drive, 108th Avenue, 98th Avenue, Tigard High School (88th Avenue), 8300 Block Durham Road, 79th Avenue, and Upper Boones Ferry Road. The project also includes a new landing pad at Tigard High School (eastbound). Implementing these stop improvements will help increase accessibility and overall community awareness of the new service.

ACTION REQUESTED

Approval of the IGA with Washington County in support of the project.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

In 2023, Washington County was awarded a Statewide Transportation Improvement Fund (STIF) Discretionary Grant in partnership with Ride Connection from the Oregon Department of Transportation (ODOT) to make improvements to community connector shuttle stops in Washington County.

Public Involvement

Ride Connection has conducted public outreach for the King City-Tualatin shuttle service. Additionally, public outreach was done as part of Washington County's Transit Development Plan, including working with the Tigard-Tualatin Youth Advisory Council members for the Countywide Transit Study. The new service responds to feedback which indicated a need for better access to the high school.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)
The King City to Tualatin Community Connector shuttle supports the city's adopted Strategic Plan priorities related to walkability and equity. Further, the project will support the adopted 2023-2025 Tigard City Council Goal to "Enhance Community Safety & Accessibility."

ALTERNATIVES & RECOMMENDATION

Approval of the IGA with Washington County is recommended. If the IGA is not approved, then the project will not be able to make improvements within Tigard.

ADDITIONAL RESOURCES

None

Attachments

IGA

Presentation

INTERGOVERMENTAL AGREEMENT (IGA)
Between
WASHINGTON COUNTY and CITY OF TIGARD

This Agreement (IGA) is hereby made and entered into by and between Washington County, a political subdivision of the State of Oregon, hereinafter referred to as the COUNTY, acting by and through its elected officials, and the City of Tigard, a municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY."

RECITALS

1. Oregon Revised Statutes (ORS) Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.
2. ORS 184.751 establishes the Statewide Transportation Improvement Fund ("STIF Discretionary Fund"), which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.

3. The STIF Discretionary Fund is intended to improve public transportation services for current and potential future Oregon transit users by distributing moneys to transit providers. STIF Discretionary Funds are not intended to supplant local funding sources currently directed to public transportation service providers.

4. COUNTY is authorized to receive STIF Discretionary Funds and provide public transportation services in and around Washington County, Oregon.

5. Ride Connection, a private non-profit organization whose mission is to provide accessible, responsive, transportation alternatives, contracts with Washington County to provide community connector service within the TriMet service boundary, as well as service in the rural area outside the TriMet service boundary.

6. GroveLink, a community connector service in Forest Grove, is operated by Ride Connection.

7. Cornelius Link, a community connector service in Forest Grove and Cornelius, is operated by Ride Connection.

8. Tualatin Shuttle, a community connector service in Tualatin, Tigard and King City, is operated by Ride Connection.

9. North Hillsboro Link, a community connector service in Hillsboro, is operated by Ride Connection.

10. westLink, a community connector service in rural Washington County, connecting Forest Grove, Banks, North Plains and Hillsboro is operated by Ride Connection.

11. The COUNTY, in 2023, was awarded a STIF Discretionary Grant in partnership with Ride Connection to make improvements to community connector shuttle stops in Washington County.

12. The COUNTY seeks to install community connector shuttle stop improvements, as described in Attachment A (hereinafter referred to as the Project), within the CITY.

13. COUNTY and CITY desire to cooperate and enter into this Agreement to allocate responsibilities for funding, construction, operation and maintenance of Project as described below.

AGREEMENT

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals and in consideration of the terms, conditions and covenants set forth below, the parties hereto agree as follows:

1. COUNTY OBLIGATIONS

1.1. COUNTY shall perform, or cause to be performed, all actions necessary to design and construct the Project described in Attachment A. COUNTY shall be responsible to correct any defects, not caused by CITY's maintenance, that appear in the Project within a period of one year from the date of Project completion.

1.2. COUNTY shall design and construct the Project entirely within CITY right-of-way.

1.3. COUNTY shall be responsible for all costs associated with the design construction and inspection of the Project.

1.4. COUNTY shall, upon completion of the Project, as approved by the CITY upon inspection, transfer ownership of the capital assets associated with the Project to the CITY in accordance with OAR 732-044-0050.

1.5. The signs installed as part of the Project shall not be considered capital assets nor transferred to the CITY but shall remain the property of the

County. The County shall be responsible for maintenance, repair and replacement of the signs, including all related sign infrastructure, as required or as determined necessary by the County.

1.6. COUNTY shall comply with all statutory requirements and the requirements of the STIF Discretionary grant agreement as outlined in the IGA entered into by and between COUNTY and Oregon Department of Transportation (#35614) (the "ODOT IGA"), attached hereto and by this referenced is fully incorporated herein as Attachment B.

2. CITY OBLIGATIONS

2.1. CITY shall allow COUNTY and COUNTY's agents and contractors to enter and occupy the CITY right-of-way for the purpose of taking all actions necessary to complete the design and construction of the Project.

2.2. CITY shall upon completion of the Project, as approved by the CITY upon inspection and except for as provided in Section 1.4, assume ownership of the capital assets associated with the Project.

2.3. CITY shall adhere to the stipulated conditions included in the STIF Discretionary grant agreement as outlined in the ODOT IGA, in Attachment B.

2.4. CITY shall ensure the capital assets transferred to the CITY and associated with the Project are available to be used for the provision of public transportation services for the useful life of the capital assets, which shall be 10-years.

2.5. CITY shall ensure the capital assets transferred to the CITY and associated with the Project are maintained in a state of good repair, free of defects, except as provided in Section 1.1, and graffiti, such that the stop and surrounding area is in usable, safe operating condition. County shall be responsible for any damage or performance/workmanship defects that occur during construction as provided in Section 1.1

2.6. CITY shall provide a written report annually to COUNTY by June 30 documenting the condition of capital assets transferred to the CITY during the term of this agreement, as provided in Attachment C.

2.7. CITY shall perform, or cause to be performed, all actions necessary to repair or replace capital assets transferred to the CITY and associated with the Project as needed in accordance with Section 2.5 above.

3. TERM OF AGREEMENT

The term of this agreement shall begin upon the date of execution and shall be for a period of 10-years after completion of the Project or June 30, 2036, which ever is earlier, unless earlier terminated or extended as provided herein.

3.1 No later then one hundred eighty (180) days prior to the natural expiration of this agreement, either Party may give notice to the other Party of the notifying Party's desire to extend or terminate the agreement.

3.2 Within thirty (30) days of receipt of notice to extend or terminate, the Party receiving notice shall provide the other party of its intent to agree or object to an extension or termination.

3.3 If the Parties agree to extend the term, the new term shall commence on the day following the date of expiration of the proceeding term and the new term shall be subject to all the terms and conditions of this Agreement unless otherwise agreed to in writing as provided by Section 4.4. The Parties shall execute an amendment setting forth the new term and any other provisions, if any.

3.4 If the Parties agree to not extend the term or terminate this agreement, this agreement shall terminate as provided in this Section 3. In the event of termination, the Parties agree in good faith to undertake all actions necessary to wind up this agreement.

3.5 This Agreement will automatically terminate upon termination of the ODOT IGA in Attachment B. This Agreement may otherwise be terminated by the Parties upon mutual agreement or upon material breach by the other Party after notice and a 60-day opportunity to cure. Notwithstanding the foregoing, if the event causing default cannot be cured within the 60-day period, then the defaulting party shall not be in default if it commences good faith efforts to cure within the 60-day period, demonstrates continuous efforts to cure the event of default satisfactory to both parties, and, within a reasonable period not to exceed one hundred eighty (180) days after the event of default, completes the cure of such event.

4. GENERAL TERMS AND CONDITIONS

4.1. LAWS OF OREGON

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All relevant provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

4.2. DEFAULT

Time is of the essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

4.3. INDEMNIFICATION

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party, and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this agreement.

4.4. MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties.

4.5. DISPUTE RESOLUTION

The parties shall attempt to informally resolve any dispute concerning any party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

4.6. REMEDIES

Subject to the provisions in Section 4.5, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

4.7. EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of GOD, governmental restrictions imposed on or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused. The Party seeking non-performance under this section shall provide notice to the other party as soon as practicable.

4.8. SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

4.9. INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

4.10. ADDITIONAL TERMS AND CONDITIONS

COUNTY's use of STIF Discretionary Funds is subject to the ODOT IGA, a copy of which has been made available to the Parties prior to execution of this Agreement and is attached as Attachment B. In the event that the ODOT IGA is amended in a manner that materially changes a Party's obligations under this Agreement, the Parties agree to negotiate, in good faith, to amend this Agreement to address such changes. If the Parties are unable to agree to amendment to this Agreement, then any Party may terminate pursuant to the provisions set forth in Section 3 of this Agreement.

4.11. COMMUNICATIONS

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below. Communications required under this Agreement or otherwise substantively impacting the Project or this Agreement shall be made in writing.

Washington County:	City of Tigard
Dyami Valentine	Courtney Furman
Washington County	City of Tigard
155 N. First Avenue MS13	13125 SW Hall Boulevard
Hillsboro, OR 97124	Tigard, OR 97223
503-846-3821	503-718-2442
Dyami_valentine@washingtoncountyor.gov	Courtney.furman@tigard-or.gov

[SIGNATURES ON FOLLOWING PAGE]

DATED this _____ day of _____, 2024.

CITY OF TIGARD, OREGON

_____
Steve Rymer, City Manager

ATTEST:

_____

APPROVED AS TO FORM:

_____

WASHINGTON COUNTY, OREGON

_____
Dani Ledezma, Assistant County Administrator

_____
RECORDING SECRETARY

APPROVED AS TO FORM:

_____
COUNTY COUNSEL

ATTACHMENT A

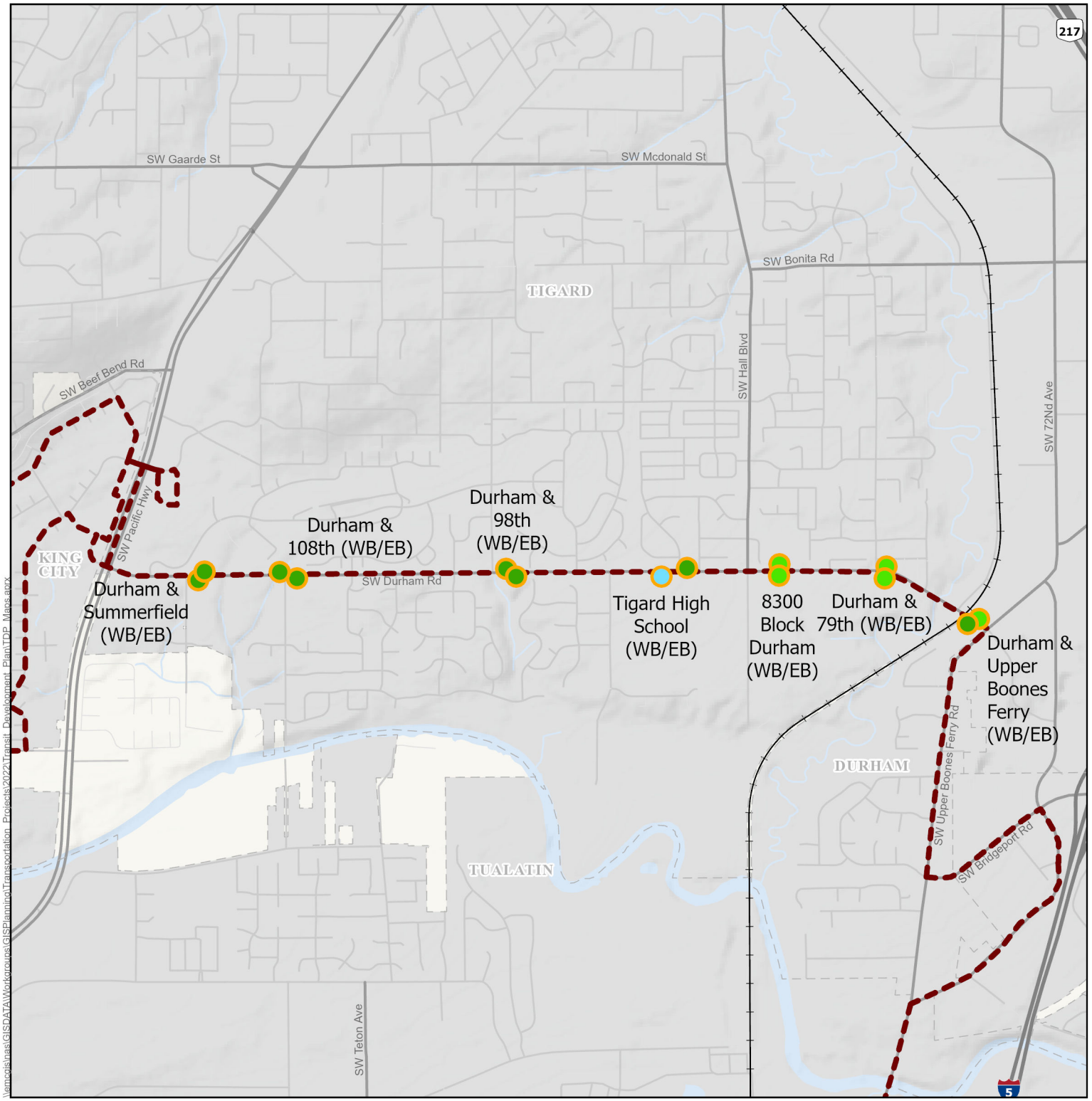
MAP OF PROPOSED STOP ENHANCEMENT PROJECTS WITHIN CITY OF TIGARD AS OF AUGUST 2024

Washington County
Long Range Planning

Washington County Transit Development Plan

Tigard Community Connector Stop Enhancements

- Signage and Landing Pad Improvements (New Stop)
- Signage Improvements (New Stop)
- Signage Improvements (New Service at Existing TriMet Stop)
- Planned Community Connector Shuttle Service
- City Boundary
- County Boundary



N

1:21,208

0 620 1240 1860 2480 Feet

Data Sources: Washington County, Metro, ODOT, TriMet

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Care was taken in the mapping but there are no warranties for this product. However, notification of any errors will be appreciated.

Department of Land Use & Transportation
Planning and Development Services Division

Printed: 8/12/2024

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ATTACHMENT B

EXECUTED AGREEMENT #35614 BETWEEN WASHINGTON COUNTY AND OREGON DEPARTMENT OF TRANSPORTATION

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PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Washington County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2023** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, grant funds under this Agreement shall be available for project costs incurred on or before **June 30, 2025** (the "Expiration Date"). No grant funds are available for any expenditures after the Expiration Date. State's obligation to disburse grant funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

   Exhibit A: Project Description and Budget

   Exhibit B: Financial Information

   Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

   In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.
3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **$216,908.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** . Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at https://www.oregon.gov/odot/RPTD/Pages/index.aspx. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
   a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

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described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Recipient is in compliance with the terms of this Agreement.

iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.

v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.

ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement(1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No

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member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.

c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.

d. **Audit Requirements.**

i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

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This section 8 shall survive any expiration or termination of this Agreement.

9. **Recipient Subagreements and Procurements**

a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.

iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.

iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. **Subagreement indemnity; insurance.**

i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**

ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.

c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:

i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

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including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than $100,000 must be approved by State prior to solicitation.

ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

d. **STIF Procurements**

Pursuant to Oregon Administrative Rule (OAR) 732-044-0050(6)
Recipient shall:

i. Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.

ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.

iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.

iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.

v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.

vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Public Transportation Division listed as a security interest holder, subject to the following additional requirements:

a. If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.

b. If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.

e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. **Termination**

a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:

i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the

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Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or

ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

iv. The Project would not produce results commensurate with the further expenditure of funds; or

v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.

b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or

ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. **General Provisions**

a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement

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actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.

d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.i. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND

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WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

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Washington County, by and through its

DocuSigned by:
Rachael Fuller
2900A429AAF1462...

By Assistant County Administrator
(Legally designated representative)

Name Rachael Fuller
(printed)

Date 8/24/2023 | 09:46 PDT

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

State of Oregon, by and through its Department of Transportation

By Marsha A. Hoskins
Karyn Criswell
Public Transportation Division Administrator

Date 09/05/2023

APPROVAL RECOMMENDED

By Valerie Egon

Date 06/16/2023

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over $150,000)

By _____
Assistant Attorney General

Name Sam Zeigler by email
(printed)

Date 02/01/2023

Recipient Contact:
Ray Nielsen
155 N First Avenue
Hillsboro, OR 97124
1 (503) 846-8128
ray_nielsen@co.washington.or.us

State Contact:
Valerie Egon
555 13th Street NE
Salem, OR 97301-4179
1 (971) 301-0909
Valerie.Egon@odot.oregon.gov

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

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EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: STIF Disc Washington County 35614 *Community Connector Shuttle Stop Enhancement Project Administration and Planning*				
P-23-3741-01 Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	$119,135.00	$95,308.00	$23,827.00	Local
P-23-3741-02 Item #1: General Development/Comprehensive Planning				
	Total	Grant Amount	Local Match	Match Type(s)
	$24,000.00	$19,200.00	$4,800.00	Local
Sub Total	$143,135.00	$114,508.00	$28,627.00	
Project Title: STIF Disc Washington County 35614 *Community Connector Shuttle Stop Bus Passenger Shelters*				
P-23-3801-01 Item #1: Passenger Shelters				
	Total	Grant Amount	Local Match	Match Type(s)
	$128,000.00	$102,400.00	$25,600.00	Local
Sub Total	$128,000.00	$102,400.00	$25,600.00	
Grand Total	**$271,135.00**	**$216,908.00**	**$54,227.00**	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds a partnership between Washington County, Oregon and Ride Connection, Inc. to implement stop improvements at locations across the countywide community connector shuttle system, including locations served by the WestLink, GroveLink, North Hillsboro, and Tualatin community connector shuttles.

Signs, Shelters, and Amenities
This task provides funding to upgrade, purchase, install, design, and/or construct up to eight shelters with benches, signage and solar powered lighting. This task includes the purchase

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of up to 500 square feet of additional right-of-way, 500 square feet of concrete landing pad and base work, ADA treatments, Architecture and Engineering, Surveying and Permitting, mobilization, traffic control, erosion control and construction contingency. The resulting projects and infrastructure shall comply with ADA accessibility requirements to support the public transportation needs of the general public and seniors and individuals with disabilities.

Eligible expenses are: associated services, permits, permissions, equipment, and infrastructure needed to put the passenger shelter(s), landing pads, route sign(s), solar-powered lighting, and related infrastructure into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, design, engineering, planning, and preparation services and permits, clearly needed to proceed with the project.

A National Environmental Policy Act environmental assessment may be required for this project, depending on fund source and complexity.

If this project is matched with federal resources, a Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet must be submitted to State, and must be approved by the Federal Transit Administration for all federally-funded projects, prior to any ground disturbance. This award is contingent on approval of the worksheet. Any project expenses incurred will not be reimbursed if the project's required worksheet is not approved.

If this project is matched by nonfederal sources, a Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet may be submitted to State to establish a historical benchmark. State-funded shelters, signs, or amenities projects must comply with state and local procurement and construction rules.

Administration
This Agreement provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services. This agreement provides funding for Recipient's administrative expenses related to planning, including coordination with local jurisdictions, identification of priority stop locations, and preparing bid documents.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

STIF Discretionary-supported service providers are encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.

Signs, Shelters, and Amenities
Recipient will submit a description and list for sign and/or shelter locations. Recipient will submit certification attesting to fulfillment of any applicable permitting, inspections, or other requirements prior to final payment. An on-site inspection or photo documentation of installations is required prior to final payment.

By accepting federal or state funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.

All purchases, installations, and construction must be completed prior to the expiration date of this Agreement. If an extension for time is required, a request must be received by State at least 45 days prior to the expiration date.

Administration
Recipient shall perform administrative activities to support service sustainability as follows: ongoing financial resource budgeting and allocation, service coordination, capital asset

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replacement planning, contract management, reporting, marketing and outreach, and planning.

Expected project start date: July 1, 2023.
Expected project completion date: June 20, 2025.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Signs, Shelters, and Amenities
The service provider may use capital items funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital items funded under USDOT- or State-source grants is not an eligible expense.

Eligible matching fund sources for this Agreement include Statewide Transportation Improvement Formula Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a cover letter or summary of the work performed pursuant to this Agreement in each Agency Periodic Report. Before and after photographs of the project are encouraged to memorialize the achievement of deliverables and may be submitted with the final report.

Recipient will report as prescribed by State on assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.

Recipient will report milestones quarterly as follows:

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

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On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

FOR CAPITAL ASSET AGREEMENTS:

Recipient shall ensure Satisfactory Continuing Control of capital assets, including real property, purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally-authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the date put into public transportation service, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use per this agreement, the Recipient or Sub-Recipient using the capital asset (Owner/Operator), and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, asset condition, and vehicle mileage.

Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by the Federal Transit Administration.

Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.

Reimbursement requests for capital assets must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. Where a vehicle asset will be partially funded with federal funds, Recipient shall submit pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business enterprise requirements.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall complete and submit a form detailing any mitigation actions taken by Recipient to the appropriate Qualified Entity no later than 30 days after the end of each Fiscal Year in which the PTSP receives STIF discretionary funds. This form will be provided to Recipient prior to the

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deadline for submission of the form and will include instructions for the proper completion and submittal of the form.

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EXHIBIT B

FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program	**State Funding Agency**		**Total State Funding**
STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 And/Or STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		**$216,908.00**

Administered By
Public Transportation Division 555 13th Street NE Salem, OR 97301-4179

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EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.
All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than $500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.
Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **$1,000,000** per occurrence. Annual aggregate limit shall not be less than **$2,000,000.**

AUTOMOBILE LIABILITY.
Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **$1,000,000.**

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.
A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

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limits of insurance.

ADDITIONAL INSURED.
The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.
If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.
The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.
Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

1. GENERAL.

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.
Recipient agrees to periodic review of insurance requirements by State under this Agreement and

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to provide updated requirements as mutually agreed upon by Recipient and State.

2. TYPES AND AMOUNTS.

WORKERS COMPENSATION.
All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY.
Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **$2,000,000**.

AUTOMOBILE LIABILITY.
Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.
A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.
The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

WAIVER OF SUBROGATION.

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Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:
If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:
i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
ii. State or Recipient termination of this Agreement, or
iii. The expiration of all warranty periods provided under this Agreement.

3. NOTICE OF CANCELLATION OR CHANGE.
Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.
Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. STATE ACCEPTANCE.
All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C.**

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For Administrative Use Only – Z99999

Supplier Name: ODOT

Actual Contract Number (CustomText4): 23-1317

Department (Location): LUT - Admin.

Contract Type: 8 Agreements

Contract Sub Type (Custom2Code): InterAgency Agreement

Minute Order Date: 11/29/2022

Minute Order Number: 23-314

Master Contract Number (CustomText1): 23-1317

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Revenue Contract

SHIP TO (LocShipTo): LUT - Admin.

BILL TO (LocBillTo): LUT - Admin.

Project Number (CustomText2): 100722

Chargeable Program Number (ChargeProgram): 209-607010

Contract Admin (Administrator): Ray Nielsen

DocuSign

Certificate Of Completion

Envelope Id: 38F4FD6D22D7480F8C238B3F80F10CB5
Status: Completed
Subject: Complete with DocuSign: 23-1317: ODOT
Source Envelope:
Document Pages: 21
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
Connie Wilson
155 N. First Ave, Suite 270
MS28
Hillsboro, OR 97124-3087
Connie_Wilson@co.washington.or.us
IP Address: 204.147.152.14

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Signer Events	Signature	Timestamp
Rachael Fuller Rachael_Fuller@washingtoncountyor.gov Assistant County Administrator Security Level: Email, Account Authentication (None), Access Code	DocuSigned by: Rachael Fuller 2900A429AAF1462... Signature Adoption: Pre-selected Style Using IP Address: 204.147.152.5	Sent: 8/24/2023 8:41:10 AM Viewed: 8/24/2023 9:46:03 AM Signed: 8/24/2023 9:46:41 AM

Electronic Record and Signature Disclosure:
Accepted: 8/24/2023 9:46:03 AM
ID: eccc6534-e1b0-42fc-99ec-3c7d70adb401

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/24/2023 8:41:10 AM
Certified Delivered	Security Checked	8/24/2023 9:46:03 AM
Signing Complete	Security Checked	8/24/2023 9:46:41 AM
Completed	Security Checked	8/24/2023 9:46:41 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO SHI OBO Washington County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO SHI OBO Washington County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: tina_hartmeier@co.washington.or.us

To advise Carahsoft OBO SHI OBO Washington County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tina_hartmeier@co.washington.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO SHI OBO Washington County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO SHI OBO Washington County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO SHI OBO Washington County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO SHI OBO Washington County during the course of your relationship with Carahsoft OBO SHI OBO Washington County.

Agreement 35614 for Signature and Execution

Final Audit Report 2023-09-05

Created:	2023-09-05 (Pacific Daylight Time)
By:	Bianca SINFIELD (Bianca.SINFIELD@odot.oregon.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHblax9ynS-n0mOMPEFMym3vJ4LBey6yU

"Agreement 35614 for Signature and Execution" History

Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2023-08-30 - 4:19:25 PM PDT

Document created by Bianca SINFIELD (Bianca.SINFIELD@odot.oregon.gov)
2023-09-05 - 11:26:46 AM PDT

Document emailed to Marsha HOSKINS (Marsha.HOSKINS@odot.oregon.gov) for signature
2023-09-05 - 11:28:19 AM PDT

Email viewed by Marsha HOSKINS (Marsha.HOSKINS@odot.oregon.gov)
2023-09-05 - 11:39:44 AM PDT

Document e-signed by Marsha HOSKINS (Marsha.HOSKINS@odot.oregon.gov)
Signature Date: 2023-09-05 - 11:40:25 AM PDT - Time Source: server

Agreement completed.
2023-09-05 - 11:40:25 AM PDT

ATTACHMENT C

BUS STOP CAPITAL ASSET CONDITION ASSESSMENT FORM

Bus Stop Capital Asset Condition Assessment Form

Jurisdiction	Assessment Date	Staff Person	Signature

Stop Location (Road Name and Intersecting Street)	Direction or Side of Street	Asset Type	Asset Number / Serial Number	Condition Assessment	Description	Needs Repair or Replacement? (Y/N)	Additional Notes and/or Photos (please attach as necessary)

Condition Assessment Score		
5	Excellent	No visible defects, new or near new condition, may still be under warranty if applicable
4	Good	Good condition, but no longer new, may have some slightly defective or deteriorated component(s), but is overall functional
3	Adequate	Moderately deteriorated or defective components; but has not exceeded useful life
2	Marginal	Defective or deteriorated component(s) in need of replacement; exceeded useful life
1	Poor	Critically damaged component(s) or in need of immediate repair; well past useful life

Capital Assets
Shelter (including lighting)
Bench within Shelter
Standalone Bench
Trash Can (attached or standalone)
Other (please describe)

Ride Connection King City to Tualatin Shuttle and Stops Enhancement Project



Tigard City Council

Sept. 24, 2024

Land Use & Transportation

www.washingtoncountyor.gov/lut

Introductions

Washington County

- Reza Farhoodi, Senior Planner

Ride Connection, Inc.

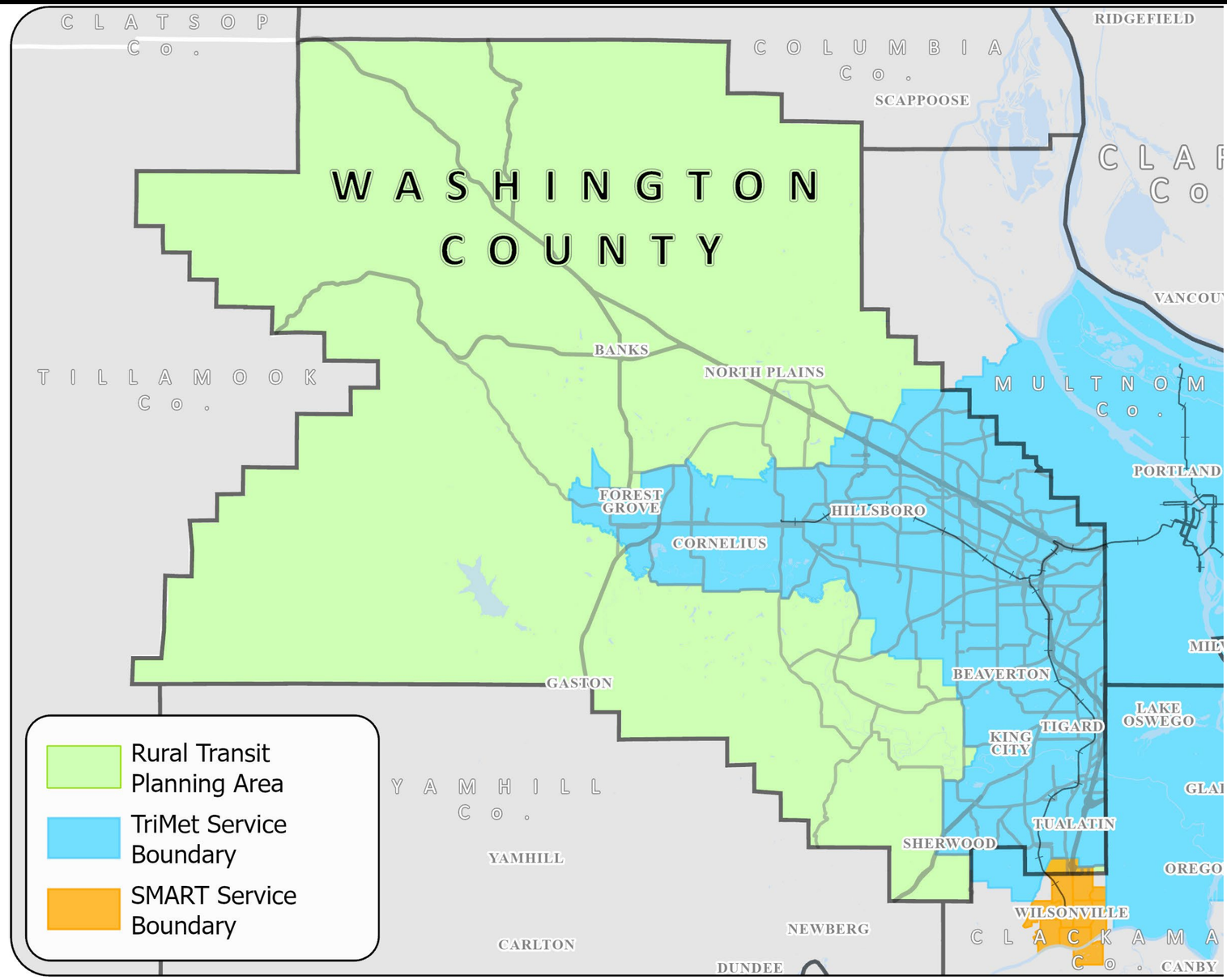
- John Whitman, Planning Supervisor

Presentation Overview

- County Transit Development Plan (TDP) and Ride Connection Overview
- New King City to Tualatin Shuttle
- Shuttle Stop Enhancement Project
- Q&A
- Approval of Intergovernmental Agreement

County Transit Development Plan

- Service for areas outside TriMet, SMART districts
- Connect areas to TriMet District
- Community Connectors in areas not well served by fixed-route transit in TriMet District



Ride Connection, Inc.

- Contracts with County as Public Transportation Service Provider
- Leverages other private, local, federal and state resources
- Community partnerships and engagement

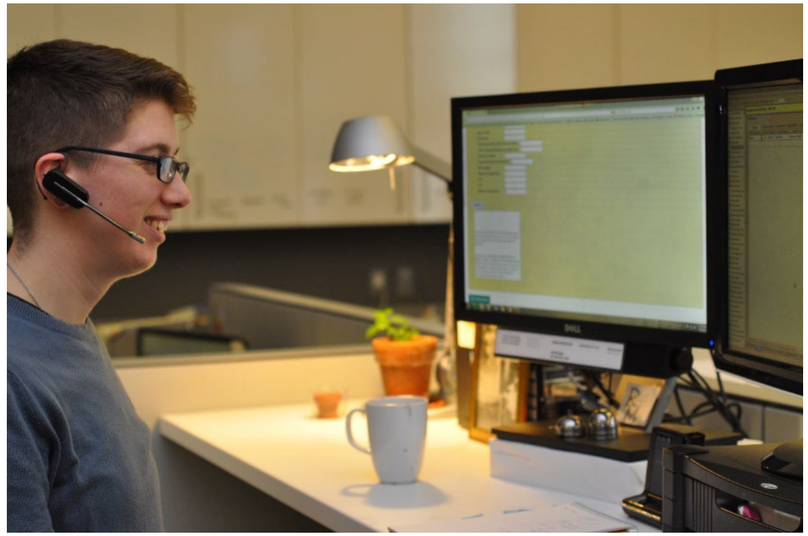


Ride Connection overview



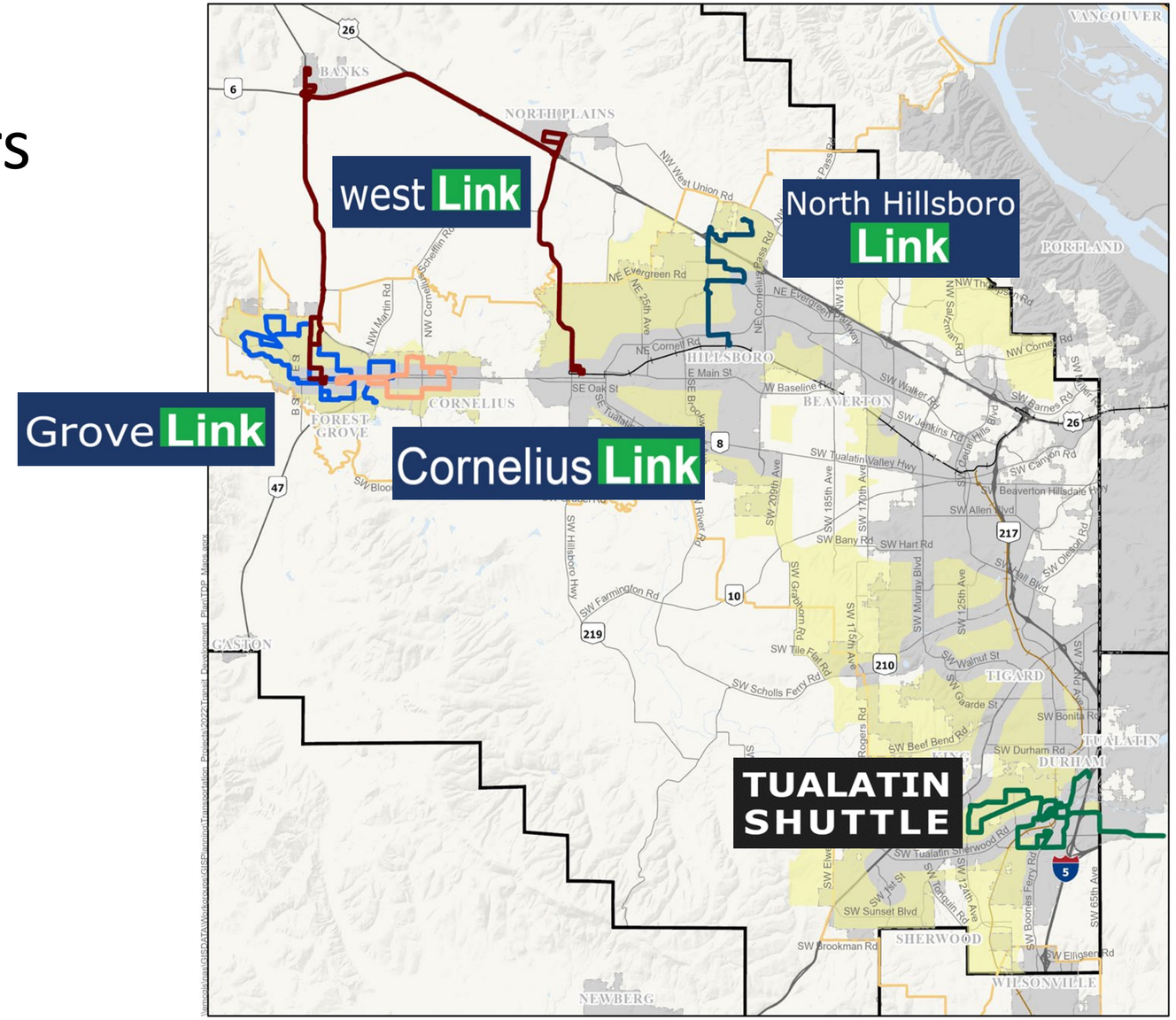






Ride Connection in Washington County

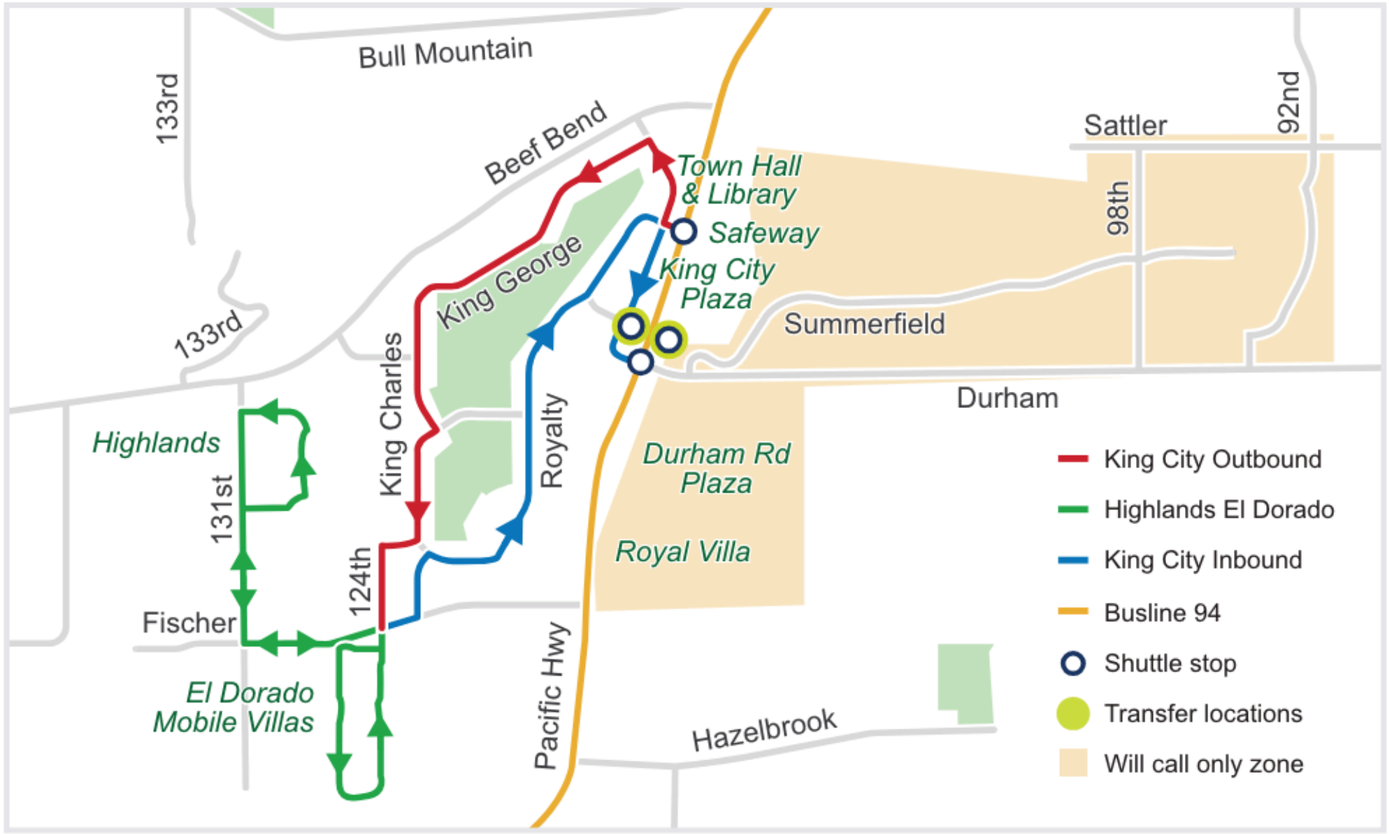
- Community Connectors
- Volunteer Driver Program
- Shared Vehicle Partnerships
- Door-to-Door Service
- Ride Together



Impacts, value and benefits

- Community connections and quality-of-life enhancements
- Access to jobs, healthcare, shopping and other services
- Mobility for residents and commuters who do not have access to a vehicle
- Transportation for older adults, people living with disabilities and students/youth
- Safe transportation option during inclement weather
- Provides connections to other regional transit services (TriMet, SMART, POINT Intercity)

Existing King City RideAbout Shuttle



King City Schedule

Route A	Route B	El Dorado Mobile Villas	Zone C	King City Plaza Southbound Bus 94 (TM)	Durham Rd Plaza Northbound Bus 94	Safeway
9:00	9:10	9:20	9:25	9:30	9:40	9:45
				10:30	10:40	10:45
11:00	11:10	11:20	11:25	11:30	11:40	11:45
				12:30	**12:40**	**12:45**
1:00	**1:10**	**1:20**	**1:25**	**1:30**	**1:40**	**1:45**
				2:30	**2:40**	**2:45**
3:00	**3:10**	**3:20**	**3:25**	**3:30**	**3:40**	**3:45**

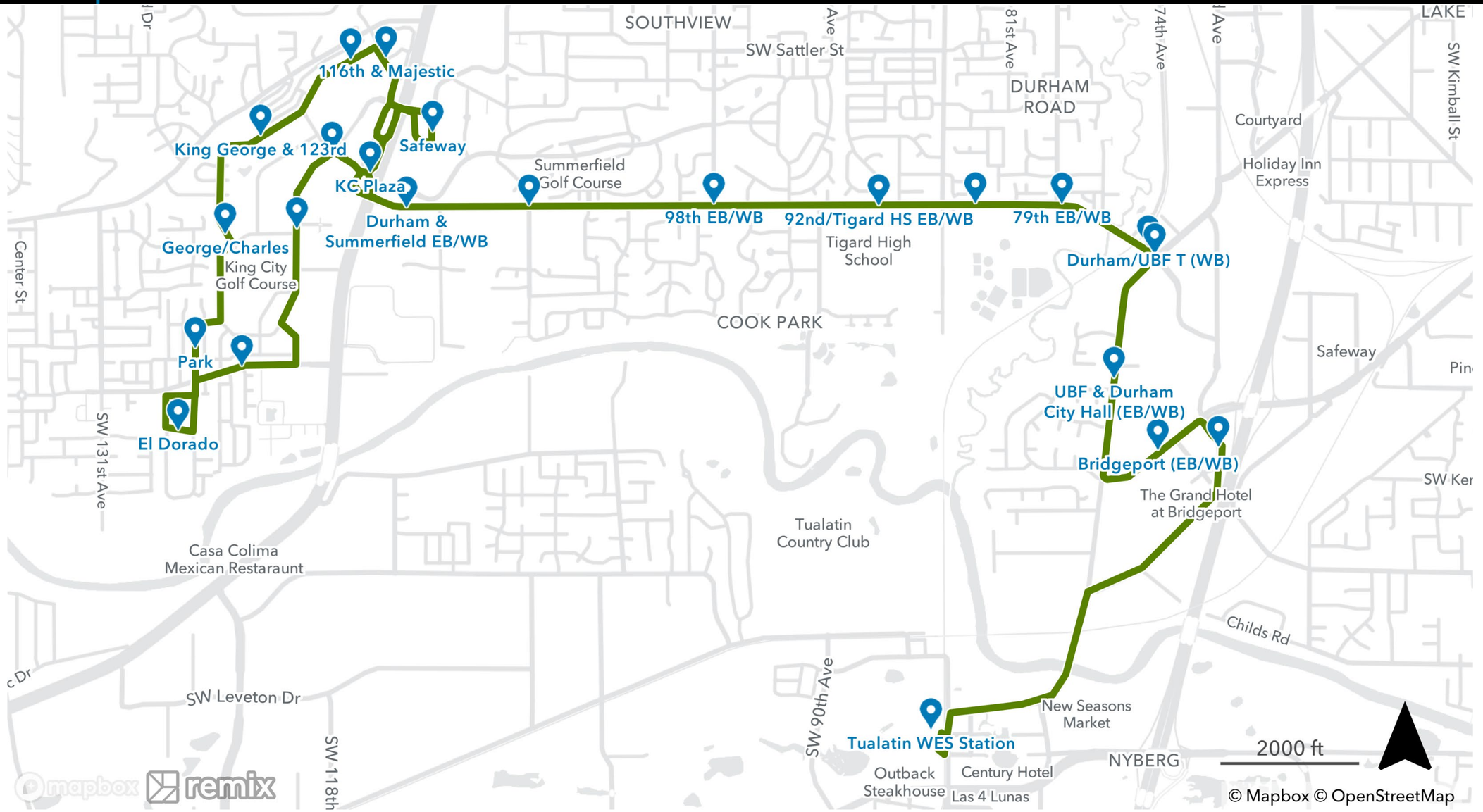
PM times in bold

Transfers TM TriMet

New King City to Tualatin Shuttle

- Launching this month as King City Link
- Funded through TriMet Regional Coordination Program
- Serves King City, Summerfield, Tigard High School, Bridgeport Village, Tualatin Park & Ride and Downtown Tualatin
- Connects to TriMet WES commuter rail and bus service
- Interregional connections to Yamhill County Transit, SMART and Cascades POINT

King City to Tualatin Shuttle Route



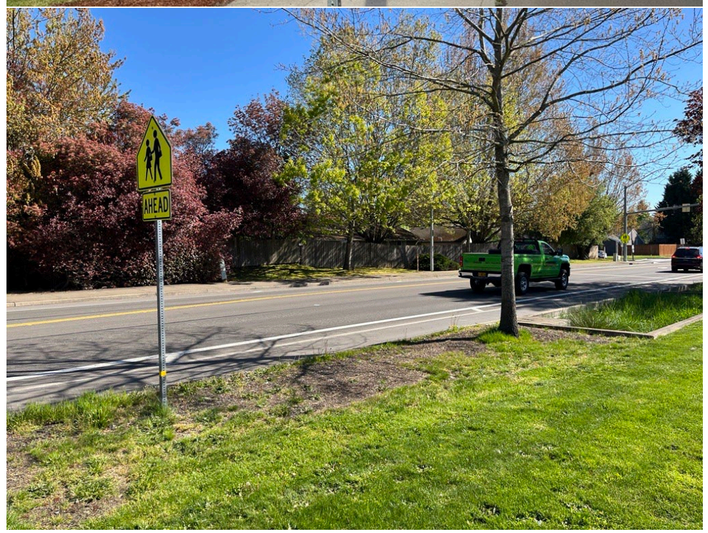
Shuttle Stops Enhancements Project

- TDP identified need for shuttle stop improvements to enhance customer experience and community awareness
- Funded through two Statewide Transportation Improvement Fund (STIF) Discretionary Grants
- County will install signs, landing pad, shelters, benches, trash cans, etc., as needed
- Local jurisdictions are responsible for routine maintenance during lifespan of improvements, except for signs

Shuttle Stops Enhancement Project

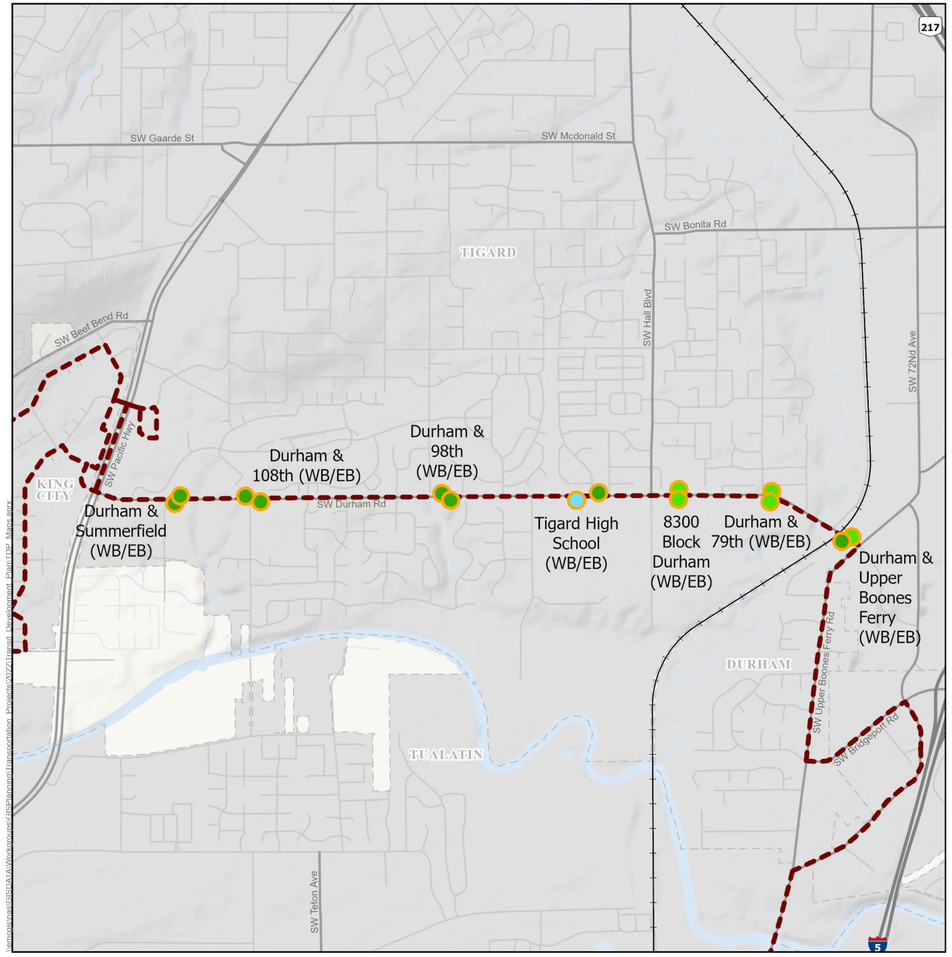
- Grant expires end of FY 2024-25
- King City to Tualatin route among priorities across countywide network
- Nine locations receiving signage and schedule information to increase community awareness and improve system legibility
- New landing pad at Tigard High School (eastbound stop)
- Five stops shared with TriMet Line 76





Tigard Stop Enhancements

- Durham Rd & Summerfield Dr (both directions)
- Durham Rd & 108th Ave (both directions)
- Durham Rd & 98th Ave (both directions)
- Tigard High School (both directions)
- Durham Rd & Upper Boones Ferry Rd (eastbound)



Washington County Transit Development Plan

Tigard Community Connector Stop Enhancements

- Signage and Landing Pad Improvements (New Stop)
- Signage Improvements (New Stop)
- Signage Improvements (New Service at Existing TriMet Stop)
- Planned Community Connector Shuttle Service
- City Boundary
- County Boundary

1:21,208

0 620 1240 1860 2480 Feet

Data Sources: Washington County, Metro, ODOT, TriMet

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Care was taken in the mapping but there are no warranties for this product. However, notification of any errors will be appreciated.

Intergovernmental Agreement (IGA)

- Allows County to install shuttle stop amenities (landing pads)
- City assumes control and maintenance responsibility of capital assets for 10 years
- County installs and maintains signage

Next Steps

- Approval of IGA - Tonight
- Permit approval - October
- Request for Proposals released - November
- Contractor selected - December
- Construction/installation substantially complete - April 2025
- Inspection period – May 2025
- Stops opened – June 2025
- Ongoing maintenance

Questions?

Contacts

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Ride Connection, Inc.
jwhitman@rideconnection.org



Department of Land Use & Transportation
www.washingtoncountyor.gov/lut

AIS-5595 **8.**

Business Meeting

Meeting Date: 09/24/2024

Length (in minutes): 30 Minutes

Agenda Title: Briefing on Safe Streets for All (SS4A) Action Plan

Authored By: Courtney Furman

Presented By: Principal Engineer Courtney Furman

Item Type: Update, Discussion, Direct Staff

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

In 2022, the City received a Safe Streets for All (SS4A) planning grant from the USDOT. This briefing provides an update on the related Action Plan, a requirement of this grant, which is now underway. This corresponds to CIP 95079.

ACTION REQUESTED

This is an update of the Safe Streets for All (SS4A) Action Plan project. No action is needed by Council.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

In 2022, in coordination with Metro, Washington County, and the cities within East Multnomah County, the City of Tigard was successfully awarded $240,000 in federal Safe Streets and Roads for All (SS4A) funding as a sub-recipient to Metro to develop a local comprehensive transportation safety action plan. A leadership commitment to eliminate traffic deaths and serious injuries is a required component of the grant to support development of a new comprehensive transportation safety action plan for the City of Tigard. In August 2023, Tigard City Council made a commitment by resolution to eliminate traffic deaths and serious injuries on Tigard's streets and roads using a Safe Systems approach to prioritize transportation safety.

The Safe Streets for All (SS4A) Action Plan project (CIP 95079) commenced work with consultant support in May 2024. City Council approved the consultant contract in February 2024.

Public Involvement

The project will include a robust public engagement process with the following goals in mind:

- Educate the community about the Safe Systems Approach and what the City is trying to accomplish.
- Support personal connection and buy-in for Tigard's vision of equitable, safe transportation.
- Honor lived experience alongside data in understanding safety concerns and priorities.
- Help the community understand that different agencies own different streets, and so solutions may move forward in different ways on different parts of the network.
- Build understanding of how the city works and interest in being involved in other civic efforts.

- Provide avenues for addressing concerns on partner-owned streets.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)
Tigard's SS4A Action Plan 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). Further, this project will support two of the adopted 2023 – 2025 Tigard City Council Goals. A formalized commitment developed through the SS4A planning process will directly support the Council's goal to "Enhance Community Safety & Accessibility." The project will also indirectly support the Council's goal to "Address Climate Change" by creating safer conditions for carbon-responsible mobility options.

ALTERNATIVES & RECOMMENDATION

N/A

ADDITIONAL RESOURCES

N/A

Attachments

Presentation
Draft Vision and Goals Fact Sheet
Equity Analysis Fact Sheet
High Injury Network Fact Sheet

Tigard Safe Streets Action Plan

Council Briefing
September 24, 2024

1. Safe Streets Action Plan Overview

Grant Funding and Partnership with Metro

- Safe Streets and Roads for All (SS4A) was established in the Bipartisan Infrastructure Law (BIL)
- $5 billion over 5 years (2022 – 2026)
- Competitive funding for planning and capital infrastructure grants
- Partnership with Oregon Metro, Washington County, and the cities of East Multnomah County
- Tigard awarded $240,000 to develop a SS4A-eligible comprehensive transportation safety action plan

What is the Safe Systems Approach?

- The Safe System approach aims to eliminate fatal and serious injuries for all road users.
- Refocus transportation system design and operations to anticipate human mistakes and lessen impact forces to reduce crash severity and save lives.



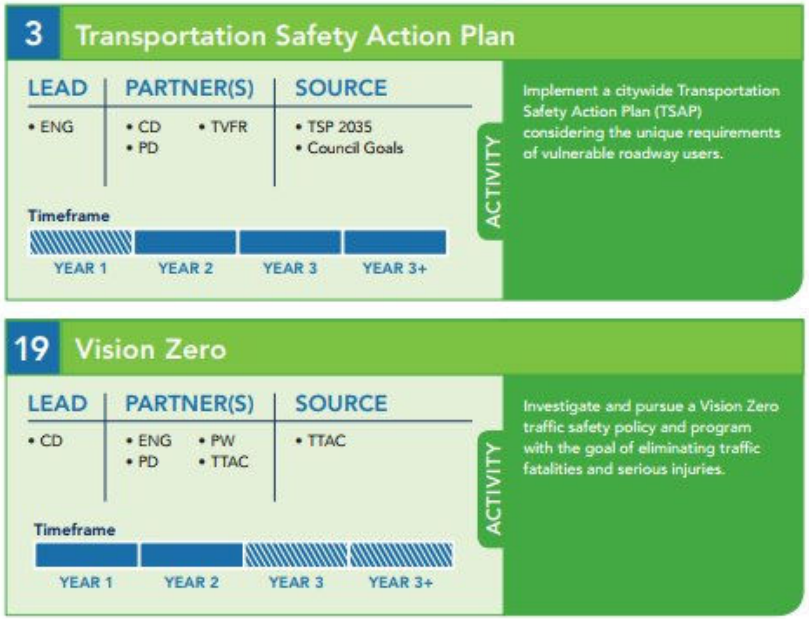
Source: FHWA.

Success in Tigard

- Create comprehensive transportation safety action plan
- Engage residents and stakeholders, particularly vulnerable communities
- Adopt commitment to preventing death and serious injury on our roads
- Compete for capital funding to implement Safe Streets

Connection to Tigard Plans and Policies

- Strategic Priority to "create a well-connected, attractive, and accessible pedestrian network"
- Council goal to "Enhance Community Safety & Accessibility"
- 2040 Transportation System Plan
- Implementation activities from the Complete Streets policy



2. Project Walkthrough

TIGARD SAFE STREETS ACTION PLAN

Project Phases

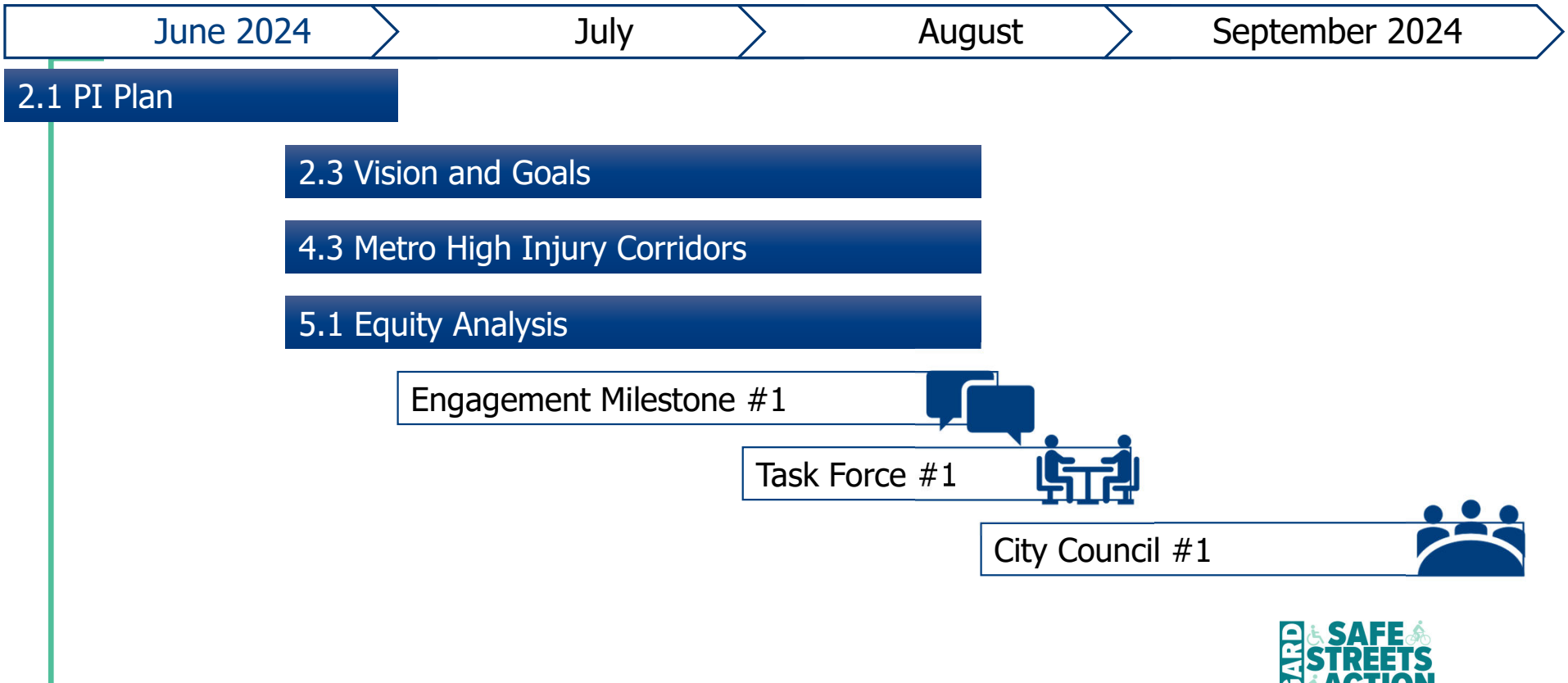
1: ENVISION

3: RESOLVE

2: UNDERSTAND

4: COMMIT

Project Scope & Schedule: Envision



Project Scope & Schedule: Understand

August 2024 | September | October | November | December 2024

2.4 Safe Systems Best Practices

4.1 Network Screening

Engagement Milestone #2

4.2 Systemic Safety

Task Force #2

4.4 Photo Enforcement Analysis

4.5 Speed Analysis

City Council #2

5.1 Equity Assessment of Safety Findings

6.1 Policy & Process Assessment

7.1 Site Selection

TIGARD SAFE STREETS ACTION PLAN

Project Scope & Schedule: Resolve

December 2024 | January 2025 | February 2025 | March 2025

- 6.1 Policy & Process Recommendations
- 7.2 Summary Sheets
- 7.3 Project Scoping & Cost Estimating
- 7.4 Benefit/Cost Ratios
- 7.5 Funding Strategy
- 8.1 Progress & Measures

Engagement Milestone #3

Task Force #3

City Council #3

TIGARD SAFE STREETS ACTION PLAN

Project Scope & Schedule: Commit

March 2025 | April | May | June | July 2025

2.5 Safe Systems Strategies

7.6 Projects Tech Memo

8.1 Progress & Measures

9.2 Draft Safe Streets Action Plan

9.3 Final Action Plan





Engagement Milestone #4

City Council #4



9.4 Adoption

Task Force #4



TIGARD SAFE STREETS ACTION PLAN

Public Involvement Goals

- Educate community about Safe Systems
- Support personal connection and buy-in for vision
- Honor lived experience alongside data
- Help the community understand how jurisdiction affects how solutions may move forward
- Provide avenues for addressing concerns about partner-owned streets
- Build understanding of how the city works and interest in getting involved
- Engagement with many city departments

Activities

In-person

- Community get-togethers
- Safe Routes to School walk-and-rolls
- Farmers market
- Street Fair
- El Tigre Festival
- Community roundtables
- Neighborhood traffic calming

Online & Print Media

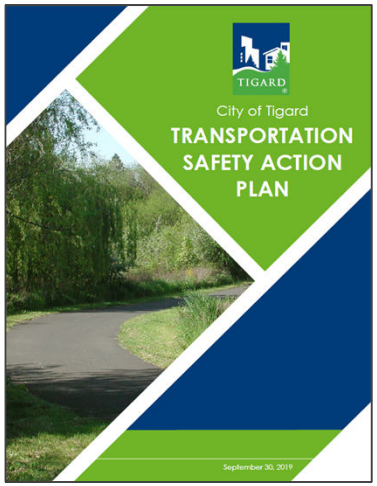
- Engage Tigard platform
- City e-newsletters
- Social media
- Local newspaper ads
- Earned media

3. Draft Vision and Goals

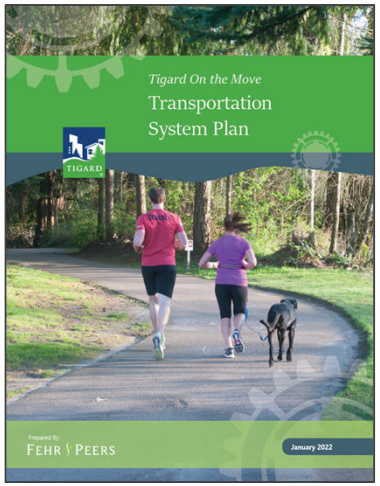
Input Needed

TIGARD SAFE STREETS ACTION PLAN

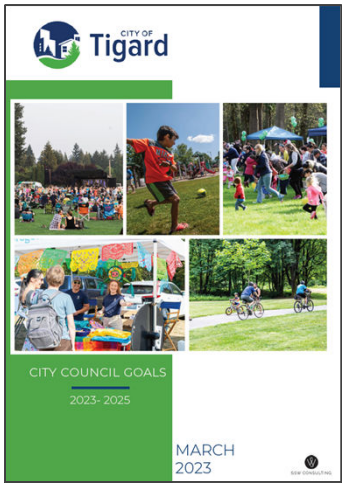
Goals were based on existing plan documents



Transportation Safety Action Plan *(Sept 2019)*



Transportation System Plan *(Jan 2022)*



City Council Goals *(Mar 2023)*



Vision Statement

Within a generation of new drivers, the City of Tigard will have no deaths or serious injuries from traffic crashes.

The 5 E's – Tigard's Community Promise:
Equity • Environment • Economy • Engagement • Excellence

TIGARD SAFE STREETS ACTION PLAN

GOAL 1: Prioritize safety investments in historically marginalized communities

- Community Health
- Equitable
- Affordable Transportation Costs

People of color, immigrant communities, and low-income communities are overburdened by traffic crashes and least likely to have affordable, convenient, and safe transportation options. Prioritizing safety investments in these communities will begin to reverse the health, safety, and economic disparities caused by decades of land use and transportation decisions.

GOAL 2: Improve safety for the most vulnerable road users in Tigard



Walkable and Bikeable



Accessible



All Ages and Abilities

Everyone benefits when streets are safe for their most vulnerable users:

- *people on foot and bike,*
- *children,*
- *people with disabilities,*
- *older adults, and*
- *people who are not able or choose not to drive.*

Prioritizing the safety of people above convenience for motor vehicles will save lives.

GOAL 3: Provide safe multimodal connections to foster livable, healthy, and carbon responsible neighborhoods



Transportation Choices



Safe Road Designs, Healthy People



Healthy Environment

For quality of life, economic vitality, and environmental and community health, we need to make it safe and convenient to walk, bicycle, and take transit. By choosing actions and investments that make it possible to meet daily needs without driving, we will improve safety for everyone and advance broader community goals.

GOAL 4: Place safety at the center of our work as a city and encourage our partners to do the same.


Partnership


Coordination


Funding and Resources

Creating a lasting culture of traffic safety requires collaboration and shared responsibility. All city departments and agencies will need to collaborate to plan, fund, build, operate, and maintain a safe transportation system. As part of this work, we will build and maintain safety partnerships with other government agencies, community-based organizations, businesses, and developers.

4. Equity Analysis

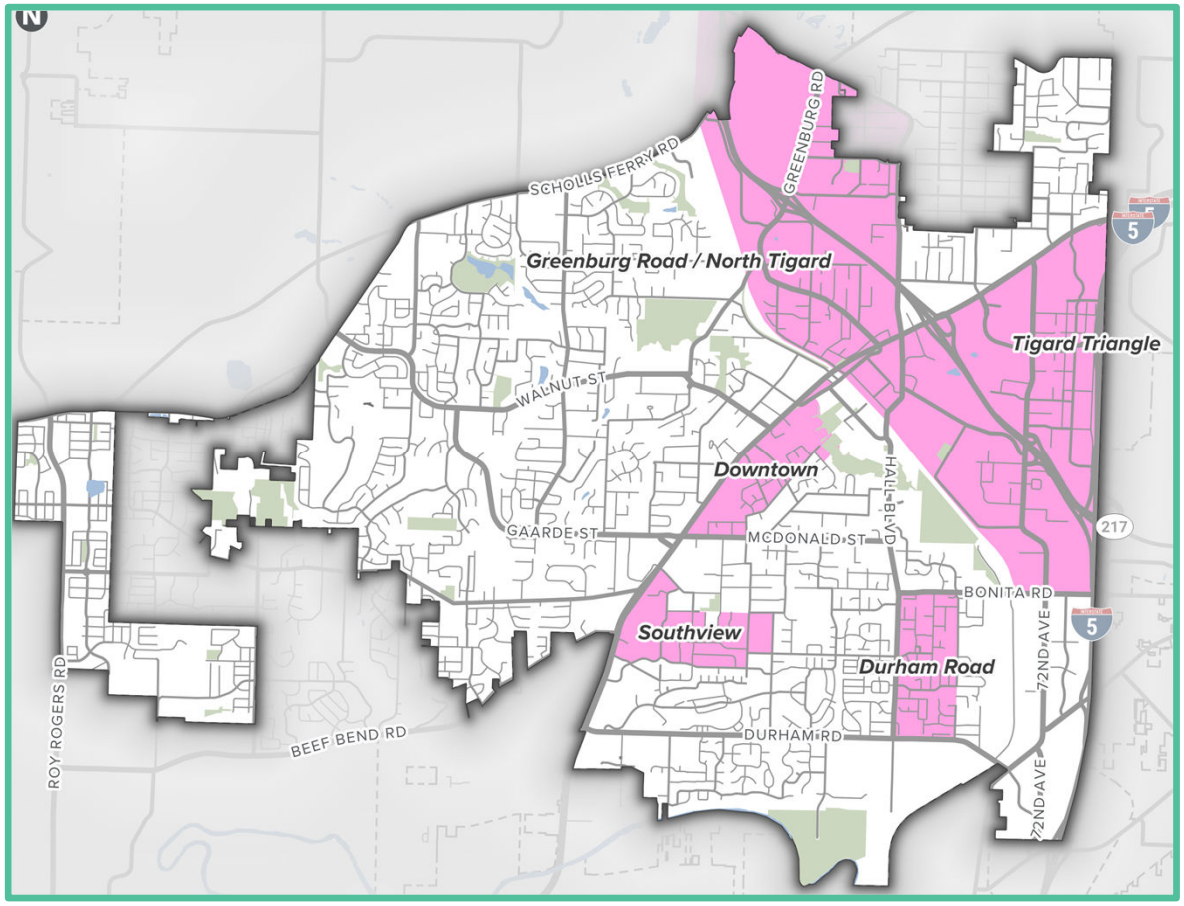
TIGARD SAFE STREETS ACTION PLAN

Equity Analysis

- Equity and safety go hand in hand.
- Traffic fatalities disproportionately affect Black, Indigenous, and People of Color; people who are young, old, have low incomes, or experience houselessness.

Citywide Stats

20% Population under 18	16% Population over 64	30% BIPOC Population	3% Households that speak limited English	11% Population living with a disability



High Equity Need Areas

Tigard Triangle
- 20% of households below poverty
- 37% of population BIPOC

Greenburg Road / North Tigard
- 45% of population BIPOC
- 12% of households below poverty

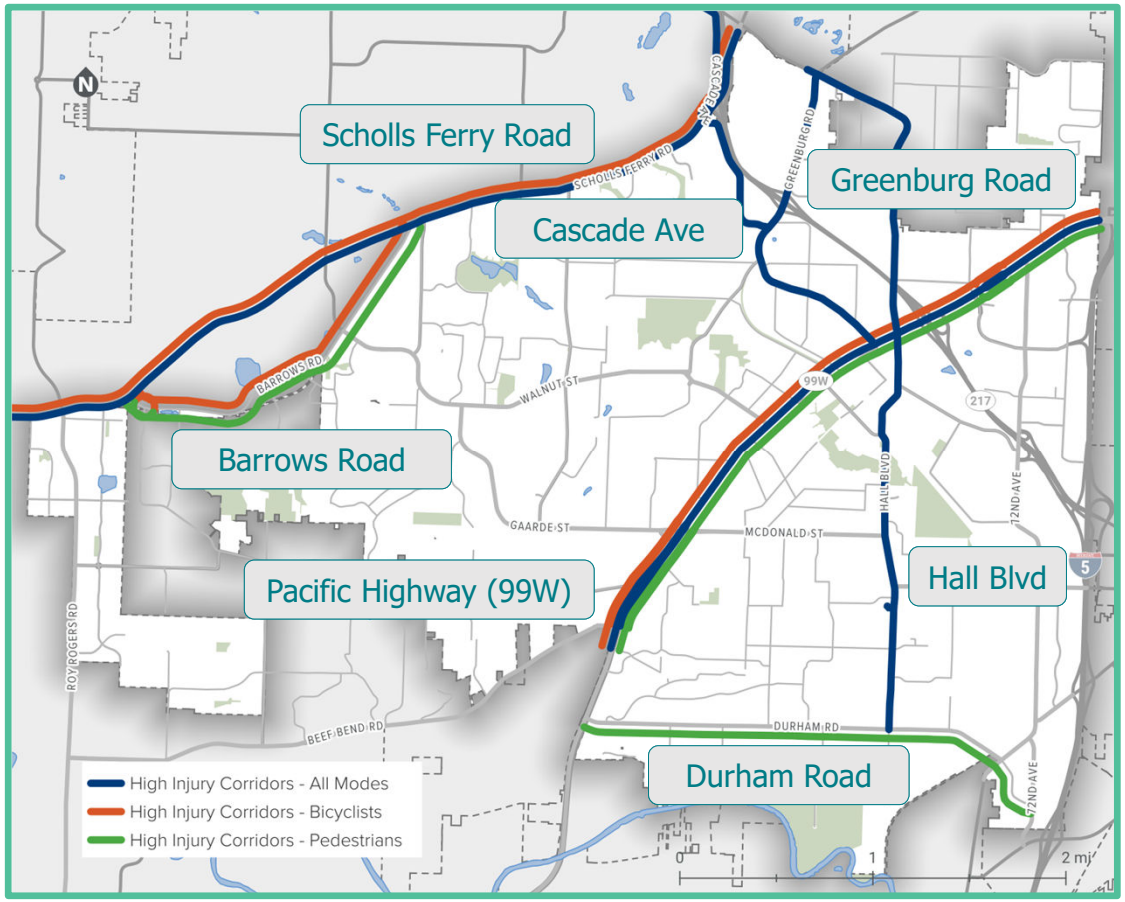
Downtown
- 35% of population BIPOC
- 28% of households below poverty

Southview
- 25% of population under 18
- 20% of population over 65

Durham Road
- 24% of population under 18
- 8% of households without a vehicle

5. Metro High Injury Corridors

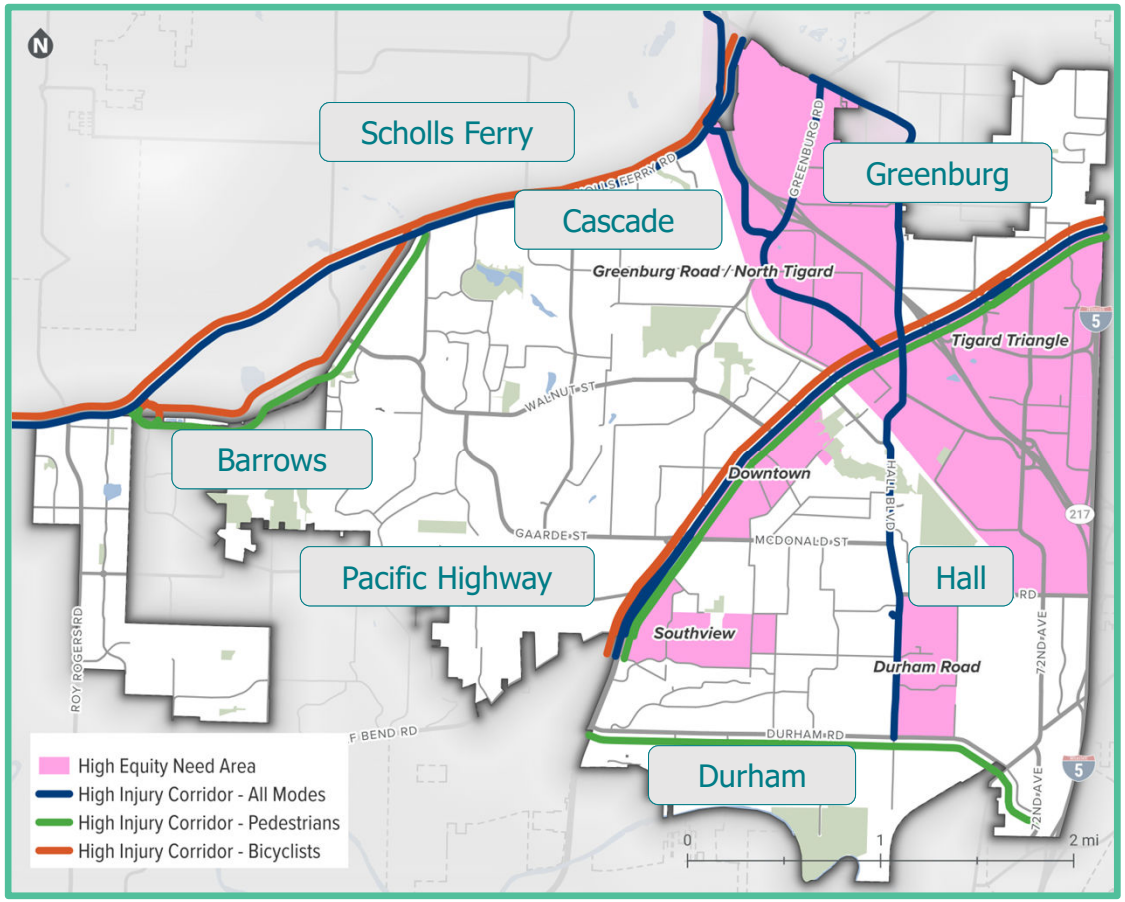
TIGARD SAFE STREETS ACTION PLAN



High Injury Corridors

These seven corridors have the highest concentration of fatal and serious injury crashes that happened in and near Tigard from 2017 to 2021.

High Injury Corridor Name	Number of Fatal and Serious Injury Crashes per mile	Corridor Length
Pacific Highway (99W)	5.18	4.24 mi
Scholls Ferry Rd	2.11	4.73 mi
Hall Blvd	2.61	3.83 mi
Greenburg Rd	2.78	2.78 mi
Durham Rd	1.2	2.5 mi
Cascade Ave	2.8	1.43 mi
Barrows Rd	2.02	1.98 mi



Equity Assessment of Safety Findings

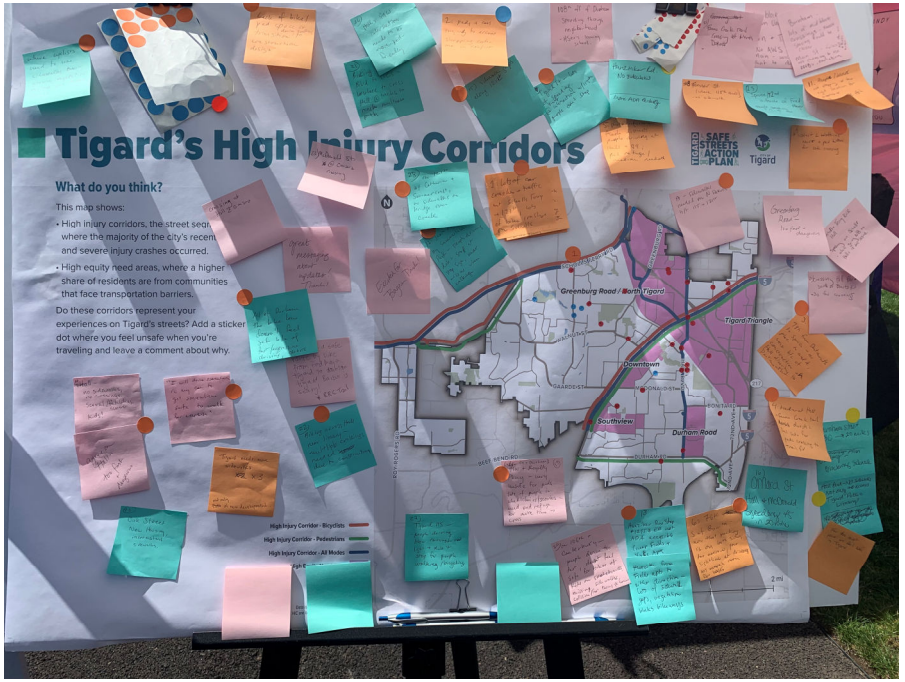
This fall, the project will analyze safety findings to understand impacts to key populations and high equity need areas

6. Public Input Recap

TIGARD SAFE STREETS ACTION PLAN

Public Input Recap

- Booth at Tigard Farmer's Market on Sunday, August 11th
- Desire for safe walking and biking facilities, especially connecting to trails
- Supportive of proposed vision and goals




Questions? Comments?
Input on vision and goals needed
TIGARD
SAFE STREETS ACTION PLAN

Equity Data Sources

Oregon Metro | *Equity Focus Areas*

Census tracts that represent communities where the rate of people of color (POC), people with limited English proficiency (LEP), or people with low income (LI) is greater than the regional average.

City of Tigard | *Active Transportation Demand Index*

Socioeconomic indicators like population density, poverty rate, ethnic minority rate, public transit reliant rate are analyzed by Census block group.

Justice 40 Initiative | *Climate and Economic Justice Screening Tool*

Online tool that maps census tracts that are over burdened and underserved.

US Dept of Transportation | *Equitable Transportation Community (ETC) Explorer*

Maps census tracts where communities experience burden as a result of underinvestment in transportation,

Vision and Goals

TIGARD SAFE STREETS ACTION PLAN

Within a generation of new drivers, the City of Tigard will have no deaths or serious injuries from traffic crashes.

Safe streets are essential to becoming an equitable community that is walkable, healthy, and accessible for everyone. Because no loss of life is acceptable on our streets and roads, the City of Tigard commits to eliminating traffic deaths and serious injuries by 2045.

The Safety Action Plan defines how Tigard will create a safe, comfortable, and connected transportation system. As we undertake this work, we will focus first on improving safety outcomes for the most vulnerable users – people on foot and on bicycle – and for the communities who are most burdened and least served by the system that exists today.

GOAL 1

Prioritize safety investments in historically marginalized communities.

- Equitable
- Community Health
- Affordable Transportation Costs

People of color, immigrant communities, and low-income communities are overburdened by traffic crashes and least likely to have affordable, convenient, and safe transportation options. Prioritizing safety investments in these communities will begin to reverse the health, safety, and economic disparities caused by decades of land use and transportation decisions.

GOAL 2

Improve safety for the most vulnerable road users in Tigard.

- Walkable and Bikeable
- Accessible
- All Ages and Abilities

Everyone benefits when streets are safe for their most vulnerable users: people on foot and bike, children, people with disabilities, older adults, and people who are not able or choose not to drive. Prioritizing the safety of people above convenience for motor vehicles will save lives.

Vision and Goals

TIGARD SAFE STREETS ACTION PLAN

Safety is the key to Tigard's future

This Safety Action Plan builds on work we have all been doing together to define the vision for our city. Over many years we've heard from you and your families, friends, and neighbors about the kind of community you want Tigard to become. Our safety vision and goals draw on the values, priorities, and decisions you've helped us reach through recent efforts including:

- Transportation Safety Action Plan (2019)
- Complete Streets Policy and Implementation Plan (2019)
- Strategic Plan (2020)
- Tigard on the Move Transportation System Plan (2022)
- City Council Goals (2023)
- City Council Resolution 23-25 committing to the Safe Systems Approach (2023)
- Racial Equity Action Plan and Equity Commitment Declaration (2023)

How is safety defined?

A Safe System Approach to safety, adopted by the City, prioritizes the elimination of crashes that result in death and serious injuries.

GOAL 3

Provide safe multimodal connections to foster livable, healthy, and carbon responsible neighborhoods.

Transportation Choices

Safe Road Designs, Healthy People

Healthy Environment

For quality of life, economic vitality, and environmental and community health, we need to make it safe and convenient to walk, bicycle, and take transit. By choosing actions and investments that make it possible to meet daily needs without driving, we will improve safety for everyone and advance broader community goals.

GOAL 4

Place safety at the center of our work as a city and encourage our partners to do the same.

Partnership

Coordination

Funding and Resources

Creating a lasting culture of traffic safety requires collaboration and shared responsibility. All city departments and agencies will need to collaborate to plan, fund, build, operate, and maintain a safe transportation system. As part of this work, we will build and maintain safety partnerships with other government agencies, community-based organizations, businesses, and developers.

High Equity Need Areas

TIGARD SAFE STREETS ACTION PLAN

Equity and safety to go hand in hand. People can face different risks when traveling in Tigard depending on their identities.

Traffic fatalities disproportionately impact Black, Indigenous, and People of Color (BIPOC). People who are young, old, have low incomes, or experience houselessness are also disproportionately impacted. The neighborhoods highlighted on this map are places where these groups of people are concentrated. Focusing safety improvements in these areas is an important step towards reducing inequities across the transportation system.

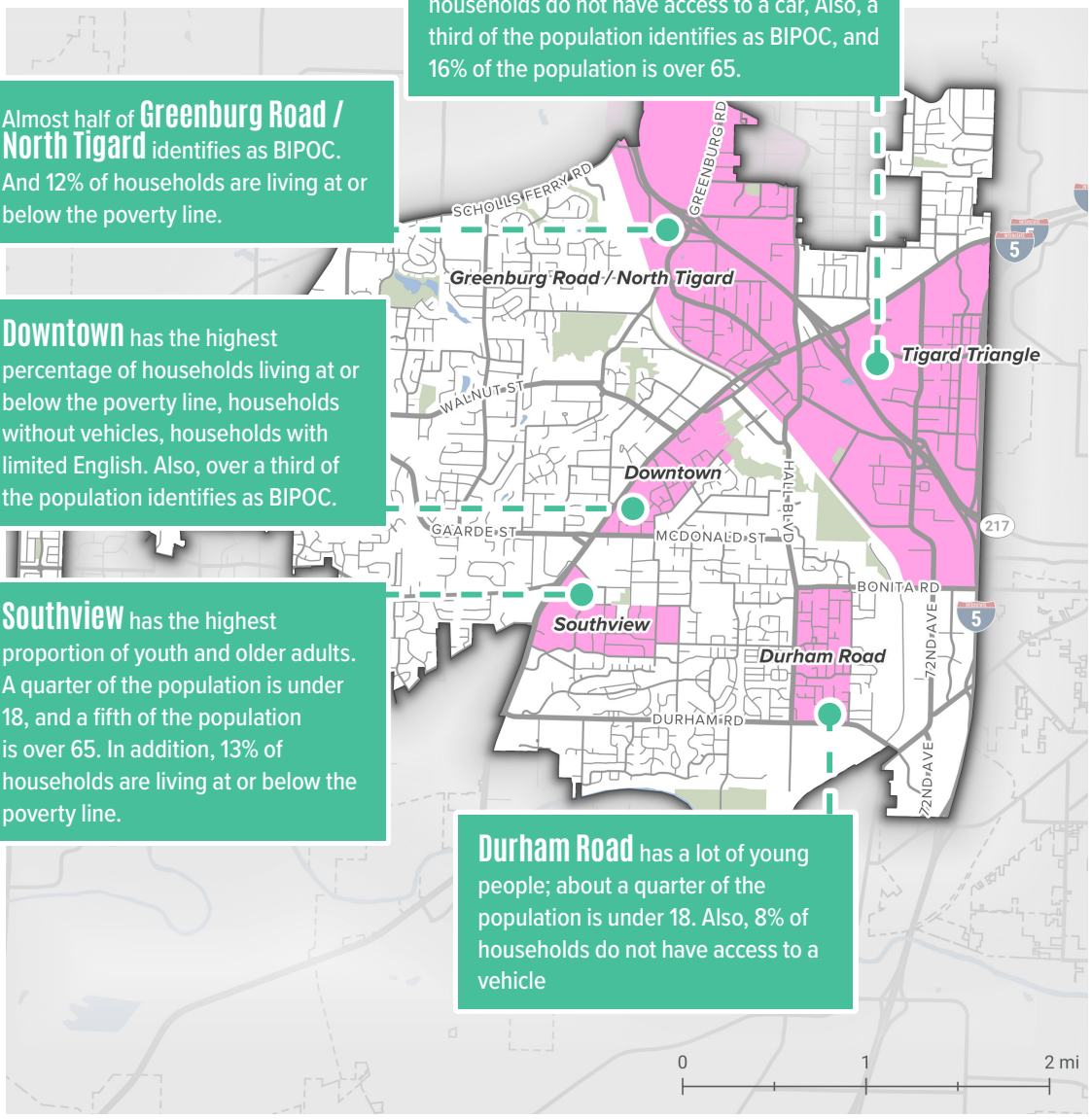
In **Tigard Triangle,** 20% of households are living at or below the poverty line, and 10% of households do not have access to a car, Also, a third of the population identifies as BIPOC, and 16% of the population is over 65.

Almost half of **Greenburg Road / North Tigard** identifies as BIPOC. And 12% of households are living at or below the poverty line.

Downtown has the highest percentage of households living at or below the poverty line, households without vehicles, households with limited English. Also, over a third of the population identifies as BIPOC.

Southview has the highest proportion of youth and older adults. A quarter of the population is under 18, and a fifth of the population is over 65. In addition, 13% of households are living at or below the poverty line.

Durham Road has a lot of young people; about a quarter of the population is under 18. Also, 8% of households do not have access to a vehicle



High Equity Need Area | City Limit | Park

High equity need areas were identified through multiple tools at the federal, regional, and city level.

CITYWIDE STATS

20% OF TIGARD'S POPULATION IS **UNDER 18**

16% OF TIGARD'S POPULATION IS **OVER 64**

30% OF TIGARD'S POPULATION IS **BIPOC**

3% OF TIGARD'S HOUSEHOLDS **SPEAK LIMITED ENGLISH**

5% OF TIGARD'S HOUSEHOLDS **HAVE NO VEHICLE**

11% OF TIGARD'S POPULATION **HAVE A DISABILITY**

High Injury Network

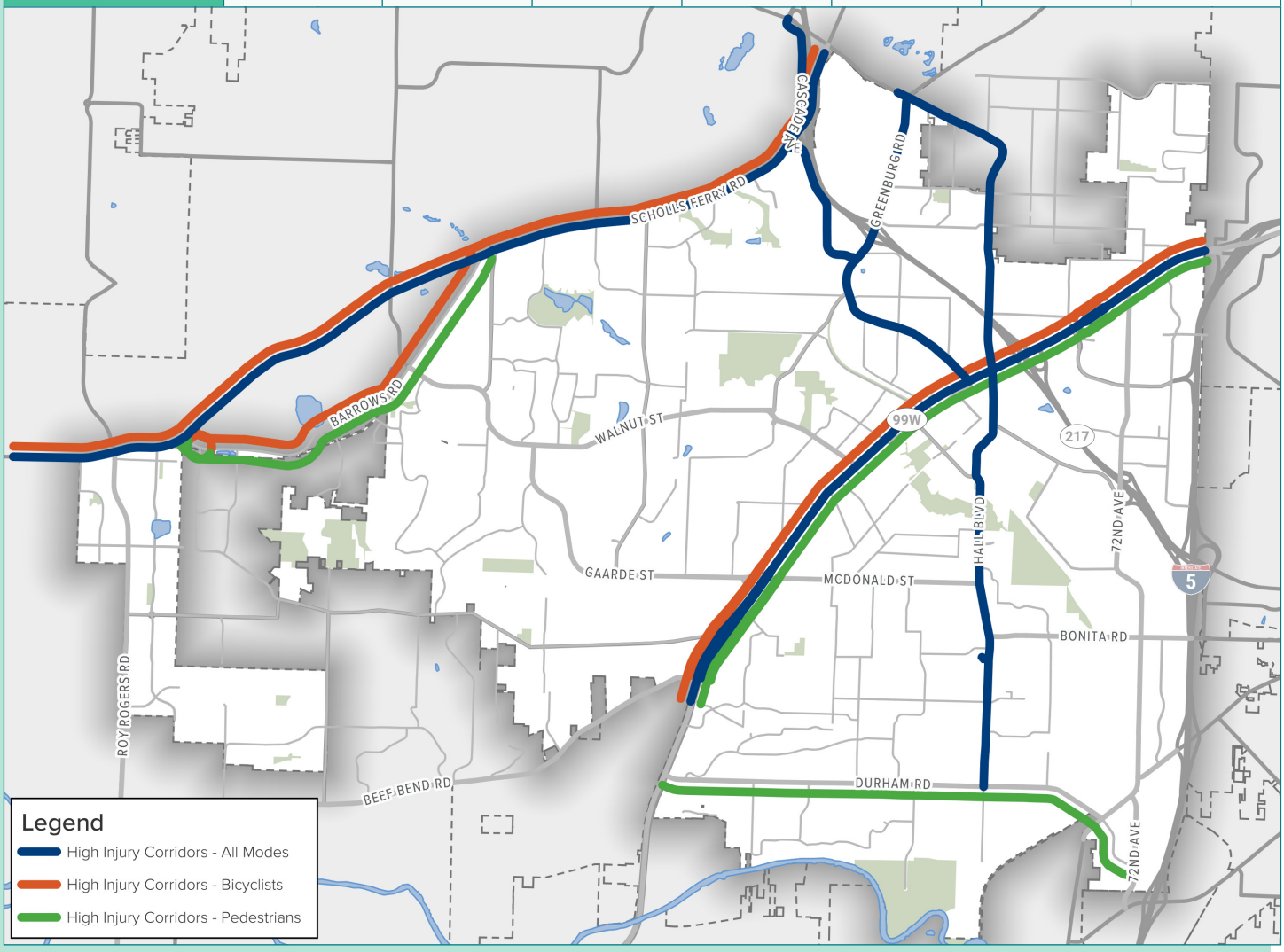
TIGARD SAFE STREETS ACTION PLAN

Six people died due to crashes on Tigard streets from 2017-2021. Fifty-seven crashes caused serious injuries. Even one such crash would be too many.

The Tigard Safety Action Plan begins with understanding where people have recently been killed or injured in traffic. The seven High Injury Corridors shown below are streets with the highest concentration of fatal and serious injury crashes that happened in Tigard between 2017 and 2021.

Corridor Name Length	Pacific Highway (99W) 4.24 mi.	Scholls Ferry Road 4.73 mi	Hall Boulevard 3.83 mi	Greenburg Road 2.78 mi	Durham Road 2.5 mi	Cascade Avenue 1.43 mi	Barrows Road 1.98 mi
Fatal and Serious Injury Crashes per mile, 2017-2021	5.18	2.11	2.61	2.78	1.2	2.8	2.02
High Injury Corridor Type	Bike, Ped, All Modes	Bike, All Modes	All Modes	All Modes	Ped	All Modes	Ped, Bike

BIKE
PED
ALL MODES



This plan focuses on streets, and crashes on grade-separated highways are included in the analysis. The High Injury Network was analyzed by Metro for 2017-2021, the most recent five years of crash data available.

To learn more, see Metro's High Injury Corridor StoryMap: https://storymaps.arcgis.com/stories/5a4c5040c8a7493fb877bc4e529ebdf7

AIS-5608 **9.**

Business Meeting

Meeting Date: 09/24/2024

Length (in minutes): 20 Minutes

Agenda Title: Consider the Renaming of Steve Street Park and River Terrace Town Center Community Park

Authored By: Rick Gruen

Presented By: Rick Gruen, PW/ Parks and Recreation Manager; Jessica Love, PW/Community Engagement Coordinator

Item Type: Resolution

Public Hearing Legal Ad Required?: No

Publication Date:

Information

EXPLANATION OF ISSUE

The City is currently in the process of bringing in two new parks, Steve Street Park and River Terrace Town Center Community Park. As part of the Steve Street Park community engagement process, community members were asked via a survey if a name change should be considered. Over 50 names were mentioned, with Steve Street Park (including some variations such as Steve Street Family Park and Steve Street Community Park), Ash Creek Park and Kalapuya Park being among the names mentioned more than once. To help pare down the list to a more manageable list of names to recommend to Council, the Parks and Recreation Advisory Board was asked to select/vote on the list of names following a site visit to the park. Steve Street Park ranked the highest, followed by Ash Creek Park, Dogwood Park and Kalapuya Park.

With the upcoming sale and transfer of River Terrace Town Center Community Park to the City of Tigard, the developer has requested the City consider renaming River Terrace Town Center Community Park as either Blueberry Hill Park or Blueberry Farm Park. The City, in considering this name change, would honor a clause in a prior Purchase and Sale Agreement of the property to recognize the family that farmed the property for many years as a blueberry farm.

ACTION REQUESTED

Consider a resolution to formally name Steve Street Park as Steve Street Park, while also acknowledging the number of community members who took the time to share other names; and adopt a separate resolution to rename River Terrace Town Center Community Park as Blueberry Hill Park.

BACKGROUND INFORMATION

Dates of Previous and Potential Future Considerations

The City's Naming and Recognition Policy (approved by Resolution No 13-36 on Sept. 13, 2013) establishes the process for the Parks and Recreation Manager to bring forward naming recommendations to the City Council, which has the authority to name or rename city park property and key features. Note the use of "Family" in a park name is reserved for honoring a particular family (i.e. Cook Family Park) and the use of "Community" to describe a type of park is reserved for when a park meets certain criteria identified in the Parks and Recreation System Plan (i.e. Community Park, Neighborhood Park, etc.).

Blueberry Hill Park will be a community park due to the type of amenities/facilities built.

Public Involvement
Steve Street Park Community Engagement Survey, 2022.
Roshak Family Purchase and Sale Agreement, 2021. Section 9.1 Project Entitlements "If Buyer develops a park as part of the Project Entitlements, Buyer agrees to use reasonable efforts to cause the park to be named "Roshak Park." As Roshak Park is already a neighborhood park within the park system, the developer is requesting the park to reflect the historical use of the property as a blueberry farm. It is the option of the City to recognize the Project Entitlement clause of the prior Purchase and Sale Agreement. Per the City Attorney, the City's pending purchase of this property does not bind the City to the prior agreement.

Impacts (Community, Budget, Policies and Plans/Strategic Connection)
N/A

ALTERNATIVES & RECOMMENDATION

Council can choose to maintain the existing names for these park properties and take no further action; Council can consider other names and approve those; or Council can direct the Parks and Recreation Manager to come back with a new list of names. If Kalapuya Park is selected, it should be noted that before finalizing the new park name, it is recommended that a meeting between the City and the Confederated Tribe of the Grand Ronde be held to inform Tribal Leadership and gain support for the use of the name.

ADDITIONAL RESOURCES

Attachments

Steve St. Pk Name List
Resolution for Steve Street Park
Resolution for RTTCCP

Steve Street Naming

Please help us pick the name of Steve Street Park! Select your top five names below. We will present the top three to Tigard City Council.

1. Review the list of names below and select your top 5.

Please select at most 5 options.

- [ ] Shady Oak Ridge Park
- [ ] Zelkova Park
- [ ] Twinberry Park
- [ ] Aster Park
- [ ] Will O's Park
- [ ] Lupine Park
- [ ] Dogwood Park
- [ ] Green Dreams Park
- [ ] Tulip Park
- [ ] Curtis Tigard Park
- [ ] John Tigard Memorial Park
- [ ] Vasicek Park

- [ ] Snyder Park Park
- [ ] The Wetlands Park
- [ ] North Wetlands Nature Park
- [ ] Wetlands Park
- [ ] Sunset Nature Park
- [ ] Twilight North Nature Park
- [ ] Nature Park
- [ ] Horizon Park
- [ ] Ash Creek Park
- [ ] Kalapuya Park
- [ ] Atfalati Nature Park
- [ ] Kalapuya Nature Park
- [ ] Kalapuya Community Park
- [ ] South Metzger Park
- [ ] Tigard Community Park
- [ ] Friendly Acres Park
- [ ] Steve Street Community Park
- [ ] Hall Park
- [ ] Steven Park
- [ ] Pfaffle Park

- [ ] Steve Street Family Park
- [ ] Hall Haven Park
- [ ] Owl Park
- [ ] Little Cricket Park
- [ ] Sparrow Park
- [ ] Woodchuck Park
- [ ] Raccoon Meadows Park
- [ ] Tigers Den Park
- [ ] Joy Park
- [ ] The Gathering Park
- [ ] Unity Park
- [ ] Happy Park
- [ ] Rainbow Park
- [ ] Adventurer Park
- [ ] Wander Land Park
- [ ] Welcome Park
- [ ] Hidden Knoll Park
- [ ] Hideaway Park
- [ ] Bijou Park

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 24-

A RESOLUTION TO NAME CITY PARK PROPERTY KNOWN AS STEVE STREET PARK TO STEVE STREET PARK

WHEREAS, the City Council has the authority to name or rename city park property as described in the City of Tigard Naming and Recognition Policy approved by Council via Resolution No. 13-36 on September 3, 2013; and

WHEREAS, Steve Street Park was informally named by the City at the time of acquisition of the property; and
WHEREAS, the City is developing this park property as a neighborhood park and has engaged in community outreach to consider names for this park property; and

WHEREAS, the Parks and Recreation Advisory Board has thoughtfully considered an extensive list of names and pared down the list for council consideration with Steve Street Park being the preferred choice; and

WHEREAS, it is the desire of the City to formally adopt the name Steve Street Park for this park property.

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

SECTION 1: Steve Street Park shall be formally named Steve Street Park.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2024.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 24-

A RESOLUTION TO RENAME THE CITY PARK PROPERTY KNOWN AS RIVER TERRACE TOWN CENTER COMMUNITY PARK TO BLUEBERRY HILL PARK

WHEREAS, the City Council has the authority to name or rename city park property as described in the City of Tigard Naming and Recognition Policy approved by Council via Resolution No. 13-36 on September 3, 2013; and

WHEREAS, River Terrace Town Center Community Park was informally named when this former farm property was purchased by the developer; and

WHEREAS, the City is acquiring this park property from the developer to enhance our parks and open space areas; and

WHEREAS, the developer has requested the City consider renaming the park as part of a prior sale agreement; and

WHEREAS, it is the desire of the City to recognize the historical use of this property as a blueberry farm by renaming River Terrace Town Center Community Park as Blueberry Hill Park.

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

SECTION 1: River Terrace Town Center Community Park shall be formally renamed as Blueberry Hill Park.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2024.

_____
Mayor - City of Tigard

ATTEST:

_____
City Recorder - City of Tigard