



City of Tigard
Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL & LCRB Revised 10/9/2014 to add Agenda Item 11 - Adopt By-laws for Tigard Youth Advisory Council

MEETING DATE AND TIME: October 14, 2014 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

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

PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Citizen Communication items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are *estimated*; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. *Business agenda items can be heard in any order after 7:30 p.m.*

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also 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: 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

VIEW LIVE VIDEO STREAMING ONLINE:

<http://live.tigard-or.gov>

CABLE VIEWERS: The regular City Council meeting is shown live on Channel 28 at 7:30 p.m. The meeting will be rebroadcast at the following times on Channel 28:

Thursday 6:00 p.m. Sunday 11:00 a.m.

Friday 10:00 p.m. Monday 6:00 a.m.



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MEETING DATE AND TIME: October 14, 2014 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

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6:30 PM

- STUDY SESSION

- EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss real property transactions under ORS 192.660(2)(e). 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.

1. BRIEFING ON AN AGREEMENT WITH WASHINGTON COUNTY FOR A CDBG SIDEWALK PROJECT
2. BRIEFING ON A MOU REGARDING TIGARD'S PARTICIPATION IN THE MASTER PLANNING PROCESS FOR THE WILLAMETTE RIVER WATER TREATMENT PLANT

7:30 PM

3. BUSINESS MEETING
 - A. Call to Order
 - B. Roll Call
 - C. Pledge of Allegiance
 - D. Council Communications & Liaison Reports
 - E. Call to Council and Staff for Non-Agenda Items
4. CITIZEN COMMUNICATION (Two Minutes or Less, Please)
 - A. Follow-up to Previous Citizen Communication
 - B. Tigard High School Student Envoy
 - C. Tigard Area Chamber of Commerce

- D. Citizen Communication – Sign Up Sheet
5. CONSENT AGENDA: (City Council) These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
- A. RECEIVE AND FILE:
1. Council Calendar
 2. Council Tentative Agenda for Future Meeting Topics
- *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council/City Center Development Agency has voted on those items which do not need discussion.*
6. LOCAL CONTRACT REVIEW BOARD - AWARD CONTRACT FOR AUTOMATED MATERIALS HANDLING SYSTEM **7:40 p.m. estimated time**
7. CONSIDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AN AGREEMENT REGARDING THE PACIFIC HWY/GAARDE/MCDONALD INTERSECTION IMPROVEMENTS **7:45 P.M. estimated time**
8. ADOPT RESOLUTION TO RATIFY COLLECTIVE BARGAINING AGREEMENT WITH TIGARD POLICE OFFICERS ASSOCIATION **8:00 p.m. estimated time**
9. RECEIVE UPDATE ON COMMUNITY DEVELOPMENT EFFICIENCIES INITIATIVES PROJECT **8:15 p.m. estimated time**
10. RECEIVE LEGISLATIVE UPDATE **8:30 p.m. estimated time**
11. ADOPT BY-LAWS FOR THE TIGARD YOUTH ADVISORY COUNCIL **8:55 p.m. estimated time**
12. COUNCIL LIAISON REPORTS **9:00 p.m. estimated time**
13. NON AGENDA ITEMS
14. EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss pending litigation under ORS 192.660(2)(h). 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. **9:05 p.m. estimated time**
15. ADJOURNMENT **9:25 p.m. estimated time**

AIS-1901

1.

Business Meeting

Meeting Date: 10/14/2014

Length (in minutes): 5 Minutes

Agenda Title: Briefing on an Agreement with Washington County for a CDBG Sidewalk Project

Prepared For: Mike McCarthy **Submitted By:** Judy Lawhead, Public Works

Item Type: Update, Discussion, Direct Staff **Meeting Type:** Council Business Mtg - Study Sess.

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Briefing on an agreement with Washington County for a Community Development Block Grant (CDBG) sidewalk project along North Dakota Street and 95th Avenue near Greenburg Road.

STAFF RECOMMENDATION / ACTION REQUEST

No action is requested; formal consideration of the agreement is scheduled on the council's October 28, 2014, consent agenda. Staff anticipates recommending approval of the agreement at that time.

KEY FACTS AND INFORMATION SUMMARY

Under this project, the city will hire a contractor to construct sidewalk along one side of 95th Avenue for about 400 feet north of Greenburg Road and along one side of North Dakota Street for about 400 feet east of Greenburg Road. Completing these 'missing link' sidewalks would connect the existing sidewalk along Greenburg Road with the existing sidewalk network within the neighborhood.

The city has applied for and received approval of \$200,000 in federal funds through the Community Development Block Grant (CDBG) program administered by Washington County, for the design and construction of this project. This agreement sets the framework

for how the funds will be used to accomplish the project.

Key aspects of the agreement are:

- The county has allocated \$200,000 in federal funds from the Department of Housing and Urban Development through the Community Development Block Grant (CDBG) program for this project.
- This is a reimbursement program. The city will need to hire the design consultant and construction contractor and pay them for their work, and then submit documentation to the county to be reimbursed for these expenses.
- The agreement states that the city will provide \$30,000 worth of in-kind services, which are anticipated to be staff time to accomplish the project.
- The agreement includes many standard federal requirements which will apply to this project.

This agreement was reviewed by the city attorney's office.

OTHER ALTERNATIVES

The council could propose changes to the agreement or could decide not to approve the agreement. Proposal of significant changes would delay the project. Should the council decide not to approve the agreement, the CDBG funding would likely be reallocated to another project outside Tigard.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

This project is consistent with the city's Strategic Plan walkability goals and the Transportation System Plan.

DATES OF PREVIOUS CONSIDERATION

This is the first time this agreement has come before the council.

Fiscal Impact

Cost: \$30,000
Budgeted (yes or no): Yes
Where Budgeted (department/program): CIP Project # 95045

Additional Fiscal Notes:

This project is budgeted in the Capital Improvement Plan (CIP). The project budget includes \$34,000 for internal expenses (staff time) paid for by Gas Tax funds. This is more than the \$30,000 of in-kind services required by the agreement. The budget also notes that \$200,000 of external revenue through Washington County is anticipated for this project. These funds will be used to pay external expenses for right of way (if needed), design and construction.

Attachments

Cover Letter for Agreement

Agreement



September 10, 2014

Marty Wine
City of Tigard
13125 SW Hall Blvd
Tigard, OR 97223-8167

Subject: CDBG Project: #6110, City of Tigard, Sidewalk In-fill - N Dakota & 95th Ave

Dear Marty:

Enclosed are three copies of the grant agreement for the above-referenced project. This is our standard boilerplate agreement and incorporates information that you sent us for the exhibits. Please check these over and have the appropriate person sign each Agreement on page 2. Then return the agreements to this office at your soonest convenience.

Once the contracting process is completed, we will send you a letter that will be your "Notice to Proceed." You **should not** incur any costs for the project until you receive this notification.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennie H. Proctor".

Jennie H. Proctor, Program Manager
Office of Community Development

Enclosures

C: Mike McCarthy

AGREEMENT
between
WASHINGTON COUNTY
and
City of Tigard

This Agreement, entered into this ____ day of _____, 2014, between Washington County, a municipality of the State of Oregon (hereinafter referred to as the "County"), and City of Tigard, (hereinafter referred to as the "City"):

RECITALS

- A. The County is an urban county applicant for Block Grant funds under the Housing and Community Development Act of 1974 (the Act), 42 USC 301 et seq as amended, and the National Affordable Housing Act of 1990, and will receive Block Grant funds for the purpose of carrying out eligible community development and housing activities under the Acts and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 570;
- B. The County and various cities within the County, including the City, have agreed to cooperate in the undertaking of essential community development and housing activities;
- C. The County desires to have certain services performed by the City as described within this Agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the City be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of the Act, HUD regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this Agreement is to provide for the cooperation between the County and the City, as the parties in this Agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this Agreement by ORS 190.010 et seq., by the Constitution of the State of Oregon; and
- G. Therefore, in consideration of the payments, covenants, and agreements hereinafter mentioned and to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this Agreement.

CITY

WASHINGTON COUNTY

Signature

Chairman, Board of County
Commissioners

Date

Recording Secretary

Date

DUNS Number (*this field required*)

Tax Identification Number (*this field required*)

APPROVED AS TO FORM

Attorney for the Washington County Office of Community
Development

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PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT AND APPLICABILITY TO TERMS AND CONDITIONS OF THIS AGREEMENT

- A. This Agreement shall consist of the signature page, the general and special conditions; the federal, state and local program requirements; the evaluation and record keeping requirements; each and every project exhibit incorporated in the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects which are the subject of this Agreement.
- B. Depending upon the specific nature of the project, services or purposes for which Block Grant funds are being provided pursuant to this Agreement, certain terms and conditions contained herein may be made inapplicable by their express citation in Part IV, Special Conditions. Except as so expressly excluded, all terms and conditions contained herein have full application, force and effect.

2. SCOPE OF WORK

- A. The City shall perform and carry out in a satisfactory and proper manner the project or services set forth in Exhibit A attached hereto which specifies work to be performed. The Agreement may be amended from time to time in accordance with the general conditions for the purpose of amending the scope of work or for any other lawful purpose.
- B. Any conflict or dispute that may arise with regard to any aspect of CDBG activities for the project shall be resolved by the County's interpretation of the specifications contained in the original project proposal, the current Program Policies, and the County's Office of Community Development CDBG Procedures Manual. Any such determination made by the County shall be final.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

- A. Upon release of project-related funds by HUD pursuant to 24 CFR Part 58 Subpart H, the County shall furnish the City with written notice to proceed. No work on the project shall occur prior to the receipt of written notice to proceed from the County.
- B. All project funds shall be obligated and expended within the Project Year unless the County and the City agree to an amendment extending project activities beyond the Project Year. For the purposes of this Agreement,

"Project Year" shall mean the period from July 1, 2014 through June 30, 2015.

- C. Any property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used to meet one of the national objectives set forth in 24 CFR 570.208 for a period of five (5) years or until June 30, 2020 unless otherwise modified in writing by the parties to this Agreement.

4. ADMINISTRATION

- A. The Agency shall comply with all applicable uniform administrative requirements as described in 24 CFR 570.502.
- B. The City shall appoint a liaison person who shall be responsible for overall administration of Block Grant funded project(s) and coordination with the County's Office of Community Development. The name of the liaison person shall be specified in writing and submitted to the County's Office of Community Development. The City shall also designate one or more representatives who shall be authorized by the City to sign the Voucher Request and any other forms which may be required. The names of these representatives shall be specified in Exhibit B.
- C. This Agreement is subject to and supplemental to the Agreement of Intergovernmental Cooperation entered into between the County and participating municipalities.

5. OPERATING BUDGET

- A. The City shall expend the funds received from the County under this Agreement in accordance with the budget summary submitted by the City to, and approved by, the County. Such budget summary is attached to this Agreement as Exhibit C. No line item expense in the approved budget shall be changed without a budget revision approved by the County's Office of Community Development. The budget revision shall specifically state the reasons for the requested increase and a justification for the corresponding decrease in another line item. Budget revision(s) must be approved by OCD before any costs are incurred by the City.
- B. The difference between the approved budget amount on a budget line item and a lower or higher bid or quote, in any line item, shall be reported to the County. Excess funds generated by a lower bid or quote shall be considered surplus. The City may submit a budget revision requesting the use of any such surplus, which shall be approved or denied at the discretion of the OCD.

- C. Matching funds identified in Exhibit C shall mean all funds from non-CDBG sources, including in-kind contributions of staff and materials, other grant sources, charitable contributions, volunteer labor, donated materials and services, and similar items of value to the project. Matching funds shall be used for project purposes, and shall be included within the scope of Audits and Inspections conducted under Part III, Section 2 of this Agreement. Increases in matching funds shall be reported to County and the Operating Budget shall be revised accordingly by the OCD.
- D. No later than 90 days from the date the County approves the proposed list of activities, which includes this project, the City shall submit to the County's Office of Community Development written evidence that substantiates the matching funds pledged by the City are available. The availability of pledged funds means all approvals, guarantees, or third party commitments from subrecipients or cosponsors, have been received and will enable the City to officially obligate those matching funds. In the event the City fails to submit such evidence or the evidence is deemed by the County to be unacceptable, the County may exercise its termination options under Part I Section 14 of this Agreement.

6. COMPENSATION AND METHOD OF PAYMENT

A. Subject to the availability of funds from HUD, the County shall reimburse the City for the services specified in Exhibit A. Reimbursement shall be requested by the City by submitting a Community Development Voucher Request (OCD Form 2) and a Program Accomplishments reporting form (OCD Form 3); the forms are to be signed by the City's authorized representatives in a manner prescribed by the County.

B. The County will make payment to the City within two (2) weeks or as soon as practicable after said invoice is received and approved by the Washington County Office of Community Development.

7. REVERSION OF ASSETS AND INTERESTS IN PROPERTY; PROGRAM INCOME

A. Reversion of Assets - In accordance with HUD Regulation 24 CFR, 570.503(b)(7), upon expiration or termination of this agreement the City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

B. Real Property - Real property under the City's control that was acquired or improved in whole or in part in excess of \$25,000 will be used to (1) meet its original national objective for the time period specified in Part I Section 3.C of this agreement; or (2) disposed of in a manner that results in reimbursement to the

County in the amount equal to the current fair market value less any portions attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property.

C. Personal Property - Any personal property on hand at the time of the expiration of the project year of this Agreement shall be disposed of in accordance with 24 CFR 85.32.

D. Program Income

- (1) The City shall record the receipt and expenditure of program income as defined in 24 CFR 570.500(a) of the financial transactions of the project(s) funded under this Agreement. Program income shall be reported with each voucher request and substantially disbursed for the benefit of the specific project(s) funded by this Agreement in accordance with the principles of 24 CFR 570.504 (b)(2)(i) and (ii).
- (2) The City may retain program income for the benefit of the specific projects funded by this Agreement, provided it is used in accordance with regulations in 24 CFR 570.504, the provisions of this Agreement, and pursuant to adopted local CDBG program policies. Program income which is not used to continue or benefit such project(s) shall revert back to the Block Grant Fund for reallocation by the County. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Agreement.
- (3) Program income on hand when the Agreement expires and received after the Agreement's expiration must be used by the City to meet its original national objective for the time period specified in Part I Section 3.C. of this Agreement. The County may transfer the program income to the City, upon its termination of urban county participation provided the City has become an entitlement grantee and agrees to use the program income in its own CDBG entitlement program.

8. FUNDING ALTERNATIVES AND FUTURE SUPPORT

- A. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- B. Should anticipated sources of revenue not become available to the County for use in the Community Development Program, the County shall immediately notify the City in writing, and the County will be released from all

contracted liability for any portion of the Agreement covered by funds not received by the County.

9. AMENDMENTS

This Agreement shall be modified by the parties only upon written amendment signed by each of the parties.

10. ASSIGNMENT AND SUBCONTRACTING

- A. The City shall not enter into any contracts assigning any interest under this Agreement without the written approval of the County. Such consent shall be requested 15 days prior to the date of any proposed assignment.
- B. The County shall assume no liability for acts and omissions of contractors or subcontractors employed or hired by the City.

11. INSURANCE

- A. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss of the claim is attributable to the negligent acts or omissions of that party.
- B. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- C. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- D. The County, in its sole discretion, may modify or waive any of the above required insurance coverage upon written approval of the COUNTY'S Risk Manager. Any such waiver or modification shall be set forth in Attachment D.

12. HOLD HARMLESS AND INDEMNIFICATION

The City agrees to defend, save, hold harmless and indemnify the County, its officers, employees and agents from and against any and all claims, damages,

losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from City's own negligence, performance of or failure to perform the obligations of this Agreement and any agreement resulting from this Agreement.

13. CONFLICT OF INTEREST

- A. General – In the procurement of supplies, equipment, construction and services by City, the conflict of interest provisions in 24 CFR 85.36 and 84.42, respectively shall apply. In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of 24 CFR 570.611 shall apply.
- B. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County or City who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this Agreement and the County and City shall take appropriate steps to assure compliance.
- C. Interest of Subcontractor and Their Employees - The City agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provision:

“The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Agreement. The Contractor further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the City and Washington County.”

14. DEFAULT

- A. Each of the following events shall constitute a default on the part of the City:
 - (1) Material noncompliance with the terms of this Agreement, the Award, or any and all applicable state or federal laws and regulations;

- (2) Mismanagement or improper use of Award funds;
- (3) Failure to obligate required funds or to provide work or services required by this Agreement;
- (4) Failure to submit reports, supplying incomplete or inaccurate reports required by Part III herein.

B. Each of the following events shall constitute a default on the part of the County:

- (1) Material noncompliance with the terms of this Agreement, the Award, any and all applicable state and federal laws and regulations;
- (2) Failure to provide funding for projects or services rendered as required by this Agreement.

15. ENFORCEMENT

A. In the event the City is found in default under the terms of this Agreement the County may:

- (1) Withhold any or all of any pending or future payments until the default is cured;
- (2) Terminate or suspend all or part of this Agreement or Award herein in accordance with 24 CFR 85.43;
- (3) Prohibit the City from incurring additional obligations of funds until the County notifies the City in writing that the default is cured;
- (4) Disallow or deny both the use of funds and matching credit of the activity or action not in compliance;
- (5) Take any and all other legal or equitable remedies available.

B. Any costs attributed to the program which were lawfully incurred prior to any suspension or termination will be considered properly incurred. Any costs attributed to the program during or after any suspension or termination are specifically not allowed without express written consent by the County.

16. APPEAL

In the event the County takes an action to enforce the terms of this Agreement, the Award or to enforce compliance with applicable state and federal law, the City may appeal such action in the manner provided in this section as follows:

- (1) The County shall provide the City with written notice of the default and the right to cure, if any;
- (2) The City may pursue an informal appeal by contacting the Manager of the Office of Community Development.
- (3) The City may appeal the informal decision of the Manager by submitting a written objection of the enforcement action directly to the Community Development Policy Advisory Board (PAB).
 - (a) The PAB may consider oral argument, written testimony and any other such evidence it considers relevant to a determination.
 - (b) The PAB shall consider all information and reach a determination based upon the record submitted and prepare a written finding.
 - (c) The PAB, in its discretion may hold a formal hearing. The City shall have the opportunity to provide oral testimony if a hearing is conducted by the PAB. If a formal hearing is not held, the City shall have the opportunity to submit written objections, arguments and other material relevant to its position to the PAB.
 - (d) The findings of the PAB are final and no further appeal is allowed.

17. TERMINATION

- A. This Agreement shall terminate upon any of the following events:
- (1) Termination following default as defined previously;
 - (2) The failure by the County to provide funding for services rendered as required by this Agreement;
 - (3) The unavailability of Block Grant funds from either the federal government or through the County.
 - (4) Termination for convenience by either party pursuant to 24 CFR 85.44.

- B. This Agreement will terminate upon thirty (30) days written notice by the County in the event funding is no longer available.
- C. Upon termination of this Agreement, any unexpended balance of Agreement funds shall remain with the County. The regulations relating to reimbursement of Block Grant funds shall be applicable to the City for expended funds in accordance with HUD Regulation 24 CFR, 570.503(b)(7) and Part I, Section 7 herein.
- D. The City shall reimburse the County for any and all funds expended in violation of the terms of this Agreement, state or federal law.

18. PROHIBITION ON THE USE OF DEBARRED CONTRACTORS

CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 5. The City shall not make any award at any tier to any party which is debarred, suspended or excluded from participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

19. APPLICABLE LAW, VENUE, ATTORNEY FEES AND COSTS

This Agreement shall be governed by the laws of the State of Oregon and federal law. Any action or suit commenced in connection with this Agreement shall be in the Circuit Court of Washington County. The prevailing party, either in Circuit Court or on appeal, shall be entitled to reasonable attorney fees and costs and disbursements as awarded by the Court.

20. EXTENSIONS

If, in the determination of the Office of Community Development (OCD), a time extension is necessary or appropriate, an extension of the term of this Agreement for an additional period may be granted to the City by the County's Office of Community Development provided the City requests such an extension, in writing, at least four (4) weeks prior to the last expiration date contained in this Agreement. Additional extension(s) may be granted by the OCD Program Manager in case of extenuating circumstances.

21. SURVIVAL

The terms, conditions, representations, obligations and warranties set forth in this Agreement shall survive the termination or expiration of this Agreement.

PART II. FEDERAL, STATE AND LOCAL PROGRAM REQUIREMENTS

1. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. The City shall comply with all applicable uniform administrative requirements, as described in 24 CFR 570.502

2. PROCUREMENT STANDARDS

- A. In awarding contracts pursuant to this Agreement, the City shall comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the City shall comply with the requirements of the 24 CFR Part 85.36 relating to bonding, insurance and procurement standards; and with Executive Order 11246 and the regulations issued pursuant thereto (41 CFR Chapter 60) regarding nondiscrimination bid conditions for projects over \$25,000.
- B. The City agrees to submit copies of all contracts, agreements, plans, specifications and change orders related to the project to the County's Office of Community Development in a timely manner. No plan specification or change order shall be used or implemented if it increases the total project cost without approval from the Office of Community Development.
- C. The City shall make available to each contractor bidding on any activity under this Agreement a listing of minority business enterprises (MBEs).

3. ENVIRONMENTAL REVIEW

- A. The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58). The County shall require the City to furnish data, information and assistance for the County's review and assessment in fulfillment of the County's responsibilities under 24 CFR, Part 58.
- B. The City shall not proceed with the acquisition of real property, any construction activities, or commit any other choice limiting action under this Agreement until there is satisfaction of all applicable requirements of the National Environmental Policy Act.
- C. Other Environmental Compliance Requirements:

- (1) Historic Preservation. The City shall meet the historic preservation requirements of the National Historic Preservation Act of 1966 (Public Law 89-665) and the Archeological and Historic Preservation Act of 1974 (Public Law 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the regulations at 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR Part 58.
- (2) National Flood Insurance. The City shall not receive Community Development Block Grant funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) and 202 (a) of the Flood Disaster Protection Act of 1973 (42 USC 400(a) and 4106) and the regulations thereunder (44 CFR Chapter 1, Subchapter B, and 24 CFR, Section 570.605).
- (3) Air and Water Pollution. The City shall comply with the provisions of the Clean Air Act, as amended (42 USC Section [1857] 7401 et seq.) and the regulations issued thereunder (40 CFR Part 15) and the Water Pollution Act, 33 U.S.C. 1251 et. seq.
- (4) Lead-Based Paint Poisoning. Pursuant to 24 CFR, 570.608 the City shall comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35, subparts A,B,J,K, and R) issued pursuant to the Lead-Based Paint Poisoning Prevention Act, as amended, (42 USC Section 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) requiring prohibition of the use of lead-based paint whenever funds under this Agreement are used directly or indirectly for acquisition, construction, rehabilitation, or modernization; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.
- (5) Endangered Species Act. The City shall comply with the provisions of the Endangered Species Act of 1973, as amended (16 USC Section 1531 et seq.), particularly Section 7 of the regulations thereunder (50 CFR Part 402).

4. NONDISCRIMINATION

- A. General. The City shall comply with all federal, state and local laws prohibiting discrimination on the basis of race, color, national origin, religion, gender, familial status, age or disability. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 "as amended"; Civil Rights Act of 1964, Title VI (42 USC 2000d et seq.) and implementing regulations at 24 CFR 1; Civil Rights Act of 1968, Title VIII (42 USC 3601 et seq.); Executive Order 11063, as amended by Executive Order 12259; Executive Order 11246 and the regulations issued pursuant thereto (41 CFR Chapter 60); Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u); and Section 504 of the Rehabilitation Act of 1973, (29 USC 794); Americans With Disabilities Act (ADA) (42 USC 12101); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.). Specifically, the City is prohibited from taking any discriminatory actions defined in the HUD regulations at 24 CFR 570.602 and 24 CFR Part 6 and shall take such affirmative and corrective actions as required by the regulations at 24 CFR Part 6. These requirements are summarized in the following paragraphs:
- (1) Program Benefit. The City shall not discriminate against any resident of the project service area by denying benefit from or participation in any Block Grant funded activity on the basis of race, color, national origin, religion, gender, familial status, age or disability. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Section 109, Housing and Community Development Act of 1974; Age Discrimination Act 1975; Americans With Disabilities Act (ADA) (42 USC 12101); Section 504, Rehabilitation Act of 1973.)
 - (2) Fair Housing. The City shall take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the Federal Government. The City shall comply with the Civil Rights Act of 1964 (42 USC 2000(d) et. seq. and implementing regulations in 24 CFR part 1, and the Fair Housing Act 42 USC 3601 – 3620) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations in 24 CFR part 107.
 - (3) Employment.
 - (a) In all solicitations under this Agreement the City shall state that all qualified applicants will be considered for employment. The words, "Equal Opportunity Employer" in all advertisements shall constitute compliance with this Section.
 - (b) The City shall not discriminate against any employee or applicant for employment in connection with the Agreement because of, race,

color, national origin, religion, gender, familial status, age or disability except when there is a bona fide occupational limitation. The City shall not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Agreement unless it can be shown that the particular disability prevents the performance of the work involved. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. The City shall comply with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity); Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations) and the implementing regulations at 41 CFR chapter 60; and Section 504 of the Rehabilitation Act of 1973; Americans With Disabilities Act (ADA) (42 USC 12101); and the Age Discrimination Act of 1975.)

- (c) This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 170lu), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the funding approval.
- (4) Persons With Disabilities. As required by 24 CFR, Part 8.51 the City shall conduct a self-evaluation and take corrective action to ensure reasonable accommodation in programs and services to persons with disabilities. The City shall provide County with a completed self- evaluation checklist, in the form set forth in County's CDBG Procedures Manual.
- (5) Contractors and Suppliers
 - (a) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement shall discriminate in the sale of materials, equipment or labor on the basis of race, color, national origin, religion, gender, familial status, age or disability.. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement shall refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Agreement unless it can be shown that the particular disability prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting, transfer, layoff, termination,

pay rate, and advertisement for employment. (Executive Order 11246 as amended; and Section 504 of the Rehabilitation Act of 1973; and the Age Discrimination Act of 1975.)

- (b) To the greatest extent feasible, the City shall purchase supplies and services for activities under this Agreement from vendors and contractors whose businesses are located in the area served by the Block Grant funded activities or owned in substantial part by project area residents. (Section 3, Housing and Community Development Act of 1968, as amended.)

- B. In the event of noncompliance by the City with any nondiscrimination provisions of this Agreement, the County shall have the right in whole or in part to terminate this Agreement in accordance with Part I, Section 15.

5. PROPERTY MANAGEMENT

The City, as a subgrantee, agrees that any property, equipment, or supplies purchased wholly or in part with program funds shall be managed under the same guidelines applicable to the County, pursuant to 24 CFR Part 85.

6. LABOR STANDARDS

- A. The City shall require that project construction and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 276(a)-276(a)(5), and that they comply with the Copeland "Anti-Kickback" Act, as amended (40 U.S.C. 276(c) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) as further prescribed at 29 CFR Parts 1, 3, 5, 6 and 7; provided that this section shall not apply to rehabilitation of residential property designed for residential use by less than eight units.
- B. A copy of the current Davis-Bacon wages must be included in all construction bid specifications and/or contracts over \$2,000.
- C. If the Project constitutes a public work as defined in ORS 279C.840, unless the Project is otherwise exempt, City shall require and ensure that all of its agreements with and between contractors and subcontractors contain provisions:
 - (a) requiring compliance with ORS 279C.840;
 - (b) stating the existing state prevailing wage rate and, if applicable, the federal prevailing rate of wage required under the Davis bacon Act (40 U.S.C. 276a) that may be paid to workers in each trade or occupation required for public

works employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract;

(c) requiring that workers not be paid less than the specified minimum hourly rate of wage in accordance with ORS 279C.838;

(d) stating that a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided under ORS 279C.825 pursuant to the administrative rule of the commissioner; and

(e) requiring the contractor and every subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project unless exempt under ORS 279C.836(7) or (8).

7. ACQUISITION AND RELOCATION

A. Any acquisition of real property by a unit of government for any activity assisted under this Agreement shall comply with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 amended as Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (hereinafter referred to as the Uniform Relocation Act) (42 USC 4601 et seq.) and the Regulations at 24 CFR Part 42 as amended effective April 2, 1987.

B. Any displacement of persons, business, nonprofit organizations or farms as a result of acquisition of real property assisted under this Agreement shall comply with Title II of the Uniform Act and the regulations at 24 CFR Part 42. The City shall comply with the regulations pertaining to relocation at 24 CFR Section 570.606 and the Washington County CDBG Program Policies.

8. ARCHITECTURAL BARRIERS

Any building or facility designed constructed or altered with CDBG funds, and that meets the definition of a "residential structure" as defined in 24 CFR 40.2 or the definition of a "building" as defined in 41 CFR 101-19.602(a), shall comply with the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101.19.6, for general type buildings, and the provisions of the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA).

9. NONPARTICIPATION IN POLITICAL ACTIVITIES

The City shall comply with the provisions of the Hatch Act (5 USC Chapter 15).

10. NONSUBSTITUTION FOR LOCAL FUNDING

The Block Grant funding made available under this Agreement shall not be utilized by the City to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

11. PUBLIC INFORMATION

All written materials (reports, brochures, promotional or informational items), news releases, and other public notices produced by or for the City shall acknowledge the source of funding as being derived from the Department of Housing and Urban Development and provided through the Washington County Community Development Block Grant Program.

12. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

To the extent applicable to the City's acceptance and use of funds under this Agreement, the City shall comply with the policies, guidelines and Uniform Administrative Requirements of OMB Circulars A-87, a-110 (Implemented at 24 CFR part 84), A-122, A-133 (Implemented at 24 CFR part 45), and A-128 (Implemented at 24 CFR part 44). The applicable sections of 24 CFR Parts 84 and 85 are set forth at 24 CFR 570.502.

13. CERTIFICATION REGARDING LOBBYING

The City certifies, by affixing its authorized signature(s) to this agreement that, to the best of the City's knowledge and belief:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the entering into this cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this cooperative agreement.

- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (Available through the Office of Community Development.)
- C. The City shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

14. CERTIFICATION REGARDING USE OF EXCESSIVE FORCE

The City in accordance with Section 519 of Public Law 101-144, 1990 HUD Appropriations Act, certifies by affixing its authorized signature(s) to this agreement that the City will not use excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

15. ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS

The City shall comply with the provisions in 24 CFR 570.613 pertaining to the eligibility restrictions for certain newly legalized aliens described in 24 CFR part 49.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

The City agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate federal agency, and to make available all information required by any such evaluation process.

2. AUDITS AND INSPECTIONS

A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the County, federal or state officials so authorized by law during the performance of this Agreement and during the period of records retention specified in this Part III at paragraph 4.

B. The City shall be responsible for meeting the audit requirements established in the U.S. Office of Management and Budget Circular A-133. Upon request of the County's Office of Community Development, the City shall be required to provide audit information relative to any project or activity funded under the terms of this Agreement.

3. RECORDS

In the event the City sponsors multiple projects, each project shall be maintained under a separate file system and kept in a manner recommended by the County. As required by HUD regulations, the City shall compile and maintain records as indicated:

A. Financial Management - Such records shall identify adequately the source and application of funds for activities within this Agreement in accordance with the provisions of 24 CFR Part 85.20. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded Block Grant projects.

C. Relocation - City recordkeeping must comply with the Uniform Act implementing regulations at 24 CFR Part 42. Indication of the overall status of the relocation workload and separate relocation record for each person, business, organization, and farm operation displaced or in the relocation workload must be kept.

D. Real Property Acquisition

1. If the City acquires real property by exercising its power of eminent domain, City acquisition files must contain the following records:

- (a) Identification of property and property owners.
- (b) Official Determination to Acquire - A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable CDBG project number.
- (c) Notice of Intent to Acquire the Property - A copy of the notice (including owner's rights), citation of the date of transmittal to owner, and evidence of receipt by the owner. If tenants are involved, then a general notice must also be issued to all affected tenants.
- (d) Preliminary Acquisition Notice - A citation of the date of transmittal to the owner and evidence of receipt by owner.
- (e) Invitation to Accompany Appraiser - Evidence that owner was invited to accompany each appraiser on his inspection of the property.
- (f) Appraisal Reports - A copy of each appraisal report, including reviewer's report, on which determination of just compensation was based.
- (g) Determination of Just Compensation - A copy of the resolution, certification, motion or other document constituting the determination of just compensation.
- (h) Purchase Offer - A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner. This date is the initiation of negotiations and triggers the relocation requirement of making a "Notice of Displacement".
- (i) Statement of the Basis for the Determination of Just Compensation - A copy of the statement and an indication that it was delivered to the owner with written purchase offer.

- (j) Purchase Agreement, copy of recorded Deed, Declaration of Taking, Title Report, Title exceptions - A copy of each such document and any similar or related document utilized in conveyance.
- (k) Settlement Cost Reporting Statement - A signed copy of the statement.
- (l) Purchase Price Receipt - Evidence of owner receipt of purchase price payment.
- (m) Copy of any appeal or complaint and City response.

2. If the City opts not to exercise its power of eminent domain and acquires real property through voluntary acquisition, City acquisition files must contain the following records:

- (a) Identification of property and property owners.
- (b) Letter sent to Seller (prior to City making an offer on the property) which states:
 1. Federal CDBG funds may be used on this project.
 2. The Buyer has the power of eminent domain but will not use its power of eminent domain to purchase the property.
 3. Seller is not eligible for benefits under the URA under this type of voluntary acquisition.
 4. The current appraised value of the property, or other indication of fair market value approved in advance by the County.

The seller must sign, date, and return the letter, thus documenting receipt.

- (c) Appraisal Reports - A copy of each appraisal report, including reviewer's report, on which determination of just compensation was based.
- (d) Purchase Agreement, copy of recorded Deed, Declaration of Taking, Title Report, Title exceptions - A copy of each such document and any similar or related document utilized in conveyance.
- (e) Purchase of Price Receipt - Evidence of owner receipt of purchase price payment.
- (f) Either:
 1. Documentation that no tenants were affected by the sale; or
 2. Copy of General Information Notices sent to tenants and evidence of delivery of said notices.

(g) Evidence that the property is not part of a designated project area where substantially all the properties in the area will be purchased within a specified timeframe. The documentation must also show that the City does not require a specific site for the program or activity; instead, the documentation must show that the City is willing to consider alternative sites.

- E. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefitted from, the activities carried out under this Agreement. The City shall also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- F. Labor Standards - Records shall be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR Part 570.605.
- G. Miscellaneous Records - The City shall maintain such other records as may be required by the County and/or HUD.

4. RETENTION OF RECORDS

As required in 24 CFR 85.42, required records shall be retained for a period of four (4) years following the date of the submission of the final grantee performance report in which the activity is covered, except as follows:

- A. Records that are the subject of audit findings shall be retained for four (4) years or until such audit findings have been resolved, whichever is later.
- B. Records for Real Property and Equipment shall be retained for four (4) years after its final disposition. The retention period starts from the date of disposition, replacement, or transfer at the direction of the County. Equipment is defined in 24 CFR Part 85.32 and real property is defined in 24 CFR Part 570.505.
- C. Records for any displaced person shall be retained for four (4) years after such person has received final payment.

5. ACCESS TO RECORDS

As required in 24 CFR 85.42(e), for so long as records are retained by the Agency, the County, The Comptroller General of the United States, or any of their

authorized representatives shall have the right of access to any pertinent books, documents, papers, or other records of Agency which are pertinent to this Agreement in order to make audits, examinations, excerpts and transcripts.

PART IV. SPECIAL CONDITIONS

1. The City shall execute this agreement no later than 30 days following the date of the County's letter of transmittal.
2. The City shall make available to the County's Office of Community Development, a draft copy of the Bid Specifications (including drawings, if applicable). At a minimum, the draft specifications shall include: the date of bid solicitation; date of bid opening or final date of phone solicitations, as applicable; proposed work activities; and anticipated award date. In addition, the City will provide a written construction cost estimate and a projected start of construction.
3. After the Pre-construction Conference, the City shall make available to the Office of Community Development a copy of the following documents: Final Bid Specifications (including drawings, if applicable); all signed contract documents between the City and the Contractor; the City's Notice to Proceed; all required bonds obtained by the contractor; and a projected schedule for each of the activities.
4. In accordance with Part I, Paragraph 1.B., the following covenants are deemed not applicable and are expressly deleted:

PART V: EXHIBITS

- A. Project Description, Scope of Activities and Anticipated Accomplishments
- B. Authorized Signature Card
- C. Budget Summary

PROJECT DESCRIPTION, SCOPE OF ACTIVITIES
AND ANTICIPATED ACCOMPLISHMENTS
2014-2015 CDBG Program Year

- I. Federal Award Information
 - A. Federal Award Number: B-14-UC-41-0002
 - B. CFDA #: 14.218
 - C. Amount of Federal Funds: See III.E. below

The Federal Award Information shown above must be passed on to any subaward made under this contract.

- II. Washington County Project Number and Title:

CDBG Project #6110, City of Tigard, Sidewalk In-fill - N Dakota & 95th Ave

- III. Description of: Project, Activities, Anticipated Accomplishments, Low and Moderate or Other Target Group Beneficiaries.

- A. Nature and Purpose of the Project:

The project will construct 800 feet of 'missing link' sidewalk along North Dakota St and 95th Ave connecting a large neighborhood's pedestrian traffic to Greenburg Rd. Most of the streets in this portion of the neighborhood have adequate sidewalks; however, there are two key gaps at North Dakota St and 95th Ave's intersection with Greenburg Rd. Both streets are the main ways into and out of this neighborhood, yet they lack sidewalks right where pedestrian and traffic volumes are highest. Because this is such an important neighborhood connection, people need to walk along these streets to get to jobs, transit, school bus routes, basic services, and the rest of the community. This means they have to risk walking in the narrow travel lanes of a road used by over a thousand cars a day. The hill on 95th Avenue creates an even more dangerous path for cars and pedestrians to have to access in order to reach Greenburg Road.

- B. Proposed Location or Impact Area(s):

North Dakota and 95th Avenue, Tigard

- C. Duration/Timing of the Project:

July 1, 2014 - June 30, 2015

- D. Number of Low and Moderate Income or Target Group Beneficiaries:

722 Low/Moderate income Individuals

E. Component Activities (CDBG vs. Others):

CDBG = \$200,000 Agency = \$30,000

F. Quantitative Projections for CDBG Component Activities (in units, linear feet, square feet, etc.) for all acquisitions, construction, reconstruction, rehabilitation, etc.:

CDBG funds will be used for acquisition of adjacent land not currently in the public right-of-way (as needed), professional services, and construction costs associated with the project.

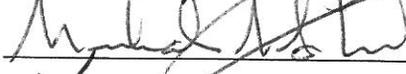
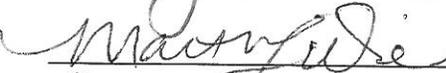
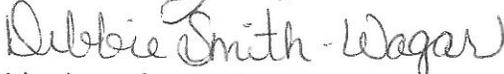
Project No. 95045
Project Year Funded 2015

AUTHORIZATION SIGNATURE CARD

Project Name Sidewalk In-fill - N Dakota & 95th Avenue
Applicant's Name City of Tigard
Address 13125 SW Hall Blvd.
City, State, Zip Tigard, OR 97223
Telephone Number 503.718.2462

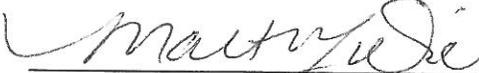
SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document

NAME	SIGNATURE
<u>Mike McCarthy</u>	<u></u>
<u>Mike Stone</u>	<u></u>
<u>Kim McMillian</u>	<u></u>
<u>Toby LaFrance</u>	<u></u>
<u>Marty Wine</u>	<u></u>
<u>Debbie Smith-Wagar</u>	<u></u>

I certify that the signatures above are of the individuals authorized to execute financial documents.

4/2/2014
Date


Signature of Authorized Official
City Manager
Title of Authorized Official

Budget Summary (2 page form - see Excel tabs)

Project Title: Tigard Sidewalk Infill: North Dakota St and 95th Ave to Greenburg Rd
Legal Name of Entity: City of Tigard
Address: 13125 SW Hall Blvd City: Tigard State: OR Zip: 97223

I. BUDGET LINE ITEMS:

A. Personnel Services

1. No. of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to CDBG
1	Senior Project Engineer	\$10,000.00	
1	Engineering Technician 1	\$10,000.00	
1	Senior Engineering Technician	\$10,000.00	
5. Subtotal		\$30,000.00	
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$30,000.00	\$0.00
B. Materials and Supplies		Materials and Services	Portion Chargeable to CDBG
9. Office Supplies			
10. Operating Supplies			
11. Communications			
12. Travel and Training			
13. Legal & Public Notices		\$2,000.00	\$2,000.00
14. Professional Services		\$50,000.00	\$50,000.00
15. Construction Contracts		\$115,000.00	\$115,000.00
16. Other (specify): <u>Permits and Fees</u>		\$3,000.00	\$3,000.00
17. TOTAL MATERIALS AND SERVICES		\$170,000.00	\$170,000.00

C. CAPITAL OUTLAY	Total Capital Outlay	Portion Chargeable to CDBG
18. Capital Outlay: Quantity Item		
19. Real Property Acquisition	\$30,000.00	\$30,000.00
20. TOTAL CAPITAL OUTLAY	\$30,000.00	\$30,000.00
	21. Total Project Cost	22. Total CDBG Award
	\$230,000.00	\$200,000.00
II. SOURCES OF PROJECT FUNDING		
1. Federal		
2. State		
3. Local Cash		
4. County		
5. In-Kind Service and Supply	\$30,000.00	
6. Other (specify): _____		
7. Subtotal	\$30,000.00	
8. Community Development Block Grant	\$200,000.00	
9. TOTAL PROJECT COST	\$230,000.00	

III. AUTHORIZATION

4/2/14
Date

[Signature]
Authorized Signature for Project

4-2-14
Date

[Signature]
Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Washington County Office of Community Development on

Aug 29, 2014 by Jennie H. Proctor
Signature

AIS-1866

2.

Business Meeting

Meeting Date: 10/14/2014

Length (in minutes): 15 Minutes

Agenda Title: Briefing on a MOU Regarding Tigard's Participation in the Master Planning Process for the Willamette River Water Treatment Plant

Prepared For: John Goodrich **Submitted By:** John Goodrich, Public Works

Item Type: Update, Discussion, Direct Staff **Meeting Type:** Council Business Mtg - Study Sess.

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Staff will brief the council on a memorandum of understanding (MOU) with Tualatin Valley Water District (TVWD) regarding Tigard's participation in the master planning process for the Willamette River Water Treatment Plant.

STAFF RECOMMENDATION / ACTION REQUEST

No action is requested; the council will be asked to formally consider the MOU at a future meeting.

KEY FACTS AND INFORMATION SUMMARY

Tigard is currently investigating several Willamette River supply routing options in the context of its long-term water source planning. All of these supply options are dependent on available capacity at the Willamette River Water Treatment Plant.

In the last two years, several items have come before the council related to the development of a Willamette River water supply in conjunction with the Willamette River Water Supply Program initiated by TVWD and the City of Hillsboro. This regional water supply program seeks to develop additional treatment capacity at the Willamette River Water Treatment Plant and deliver this additional capacity to TVWD and Hillsboro water customers. In order to plan

for this additional capacity, TVWD needs to update the 2006 master plan for the lower treatment plant and develop a master plan for the proposed upper plant. The attached MOU would include Tigard in these master planning efforts.

Under the MOU, Tigard would pay for a proportionate share to participate and have the city's interests represented in the master planning process. Tigard's cost share allocation will be based on a 5-million-gallons-per-day capacity. In the proposed scope of work—and of particular interest to Tigard—is information on water treatment plant expansion scenarios and project phasing to meet demands.

Participation in the master planning process does not guarantee capacity in any future water treatment plant expansion or facilities even if Tigard voters approve use of the Willamette. It will document Tigard's future capacity and expansion needs for the next 20-30 years. The cities of Beaverton, Wilsonville, Sherwood and Hillsboro are also considering separate MOUs regarding participation and cost sharing in the master planning effort.

The city attorney's office is reviewing the MOU.

Background

- City of Tigard is a member of the Willamette River Water Coalition (WRWC) along with three other agencies—the Cities of Tualatin and Sherwood, and the TVWD.
- The WRWC has approximately 130 million gallons per day (mgd) in water rights on the Willamette River.
- Via the WRWC, 25 mgd of these water rights are allocated to Tigard.
- Tigard, along with the Cities of Beaverton and Tualatin, has signed joinder agreements with TVWD and City of Hillsboro to participate in the preliminary design of the Willamette River Water Supply Program.

OTHER ALTERNATIVES

Council could:

- Elect not to consider authorizing the mayor to sign the MOU; this would eliminate Tigard's participation in the master planning efforts and would affect Tigard's participation in the future expansion of the water treatment plant.
- Propose changes and direct staff to attempt to re-negotiate the MOU.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

Tigard City Council - Proposed Goals and Milestones, September 2013 - December 2014

Develop Willamette River Water Sources

- *Continue to consider other sources: Sherwood, TVWD (studies)*
- *Develop "roadmap" for Tigard's future water decisions through 2026*

DATES OF PREVIOUS CONSIDERATION

This is the first time this MOU has come before the council.

The council has considered other matters related to the Willamette River Water Supply Program. On April 8, 2014, the council authorized a joinder agreement formalizing the city's participation in the preliminary design of the TVWD/Hillsboro Water Supply Program and limited Tigard's financial contribution to \$100,000. This financial contribution did not include the cost associated with the master planning efforts outlined in the current MOU.

Fiscal Impact

Cost: Up to \$50,000

Budgeted (yes or no): No

Where Budgeted (department/program): Water

Additional Fiscal Notes:

Total master planning costs are approximately \$500,000 and will be divided among participants proportionately based on an asset allocation table. Tigard's cost share is yet to be determined, but preliminary estimates place the number around \$25,000. Staff will not exceed \$50,000 without further discussion with council.

It is not clear when the city's cost share would be due. If the cost falls within the current fiscal year, there are sufficient funds in the water fund to cover the expenditure. If the costs fall within fiscal year 2015-2016, staff will budget accordingly.

Attachments

Willamette River Water Treatment Plant Master Plan MOU

Exhibit A Scope of Services for the Willamette River Water Treatment Plant Master Plan

Exhibit B Cost Share for the Willamette River Water Treatment Plant Master Plan

Willamette River Water Treatment Plant Master Plan Objectives

Willamette River Water Treatment Plant Master Plan Cost Share Analysis

MEMORANDUM OF UNDERSTANDING

WATER MASTER PLAN

This Memorandum of Understanding (MOU) is effective this ____ day of September, 2014 by and between Tualatin Valley Water District, a domestic water supply district organized under ORS Chapter 264 (TVWD) and the City of Tigard, an Oregon municipal corporation, (Tigard).

RECITALS

TVWD, the City of Wilsonville (Wilsonville) and the City of Sherwood (Sherwood) own varied interests in land, water rights, water system assets and capacity in water system assets as part of the existing Willamette River Water Treatment Plant (WRWTP) in Wilsonville.

The existing WRWTP (Lower Plant) was designed to be expanded from its current capacity to produce not less than 70 million gallons per day. The real property owned by TVWD and Wilsonville upon which the Lower Plant is situated could accommodate a second water treatment plant (Upper Plant) but it would be at a higher outlet Mean Sea Level elevation than the Lower Plant. The quantity of finished drinking water that could be produced by the Upper Plant is not less than an additional 50 million gallons per day.

TVWD, Wilsonville and Sherwood have been engaged in discussions with the Cities of Beaverton, Hillsboro, Tigard and Tualatin regarding planning and evaluation of use of the Willamette River to meet future water supply demands, evaluation of existing water system assets including the Lower Plant and future water system assets such as the Upper Plant, and discussion concerning ownership, governance and operation of the Lower and Upper Plants in the event that one or more of the Parties determine it is appropriate to enter into an agreement or agreements to share the water supply system assets. Whether an entity would obtain finished water from the Lower Plant or Upper Plant is determined primarily by elevation and water pressure.

A Master Plan for the WRWTP was completed in December, 2006. In order to facilitate the evaluation of existing and planning for future water system facilities, and to assist in future decision making by the above named entities, TVWD is prepared to solicit and negotiate a contract with a Consultant to update the Master Plan for the Lower Plant and develop a Master Plan for the proposed Upper Plant (collectively referenced hereinafter as the “Master Plan”).

Tigard recognizes value in participating in the Master Plan process and has participated in development of a mutually agreeable work scope with TVWD for inclusion in the work scope with the selected Consultant.

The Parties desire to enter into this MOU regarding development of the Master Plan and sharing of costs.

Based upon the foregoing, the Parties agree as follows:

AGREEMENT

1. RECITALS

The Recitals above are incorporated into and made part of this MOU.

2. WATER TREATMENT PLANT MASTER PLAN

Using its standard purchasing processes, TVWD will undertake a Request for Qualification process to select a Consultant to prepare a Master Plan to complete the tasks set forth on Ex A attached hereto and incorporated herein by reference.

3. COMMITMENT OF TIGARD

The City of Tigard desires to participate in the cost of developing the Master Plan to assist in determining options for firm, interruptible or emergency water supply, evaluating existing, expanded and future facilities, and developing data for use in Tigard's separate water system planning, Water Management and Conservation Plans and capital improvement plans. With respect to developing the Master Plan, Tigard agrees its participation may be assumed for the sole purpose of allocating the cost of the tasks set forth on Exhibit A, attached hereto and incorporated by reference as if fully set forth herein, subject to the limitations of this paragraph and paragraph 8 below.

4. MASTER PLAN SHARE CALCULATION

TVWD and Tigard agree that the estimated Master Plan Share Calculation, set forth in percentage amounts on Exhibit B attached hereto and incorporated herewith by reference as if fully set forth is based on existing participation in the WRWTP and assumptions regarding potential participation in the expansion of Lower Site Assets, creation and expansion of Upper Site Assets and Other Assets that may be necessary to allow the Lower Site and Upper Site to operate as an integrated facility for the benefit of all as ultimately determined under separate Agreements currently under negotiation. Upon selection of the consultant and negotiation of a final scope of work and budget, Tigard and TVWD agree to revise Exhibit B to show the final proportionate cost shares of TVWD and Tigard. Tigard agrees to pay TVWD for Tigard's proportionate share of the Master Plan cost according to the final shares assigned on amended Exhibit B, subject to Tigard's option to withdraw as provided in Section 8 below.

5. PAYMENT

5.1 Upon receipt of an invoice from Consultant, TVWD will review and determine whether the amount claimed is justified. TVWD will make payment to Consultant of all undisputed amounts. If an amount is disputed, TVWD will follow procedures in the contract with the Consultant to resolve the issue. Upon receiving the invoice, TVWD will forward a copy to Tigard and consult with Tigard regarding any disputed amounts.

5.2 For all amounts paid by TVWD to Consultant, TVWD will create an invoice to Tigard that allocates the proportionate share of the work performed by Consultant according to the Tasks and percentage participation set forth on Exhibits A and B. Tigard will pay TVWD within 30 days following receipt of invoice.

6. COOPERATION

Tigard agrees to provide information reasonably requested by TVWD or Consultant in a timely manner to enable the Consultant to perform the Tasks and Work Scope. The agreement between TVWD and the Consultant will include a non-disclosure and confidentially provision(s) that requires TVWD and Consultant to prevent the disclosure of information provided by Tigard if Tigard reasonably believes that the information is exempt from disclosure under the Oregon Public Records Law. Tigard shall also designate a Project Representative to respond to requests for information.

7. PROJECT MANAGER AND PROJECT REPRESENTATIVES

TVWD designates Todd Perimon as Project Manager for the Master Plan who will be the point of contact with Consultant. Tigard designates John Goodrich as its Project Representative to be the point of contact for the Project Manager and Consultant. Other entities who sign an MOU with TVWD to share in the cost Master Plan will also each appoint a Project Representative. Project Manager shall convene meetings of all Project Representatives at mutually agreed times and places and at intervals appropriate to keep Project Representative informed of the status of consultant selection, negotiations of the scope of work and budget, and to allow the Project Manager to direct the Consultant in performance of the work. Tigard may change its Project Representative at any time upon notice to the Project Manager.

8. SELECTION OF CONSULTANT

8.1 Following receipt of responses to the Request for Qualification issued as described in Paragraph 3, the Project Manager and the Project Representatives from each participating entity shall constitute the Evaluation Committee for purposes of evaluating the Consultant Qualifications and recommending the Consultant for contract award.

8.2 When the recommended consultant has been approved based upon the evaluation and scoring criteria, the Project Manager shall negotiate a proposed final scope of work and budget for preparation of the Master Plan.

8.3.1 At least ten working days prior to award and execution of the contract, the Project Manager shall provide the proposed final scope of work and budget, as negotiated with the selected Consultant, and the final cost share to the Project Representative's for approval.

8.3.2 Each Project Representative will have seven working days from receipt of the final scope of work and budget to take whatever steps are needed to determine whether to authorize continued participation in the cost of the Master Plan. The Project Representative will advise the Project Manager whether Tigard will participate as set forth in the final scope of work and cost share, or will withdraw from this MOU.

8.3.3 Exhibits A and B to this MOU may be modified, as necessary, to account for the final decision by Tigard. The Project Manager and Project Representatives will jointly review and may approve revised Exhibits A and B without further action by the governing body of either.

9. DISCLAIMER

The Parties agree that nothing herein or the Tasks or allocation of cost participation as set forth on Exhibits A and B create a binding obligation or commitment by Tigard to participate in the acquisition, design, construction or use of the subject water system assets. The tasks and cost allocations are set forth only for development of a Master Plan to provide preliminary information for evaluation by the Parties as they analyze future water supply options.

10. DEFAULT

10.1. Event of Default. The failure of a Party to perform any duty imposed upon it by this MOU shall constitute a default.

10.2. Notice of Default. The non-defaulting Party shall have the right to give the defaulting Party a written notice of default, which shall describe the default in reasonable detail and state the date by which the default must be cured, which date shall be at least 60 days after receipt of the notice of default, except in the case of a failure to make full payment, in which case the date shall be 30 days after receipt of the notice of default.

10.3. Opportunity to Cure. If defaulting Party cures the default, or if the failure is one (other than the failure to make full payments) that cannot in good faith be corrected within such period and the defaulting Party begins to correct the default

within the applicable period of Section 11.2 and continues corrective efforts with reasonable diligence until a cure is effected, the notice of default shall be inoperative, and the defaulting Party shall lose no rights under this MOU. If, within the specified period, the defaulting Party does not cure the default or begin to cure the default as provided above, the non-defaulting Party at the expiration of the applicable period shall have the rights specified in Section 11.4

- 10.4. Rights Upon Default. If the defaulting Party has not cured the default, it shall have no rights under this MOU until the default has been cured. In addition, the non-defaulting Party may pursue any other remedy available at law or in equity against the defaulting Party subject to the dispute resolution procedures of Section 11.16.
- 10.5. Reallocation. If another entity enters into an MOU with TVWD for the tasks described in Exhibit A and the cost shares described in Exhibit B and the MOU is terminated for default, TVWD and Tigard agree that each party's proportionate cost shares may need to be adjusted address the amount the terminated entity was obligated to pay, unless TVWD and Tigard otherwise agree. In such event, TVWD shall convene all Project Representatives to discuss and agree upon reallocation of costs and/or reduction in the Consultant's Work Scope.

11. GENERAL PROVISIONS

- 11.1. Future Agreements. The Parties acknowledge that the terms and conditions of this MOU may be superseded or replaced by subsequent agreement. Separate Agreement(s) will be negotiated to provide for construction, ownership, governance, operation, maintenance, repair, replacement and expansion of the WRWTP with respect to their respective service areas. Nothing in this MOU commits a Party to participate in other Agreements.
- 11.2. Instruments of Further Assurance. From time to time, at the request of either Party, each Party shall, without further consideration, execute and deliver such further instruments and shall take such further action as may be reasonably required to fully effectuate the purposes of this Agreement consistent with its terms.
- 11.3. Assignment. Neither Party to this MOU may assign its interest in this MOU (or any portion thereof) without the prior written consent of the other Party.

or limit the Party's right thereafter to enforce any provision or exercise any right.

- 11.10. Force Majeure. The obligations of a Party, other than the payment of money, shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseen, foreseeable or unforeseeable, beyond the Party's reasonable control if the Party is making a good faith effort to resolve or avoid the cause, including without limitation labor disputes (however arising and whether or not employee demands are reasonable or within the power of the Party to grant); acts of God, laws, regulations, orders, proclamations, instructions or requests of any non-party government or governmental entity; judgments or orders of any court; inability to obtain on reasonably acceptable terms any public or private license, permit or other authorization; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of federal, state, or local environmental standards; acts of war or condition arising out of or attributable to war, whether declared or undeclared; riot, civil strife, insurrection or rebellion, fire, explosion, earthquake, storm, flood, sinkholes, drought or other adverse weather conditions; delay or failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors' or subcontractors' shortage of, or inability to obtain, labor, transportation, materials, machinery, equipment, supplies, utilities or services; accidents, breakdown of equipment, machinery or facilities, or any other cause whether similar or dissimilar to the foregoing, provided that the affected Party shall give notice to the other Party within 10 business days of the suspension of performance, stating in such notice the nature of the suspension, the reasons for the suspension and the expected duration of the suspension. The affected Party shall resume performance as soon as reasonably possible.
- 11.11. Implied Covenants. The Parties agree that in construing this MOU, no covenants shall be implied between the Parties except the covenants of good faith and fair dealing.
- 11.12. Governing Law. This MOU shall be governed by and interpreted in accordance with the internal laws of the State of Oregon.
- 11.13. Remedies Not Exclusive. Each and every power and remedy specifically given to the non-defaulting Parties shall be in addition to every other power and remedy now or hereafter available at law or in equity (including the right to specific performance), and each and every power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient. All such powers and remedies shall be cumulative, and the exercise of one shall not be

deemed a waiver of the right to exercise any other or others. No delay or omission in the exercise of any such power or remedy and no renewal or extension of any payments due under this MOU shall impair any such power or remedy or shall be construed to be a waiver of any default.

11.14. Survival of Terms and Conditions. The provisions of this Agreement shall survive its termination to the full extent necessary for their enforcement and the protection of the Party in whose favor they run.

11.15. Time is of the Essence. A material consideration of the Parties entering into this MOU is that the Parties will make all payments as and when due and will perform all other obligations under this MOU in a timely manner. Time is of the essence of each and every provision of this Agreement.

11.16. Dispute Resolution. The Parties hereby agree that resolution of any and all disputes arising out of the terms of this MOU or interpretation thereof shall follow a prescribed process beginning with negotiation and subsequently moving to mediation, provided the dispute remains unresolved. If a dispute arises between the parties regarding this Agreement, the parties shall follow the dispute resolution provisions below:

11.16.1. Written Notice. A written notice regarding the dispute (Dispute Notice) shall be sent to the other party.

11.16.2. Negotiations. Within thirty (30) days following receipt of the Dispute Notice, the parties to the dispute (“Disputing Parties”) shall assign a representative to participate in good faith negotiations for a period not to exceed sixty (60) days after appointment of the representatives.

11.16.3. Mediation. If after the sixty (60) day period of negotiation (or a period not to exceed ninety (90) days following the receipt date of the Dispute Notice), the dispute(s) cannot be resolved, the Disputing Parties agree to submit the matter to non-binding mediation. The Disputing Parties shall attempt to agree on a mediator in a period not to exceed one hundred twenty (120) days following the receipt date of the Dispute Notice and proceed accordingly.

11.16.4. Litigation. If the Parties cannot agree on a mediator within the allocated time, or if the mediator cannot resolve the dispute(s) within one hundred

eighty (180) days following the receipt date of the Dispute Notice, either of the Disputing Parties may avail itself of the remedies provided for herein. Moreover, each of the Disputing Parties shall bear its own legal and expert witness fees at all stages of the dispute resolution process, including at trial or on any appeals. In addition, nothing shall prevent the Disputing Parties from waiving any of the dispute resolution steps by mutual consent.

11.17. Term. This MOU shall be in effect until the latter of completion of the Master Plan by Consultant and acceptance by TVWD and Tigard or June 30, 2016.

THE UNDERSIGNED, PURSUANT TO AUTHORIZATION FROM THE GOVERNING BODY, HEREBY EXECUTES THIS MEMORANDUM OF UNDERSTANDING ON BEHALF OF HIS/HER RESPECTIVE ENTITY.

CITY OF TIGARD

TUALATIN VALLEY WATER DISTRICT

An Oregon Municipal Corporation

A Domestic Water Supply District

Its _____

Chief Executive Officer

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney

District Counsel

EXHIBIT A

RFQ NO. TVWD-082014

SCOPE OF SERVICES

This section contains a brief outline of the required project scope of services associated with the Willamette River Water Treatment Plant (WRWTP) 2015 Master Plan Update. It is not intended to be a complete list of all work activities required to complete the work but is intended to highlight some of the key elements of work that will need to be included in the consultant's complete scope of services. The Scope of tasks differ for the Upper WRWTP site and the Lower WRWTP site as outlined below.

Project Tasks

Task 1 – Project Management

- 1.1. Provide project management services for master planning and subsequent tasks.
- 1.2. Provide monthly billing invoices. Monthly invoices shall include a detailed breakdown of staff member hours billed by task and subtask. Include a summary of expenditures to date, percentage complete by task and subtask, budget amount remaining, and earned value per task and subtask. Include a cost loaded project schedule, anticipated spending curve with graphical spending to date, cost performance index and schedule performance index.
- 1.3. Provide project summary reports on a monthly basis. Monthly project reports should include an overview of the past month's activities, identification of upcoming project activities and milestones, outstanding issues, a financial summary table, updated schedule and the spending curve from Task 1.2.
- 1.4. Coordinate with the Tualatin Valley Water District (TVWD) project manager on a regular basis to discuss the status and progress of various work activities and overall completion of various work elements. Provide weekly status meetings by phone and one in person meeting every third meeting.
- 1.5. Provide agenda and minutes for all meetings held.
- 1.6. Manage the project to ensure efficient and coordinated completion of various design tasks and getting District input where needed to facilitate moving the project along in a timely manner. Develop a schedule that incorporates all key design and permit related activities and submittals. Provide updates to project schedule as needed, and monthly at a minimum. Cost load schedule and include plot of anticipated and actual expenditures with monthly reports per Task 1.3.

- 1.7. Implement quality assurance and quality control measures for all aspects of the work.
- 1.8. Document decisions as they occur during the progression of the work. Maintain a decision log throughout the project.
- 1.9. Maintain a risk register and identify potential project risks with coordination with the District and the WTP Partners.
- 1.10. Implement additional project controls as required for complete management of the work.
- 1.11. Provide updated project schedule in Gantt format to the District's project manager on a monthly basis, or more frequently if the project schedule is substantially delayed or shifted.
- 1.12. Coordinate, track, and implement District design review comments.
- 1.13. Facilitate monthly coordination meetings with representatives of the WRWTP Master Plan Participants. Topics shall include current and upcoming issues, project progress, overview of change management and general project coordination.
- 1.14. Identify project stakeholders, solicit input, track and address project stakeholder issues and concerns.
- 1.15. Direct and coordinate the work of all subconsultants.

Task 2 – Evaluate and Inventory Existing Facilities and Compile Existing Studies

- 2.1. Provide overview of all current facilities and treatment processes utilized at the treatment plant. Outline facility inventory including raw water intake structures, site piping, treatment plant, finished water storage, and finished water transmission components. Specifically highlight facilities, structures, or appurtenances that have been added since the completion of the 2006 Master Plan.
- 2.2. Prepare a scaled map of the Lower site existing facilities, including but not limited to raw water intake structures, site piping, treatment plant buildings and structures, water storage, and transmission and pump facilities. Also include important site features such as vehicular and pedestrian facilities, park facilities adjacent to the existing treatment plant, and approximate property lines. Include environmental features including any streams, wetlands and buffers. Delineate environmental areas using appropriate field identification methods by qualified personnel. Specifically highlight facilities or structures on the map that have been added since the completion of the 2006 Master Plan.
- 2.3. Prepare a scaled map of the Upper site, including but not limited to site topography, property boundaries and easements, environmental features including any streams, wetlands and buffers. Delineate environmental areas using appropriate field identification methods by qualified personnel. Extents of the map shall extend to provide a continuous topographic and feature map with that prepared under Task 2.2.
- 2.4. Provide overview of operational performance measures, which shall include but is not limited to raw water flow rates, daily production rates, electrical usage, chemical usage, sludge production, sand loss, settled water, filtered water and finished water turbidity, ozone disinfection performance, filter production efficiency, and clearwell disinfection. Provide tabular comparison to data presented in Table 3.1 of the 2006 Master Plan.
- 2.5. Provide capacity analysis of existing facilities including the current capacity of each individual component within the treatment process train. For each major plant component, evaluate both the maximum process capacity as measured by hydraulic flow and the size or rate controlling design criteria. Provide tabular comparison to data presented in Tables 3-2a and 3-2b of the 2006 Master Plan. Include a summary analysis of the unit process capacities to assist in determining the next logical expansion capacity of the Lower site.
- 2.6. Compile and provide a summary of existing studies, annual reports and other documents related to WTP performance, raw water quality, and any documents relative to the WTP Master Planning.

Task 3 – Historical Water Quality and Regulatory Compliance

- 3.1. Document local, regional and national standards and evaluate regulatory compliance alternatives for using ozone as a primary disinfectant. Coordinate with regulators and determine feasibility, potential acceptability and rule making process for using ozone as a primary disinfectant.
- 3.2. Evaluate chlorine CT compliance point alternatives. Coordinate with regulators and make recommendations on potential compliance points. This task applies to the Upper site only.
- 3.3. Identify and tabulate existing water quality production goals, from the existing Lower Site WTP operations contract and compare to existing and potential future regulatory limits. Compile historic performance, including probability distributions of raw & finished water turbidity, TOC, and finished water chlorine residual. Compile and tabulate available finished water DBP data.

Task 4 – Treatment Technology Review

- 4.1. Research, review and summarize innovations to existing treatment technologies. Research, review and summarize emerging treatment technologies. Provide a presentation to staff which overviews innovations and emerging technologies researched and reviewed under this subtask.
- 4.2. Identify current and future technologies and summarize applicability of technologies to current treatment, potential contaminants of emerging concern (CECs), pharmaceutical and personal care products (PPCPs) and algal toxins. Provide a technical memorandum summarizing anticipated effectiveness of each technology on CECs, PPCPs and algal toxins. This subtask applies to the Upper site only.
- 4.3. Evaluate UV and H₂O₂, AOP and other potential treatment approaches that could be utilized at the Upper site. Evaluate anticipated effectiveness and summarize local availability of treatment chemicals and materials for each process. Recommend a long-term disinfection strategy. Strategy should address potential regulatory changes which will require treatment of emerging contaminants in the future.

Task 5 – Raw Water Sampling

- 5.1. Compile historical raw water sampling data. Update Comparison of Regulatory and Contract Sampling Frequencies Table 4-1 and Summary of Raw Water Quality Table 4-2, from the 2006 Master Plan.
- 5.2. Evaluate applicability of existing raw water sampling program to the Upper site treatment train. Develop recommendations for sampling program at the Upper site.

- 5.3. Research and identify likely CECs, PPCPs and assess the potential for algal toxins within the watershed that could impact raw water quality. Provide recommendations on future monitoring. Develop the CEC and PPCP list based on existing publications and previous work. Sampling and a Source Water Assessment are not part of this task.

Contingency: Provide additional raw water sampling to support Tasks 5.1 – 5.3.

Task 6 – Develop WTP Expansion Scenarios and Phasing to Meet Demands

- 6.1. Compile and verify projected WTP demands for both the Upper and Lower sites. Base demands on previous work completed as part of the Willamette Water Supply Program Preliminary Design project, verify with each WRWTP Master Plan Participant and supplement with additional data as needed. Provide graphical summary of WRWTP Master Plan Participant demands over the planning horizon.
- 6.2. Summarize existing WTP finish water quality goals. Review with WRWTP Master Plan Participants and determine applicability to the Upper site treatment processes. Modify and/or develop recommended finish water quality goals for the Upper site through workshop and input from the Upper site users.
- 6.3. Develop recommended treatment trains for the Upper site based on finish water quality goals, demands and operational approaches. Identify treatment train alternatives, construction and O&M costs for each alternative. Develop evaluation criteria in collaboration with the Upper site users for use in determining recommended treatment train and approach.
- 6.4. Evaluate anticipated effectiveness of the Upper site treatment train alternatives on CEC, PPCP and algal toxin removal by unit process. Provide a graphical and/or tabular summary of effectiveness by unit process and treatment train options.
- 6.5. Develop Upper site operational and treatment approaches. The operational and treatment approaches developed under this task shall consider the Upper site as a stand-alone WTP which utilizes the Raw Water Intake and Pump Station in parallel with Lower site operations. Identify site layouts and required facilities for the operation of the stand-alone Upper site WTP. Identify unit cost of water production for the Upper site under this scenario.
- 6.6. Develop Upper site operational and treatment approaches considering an integrated operational scenario with the Lower site. Identify recommended common facilities between the two sites, integrated operational scenarios, inter-ties and capital and O&M costs. Identify unit cost of water production for the integrated operational approach for both the Upper and Lower sites.
- 6.7. Develop recommendations for Upper and Lower site expansion and phasing for both stand-alone and integrated operational scenarios. For the Upper site

include capacity increments and timing based on projected Upper site user demands and evaluate potential public benefit opportunities and integration with the existing WTPs public amenities. Develop site layouts in accordance with regulatory and land use requirements. For the Lower site determine expansion recommendations based on compatibility with existing unit processes and capacity increments to be added to individual unit processes to achieve the next logical expansion of the overall Lower site capacity. Identify how long the recommended Lower site capacity expansion will meet Lower site demands based on projected demands from Task 6.1. Develop site layouts for both sites for both stand-alone and integrated operations.

- 6.8. Recommend Upper and Lower site operational approaches considering stand alone and integrated approaches. Include, staffing, chemical requirements, and comparison of O&M and unit costs of production for each scenario. Base operational recommendations on expansion increments developed in Task 6.7.
- 6.9. Evaluate capacity of existing Finish Water Pump station and identify any upgrades needed for the next logical expansion of the Lower site and initial and future capacities of the Upper site.
- 6.10. Develop staffing plan scenarios for recommended operational approaches. Include staffing by expansion phase of the Upper site considering both stand alone and integrated operational scenarios.
- 6.11. Determine Operations and Maintenance (O&M) costs by unit process for recommended treatment train on the Upper site and the unit process expansion of the Lower site. Correlate O&M costs for the Upper site with demand projections and expansion phasing. Develop O&M costs for both stand-alone and integrated operational scenarios.
- 6.12. Facilitate multiple project stakeholder workshops to present and solicit feedback on preliminary site layouts and operational scenarios.

Task 7 – Permit and Regulatory Review

- 7.1. Identify permits required for construction, expansion and operations of the new Upper site WTP and permits required for the next logical expansion of the existing Lower Site WTP. Summarize application requirements, review timelines and potential conditions of approval. Identify potential issues that could delay the permitting process and project delivery schedule.
- 7.2. Develop a permit matrix summarizing applicable permits, information from Task 7.1, precedent permits and agency contacts.
- 7.3. Facilitate multiple project stakeholder meetings to review permit constraints, timelines and identify permit strategies for all expansion, construction and maintenance scenarios identified as part of the Master Plan.

Task 8 – Emergency Operations and Resiliency

- 8.1. Perform hazard analysis and identify potential emergency scenarios the Upper site WTP may be required to operate under. Include seismic, source contamination and other potential hazards.
- 8.2. Develop Level of Service (LOS) goals for each identified emergency scenario. Develop LOS goals for the Upper site in coordination with each of the WTP users.
- 8.3. Facilitate multiple WTP user workshops to identify LOS goals and potential operational scenarios.
- 8.4. Perform seismic evaluation of existing WTP facilities. Work under this task will be focused on the facilities identified as common to both the Upper and Lower site as part of an integrated operational scenario developed under Task 6. Determine impact of anticipated seismic performance on seismic LOS goals.
- 8.5. Identify mitigation measures required to meet LOS goals. Mitigation measures include retro-fits to the existing WTP facilities identified as common to both the Upper and Lower site as part of an integrated operational scenario developed under Task 6 as well as design upgrades to future facilities.
- 8.6. Develop cost impacts of meeting LOS goals for both the existing common facility retro-fits and the impact to design of new and expanded facilities.
- 8.7. Perform a probabilistic risk assessment to determine the benefit/cost ratio of meeting the LOS goals. Consider both direct and indirect losses associated with each hazard event.

Task 9 –Raw Water Intake and Pump Station Evaluation

- 9.1. Evaluate intake expansion phasing alternatives to meet demands of the Upper and Lower sites and verify permit requirements. Provide river hydrodynamic modeling and sweeping velocity analysis for each phase and verify compliance with applicable permits and regulations.
- 9.2. Evaluate raw water pump station expansion phasing alternatives to meet demands and for recommended operational scenarios. Provide computational fluid dynamics (CFD) modeling of the existing raw water pump station and to verify expansion alternatives. Evaluate modeling results and recommend any necessary upgrades needed to accommodate the Upper site development and phasing and the increased capacity of the Lower site expansion.
- 9.3. Facilitate multiple meetings with project stakeholders to identify issues, constraints, goals and objectives of Raw Water Intake and Pump Station expansion and operations.

Task 10 – Recommendation of Property and Easement Needs

- 10.1. Identify easements and/or additional property needed for Upper site construction and phasing. Identify required construction and staging needs as well as areas needed for Upper site phasing.
- 10.2. Evaluate opportunities and benefits of additional property as compared to additional costs required for expansion on the existing Upper site.

Task 11 – Evaluate Current Power Supply & Onsite Generation Needs

- 11.1. Evaluate adequacy and resiliency of existing power supply. Include historical interruptions and coordinate with existing power provider to determine potential future upgrades.
- 11.2. Determine on-site power generation requirements for both emergency LOS goals and average day demand scenarios for each recommended phase of the Upper site.
- 11.3. Verify capacity of existing on-site power generation for the Lower site. Compare actual capacity to design capacity and summarize impacts to existing treatment capacity. Identify recommended upgrades to meet Lower site demands. Identify recommended equipment for the Upper site to meet LOS goals developed under Task 8.

Task 12 – Cost Estimates and Schedule

- 12.1 Develop AACE Class 4 cost estimates for each recommended phase of Upper site expansion and Lower site capacity increase.
- 12.2 Develop phasing implementation schedule in Gantt chart form. Include permitting, design, bid, construction and start-up for each phase as applicable.

Task 13 – Clearwell and Off-site Storage Requirements

- 13.1 Determine maximum on-site storage available at the Upper site based on available land area and site layout of recommended treatment train.
- 13.2 Determine impact on treatment and operations of on-site storage as compared to off-site storage. Include recommendations on location of off-site storage and property impacts.

Task 14 – Capital & Maintenance Plan

- 14.1 Develop a Capital and Maintenance Plan for the Upper site and the expanded Lower site. Include each phase of the recommended Upper site expansion.

Exhibit B

Willamette River Water Treatment Plant Master Plan Task Cost Shares

Based on Tasks listed in Exhibit A Scope of Work

<u>Master Plan Task</u>	<u>Wilsonville</u>	<u>Sherwood</u>	<u>TVWD</u>	<u>Hillsboro</u>	<u>Tigard</u>	<u>Beaverton</u>
1	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
2						
2.1	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
2.2	57.1%	28.6%	0.0%	0.0%	14.3%	0.0%
2.3	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
2.4	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
2.5	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
2.6	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
3						
3.1	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
3.2	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
3.3	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
4						
4.1	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
4.2	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
4.3	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
5						
5.1	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
5.2	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
5.3	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
6						
6.1	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
6.2	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
6.3	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
6.4	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
6.5	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
6.6	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
6.7	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
6.8	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
6.9	57.1%	28.6%	0.0%	0.0%	14.3%	0.0%
6.10	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
6.11	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
6.12	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
7						
7.1	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
7.2	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
7.3	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
8						
8.1	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
8.2	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
8.3	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
8.4	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
8.5	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
8.6	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
8.7	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
9						
9.1	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
9.2	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
9.3	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
10						
10.1	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
10.2	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
11						
11.1	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
11.2	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
11.3	14.7%	7.4%	41.6%	26.7%	3.7%	5.9%
12	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%
13						
13.1	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
13.2	0.0%	0.0%	56.2%	35.9%	0.0%	7.9%
14	8.3%	4.1%	46.9%	30.0%	4.1%	6.6%

Notes

- 1) Administration Cost to be calculated based on the proportion of the entire cost.
- 2) Where subtasks are not listed above cost shares are the same as listed for the top task, i.e. Task 12.1 cost share is as listed for Task 12 above.

Willamette River Water Treatment Plant
Master Plan Update Objectives

Master Plan Objective		Applicability of Master Plan Objectives		
		Upper Site Tasks	Lower Site Tasks	Tasks Common to Both Sites
1.	Project Management and Administration			X
2.	Evaluate & inventory existing facilities & compile existing studies. Verify capacity of existing unit processes.			X
3.	Historical WQ & regulatory compliance			
	3.1 Evaluate regulatory compliance alternatives for using ozone as primary disinfectant			X
	3.2 Evaluate chlorine CT compliance point alternatives	X		
4.	Treatment technology review			
	4.1 Review existing technologies	X		
	4.2 Identify current and future technologies (coordinated with analysis of contaminants of emerging concern) and summarize applicability of technologies in a technical memorandum.		Expanded Facilities Only	X
	4.3 Evaluate UV and H2O2, AOP and other treatment approaches. Evaluate local availability of required treatment chemicals & materials for each process.	X		
5.	Raw water sampling			
	5.1 Compile historical sampling data & evaluate	X		
	5.2 Evaluate existing sampling program & develop recommendations for sampling for expanded WTP.	X		
	5.3 Identify likely contaminants of emerging concern (CEC) within the watershed that could impact raw water quality. Develop the CEC list based on existing publications and previous work. Sampling and a Source Water Assessment are not part of this task.		Expanded Facilities Only	X
	Task 5 Contingency: Complete additional raw water samples . TBD.			
6.	Develop WTP expansion scenarios and phasing to meet demands			
	6.1 Compile and verify WTP demands. Base demands on previous work to be verified by each WTP partner.			X
	6.2 Develop finish water quality goals	X		
	6.3 Develop recommend treatment trains based on water quality goals, demands and operational approaches.	X		
	6.4 Evaluate anticipated effectiveness of treatment trains on CEC removal by unit process	X		
	6.5 Develop upper and lower site operational and treatment approaches. Include recommendations for common facilities, inter-ties and redundancies.	X		
	6.6 Develop upper and lower site expansion & recommended phasing	X	Expanded Facilities Only	
	6.7 Recommend upper & lower site operations	X	Expanded Facilities Only	
	6.8 Evaluate capacity of Finished Water Pump station and identify potential areas that can be served by the Wilsonville-Sherwood pipeline.		X	
	6.9 Develop staffing plan scenerios for recommended operational approach	X		
	6.10 Determine O&M costs by unit process for demand projections		Expanded Facilities Only	X
7.	Permit & regulatory review. Identify required permits, timelines and requirement for construction & phasing.	X		
8.	Emergency operations and Resliency			
	8.1 Perform hazard analysis and identify potential emergency scenerios (seismic, source contamination etc.)	X		
	8.2 Develop Level of Service (LOS) goals for identified emergency scenerios	X		
	8.3 Perform seismic evaluation of existing facilities.	X		

	8.4 Identify required mitigation measures to meet LOS goals.	X		
	8.5 Develop cost impacts of meeting LOS goals (mitigation of existing and design impact on new facilities)	X		
	8.6 Perform probabilistic risk assessment to determine benefit/cost ratio of meeting LOS goals	X		
	9. Raw water intake & pump station evaluation.			
	9.1 Evaluate intake expansion phasing alternatives to meet demands and verify permit requirements	X		
	9.2 Evaluate raw water pump station expansion phasing alternatives to meet demands for recommended operational scenerios	X		
	10. Recommendation on purchase of property / easements			
	10.1 Identify needed easements and/or additional property for WTP operations & construction.	X		
	10.2 Evaluate opportunities and benefits of additional property acquisition as compared to additional costs required for expansion on the existing site.	X		
	11. Evaluate current power supply & onsite generation needs. Include verification of existing on-site power generation capacity.		Expanded Facilities Only	X
	12. Develop cost estimate and schedule for construction and phasing		Expanded Facilities Only	X
	13. Develop clearwell and off-site finished water storage recommendations.	X		
	14. Develop a Capital & Maintenance plan for the expanded WTP.		Expanded Facilities Only	X

Willamette River Water Treatment Plant Master Plan

Master Plan Shares Calculation*

Partner:	Participation	Common (Upper and Lower total) Expressed in MGD	Common (Upper and Lower total) Expressed in percentage	Upper Site Tasks Expressed in MGD	Upper Site Tasks Expressed in percentage	Lower Site Tasks Expressed in MGD	Lower Site Tasks Expressed in percentage
Wilsonville	Yes	20	14.7%	0	0.0%	20	57.1%
Sherwood	Yes	10	7.4%	0	0.0%	10	28.6%
TVWD	Yes	56.5	41.6%	56.5	56.1%	0	0.0%
Hillsboro	Yes	36.2	26.7%	36.2	35.9%	0	0.0%
Tualatin**	No	6	0.0%	0	0.0%	6	0.0%
Tigard	Yes	5	3.7%	0	0.0%	5	14.3%
Beaverton	Yes	8	5.9%	8	7.9%	0	0.0%
Totals		135.7	100%	100.7	100%	35	100%
		141.7 (amount w/Tualatin)		100.7 (amount w/Tualatin)		41 (amount w/Tualatin)	

*Amounts are only for calculation of portion of WRWTP Master Planning costs and do not imply participation or capacity in the design of a WRWTP expansion.

**Amount expressed is for planning scenerios only and not include in shares calculation

Master Plan Shares Calculation for Portions of the Expansion (amounts don't include what is already constructed)

Partner:	Participation	Common (Upper and Lower total) Expressed in MGD	Common (Upper and Lower total) Expressed in percentage	Upper Site Tasks Expressed in MGD	Upper Site Tasks Expressed in percentage	Lower Site Tasks Expressed in MGD	Lower Site Tasks Expressed in percentage
Wilsonville	Yes	10	8.3%	0	0.0%	10	50.0%
Sherwood	Yes	5	4.1%	0	0.0%	5	25.0%
TVWD	Yes	56.5	46.8%	56.5	56.1%	0	0.0%
Hillsboro	Yes	36.2	30.0%	36.2	35.9%	0	0.0%
Tualatin**	No	6	0.0%	0	0.0%	6	0.0%
Tigard	Yes	5	4.1%	0	0.0%	5	25.0%
Beaverton	Yes	8	6.6%	8	7.9%	0	0.0%
Totals		120.7	100%	100.7	100%	20	100%

AIS-1945

5. A.

Business Meeting

Meeting Date: 10/14/2014

Length (in minutes): Consent Item

Agenda Title: Receive and File: Council Calendar and Council Tentative Agenda

Submitted By: Carol Krager, City Management

Item Type: Receive and File

Meeting Type: Consent -
Receive and
File

Public Hearing: No

Publication Date:

Information

ISSUE

Receive and file the Council Calendar and the Tentative Agenda for future council meetings.

STAFF RECOMMENDATION / ACTION REQUEST

No action is requested; these are for information purposes.

KEY FACTS AND INFORMATION SUMMARY

Attached are the Council Calendar and the Tentative agenda for future Council meetings.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A - Receive and File Items

Attachments

Council Calendar

Tentative Agenda



MEMORANDUM

TO: Honorable Mayor & City Council/City Center Development Agency Board

FROM: Carol A. Krager, City Recorder

RE: Three-Month Council/CCDA Meeting Calendar

DATE: October 6, 2014

October

7 Tuesday **City Center Development Agency Meeting Cancelled. Council individual meetings to be scheduled**

14* Tuesday Council Business Meeting – 6:30 p.m., Town Hall

21* Tuesday Council Workshop Meeting – 6:30 p.m., Town Hall

28* Tuesday Council & CCDA Business Meeting – 6:30 p.m., Town Hall

November

4 Tuesday **City Center Development Agency Meeting Cancelled. Election Day**

11* Tuesday **Council Business Meeting – Cancelled. Veterans Day**

18* Tuesday Council Workshop Meeting – 6:30 p.m., Town Hall

20 Thursday Council Ground Rules Meeting – 3:00 p.m., Fanno Creek House

25* Tuesday Council Business Meeting – 6:30 p.m., Town Hall

December

2 Tuesday City Center Development Agency Meeting

4 Thursday Council Goal Setting Meeting – 3:00 p.m., Town Hall

9* Tuesday Council Business Meeting – 6:30 p.m., Town Hall

16* Tuesday Council Business Meeting – 6:30 p.m., Town Hall

23* Tuesday Council Business Meeting – 6:30 p.m., Town Hall

Regularly scheduled Council meetings are marked with an asterisk (*).

Meeting Banner Business Meeting
 Study Session Special Meeting
 Consent Agenda Meeting is Full
 Workshop Meeting CCDA Meeting

**City Council Tentative Agenda
 10/7/2014 9:28 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
1628	10/07/2014	Cathy Wheatley	AAA	October 7, 2014 – Council Community Meeting (CCDA Meeting Cancelled)		
1629	10/14/2014	Cathy Wheatley	AAA	October 14, 2014 Business Meeting		
1875	10/14/2014	Judy Lawhead	ACCSTUDY	1 15 Minutes - Executive Session On Real Property Transactions	Public Works	08/06/2014
1901	10/14/2014	Judy Lawhead	ACCSTUDY	2 5 Minutes - Briefing on an Agreement with Washington County for a CDBG Sidewalk Project	Public Works	10/02/2014
1866	10/14/2014	John Goodrich	ACCSTUDY	3 15 Minutes - Briefing on a MOU Regarding Tigard's Participation in the Master Planning Process for the Willamette River Water Treatment Plant	Public Works	10/02/2014
1941	10/14/2014	Greer Gaston	ACCSTUDY	4 10 Minutes – Executive Session on Real Property Transactions	Public Works	09/30/2014
Total Time: 45 Minutes of 45 Minutes Scheduled (MEETING IS FULL)						
1915	10/14/2014	Joseph Barrett	CCBSNS	1 5 Minutes - Contract Award - Automated Materials Handling System	Financial and Information Services	10/02/2014
1920	10/14/2014	Greer Gaston	CCBSNS	2 15 Minutes - Consider Authorizing the Mayor to Execute an Amendment to an Agreement Regarding the Pacific Hwy/Gaarde/McDonald Intersection Improvements	Public Works	10/02/2014
1928	10/14/2014	Marty Wine	CCBSNS	3 15 Minutes - Adopt Resolution to Ratify Collective Bargaining Agreement with Tigard Police Officers Association 2014-2017	City Management	10/02/2014
1861	10/14/2014	Doreen Laughlin	CCBSNS	4 15 Minutes - Update on Community Development Efficiencies Initiatives Project	Community Development	09/08/2014
1911	10/14/2014	Carol Krager	CCBSNS	5 25 Minutes - LEGISLATIVE UPDATE	City Management	Newton L, Assistant City Manager

Meeting Banner Business Meeting
 Study Session Special Meeting
 Consent Agenda Meeting is Full
 Workshop Meeting CCDA Meeting

**City Council Tentative Agenda
 10/7/2014 9:28 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
1940	10/14/2014	Tom McGuire	CCBSNS	6 20 Minutes - Executive Session for pending litigation ORS 192.660(2)(h)	Community Development	10/02/2014
Total Time: 95 Minutes of 100 Minutes Scheduled						
1631	10/21/2014	Cathy Wheatley	AAA	October 21, 2014 Workshop Meeting		
1886	10/21/2014	Carissa Collins	CCWKSHOP	1 45 Minutes - First Quarter Budget Committee Meeting	Financial and Information Services	MartyW, City Manager
1918	10/21/2014	Carol Krager	CCWKSHOP	2 20 Minutes - RECEIVE UPDATE FROM METRO COUNCILOR DIRKSEN	City Management	MartyW, City Manager
1839	10/21/2014	Cheryl Caines	CCWKSHOP	3 45 Minutes - Tigard Triangle Strategic Plan Update	Community Development	Caines C, Assoc Planner
1859	10/21/2014	Julia Jewett	CCWKSHOP	4 20 Minutes - Photo Radar	Police	Jewett J, Conf Exec Asst
1943	10/21/2014	Toby LaFrance	CCWKSHOP	5 35 Minutes - River Terrace Draft Funding Strategy Plan Follow-up	Financial and Information Services	Shanks S, Senior Planner
Total Time: 165 Minutes of 180 Minutes Scheduled						
1632	10/28/2014	Cathy Wheatley	AAA	October 28, 2014 Business and CCDA Meeting		
1936	10/28/2014	Sean Farrelly	ACCSTUDY	1 15 Minutes - Executive Session- Real Property Transactions	Community Development	09/25/2014
1925	10/28/2014	Judy Lawhead	ACCSTUDY	2 10 Minutes - Briefing on an Agreement Regarding the Maintenance of Water Quality Swales on Pacific Highway	Public Works	McCarthy M, St/Trans Sr Proj Eng
1937	10/28/2014	Judy Lawhead	ACCSTUDY	3 5 Minutes - Briefing on an MOU with the School District Regarding a Stormwater Maintenance Facility at Fowler Middle School	Public Works	Rager B, Asst. PW Director

Meeting Banner Business Meeting
 Study Session Special Meeting
 Consent Agenda Meeting is Full
 Workshop Meeting CCDA Meeting

City Council Tentative Agenda
10/7/2014 9:28 AM - Updated

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
1926	10/28/2014	Greer Gaston	ACCSTUDY	4 15 Minutes - Update on Progress to Develop an Agreement Regarding Water System Ownership and Water Service	Public Works	Koellermeier D, Public Works Dir
Total Time: 45 Minutes of 45 Minutes Scheduled (MEETING IS FULL)						
1867	10/28/2014	John Goodrich	ACONSENT	Consent Item - Authorization to Sign MOU for Joint Willamette River Water Treatment Plant Master Plan	Public Works	Goodrich J, Utility Div Manager
1877	10/28/2014	Judy Lawhead	ACONSENT	Consent Item - Adopt a Resolution Authorizing the City Manager to Execute an Agreement with PGE for a Back-up Power Source for a Water Partnership Facility	Public Works	Koellermeier D, Public Works Dir
1902	10/28/2014	Judy Lawhead	ACONSENT	Consent Item - Authorize the City Manager to Execute an Agreement with the County for a CDBG Sidewalk Project	Public Works	Lawhead, J, Sr. Admin Spec.
1879	10/28/2014	Carissa Collins	CCBSNS	1 10 Minutes - FY 2015 First Quarter Supplemental Budget Hearing-City Center Development Agency	Financial and Information Services	Collins C, Sr Mgmt Analyst (Fin Adm)
1939	10/28/2014	Sean Farrelly	CCBSNS	2 5 Minutes - Appoint Lynn Scroggin as a member of the City Center Advisory Commission	Community Development	Newton L, Assistant City Manager
1942	10/28/2014	Tom McGuire	CCBSNS	3 5 Minutes - Appoint John Goodhouse as a member of the Planning Commission	Community Development	10/01/2014
1801	10/28/2014	Carissa Collins	CCBSNS	4 20 Minutes - FY 2015 First Quarter Supplemental Budget Amendment	Financial and Information Services	Collins C, Sr Mgmt Analyst (Fin Adm)
1878	10/28/2014	Judy Lawhead	CCBSNS	5 15 Minutes - Briefing on Capital Improvement Plan (CIP) Projects	Public Works	McMillan K, Engineering Manager
1876	10/28/2014	Judy Lawhead	CCBSNS	6 15 Minutes - Consider a Resolution of Necessity Amending Resolution of Necessity No. 14-18 to Acquire Property for the Walnut Street Improvement Project	Public Works	Gaston G, Conf Executive Asst

Meeting Banner Business Meeting
 Study Session Special Meeting
 Consent Agenda Meeting is Full
 Workshop Meeting CCDA Meeting

**City Council Tentative Agenda
 10/7/2014 9:28 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
1717	10/28/2014	Lloyd Purdy	CCBSNS	7 15 Minutes - Tigard Enterprise Zone: Resolution	Community Development	Asher, K, Community Development Dir.
Total Time: 85 Minutes of 100 Minutes Scheduled						
1633	11/04/2014	Cathy Wheatley	AAA	November 4, 2014 CCDA Meeting - Cancelled. ELECTION DAY		
	11/11/2014			November 11, 2014 Business Meeting – Cancelled. VETERAN'S DAY		
1630	11/18/2014	Cathy Wheatley	AAA	November 18, 2014 Workshop Meeting		
1838	11/18/2014	Steve Martin	CCWKSHOP	1 30 Minutes - Joint Meeting With the Park and Recreation Advisory Board	Public Works	Martin S, Parks Manager
1836	11/18/2014	Steve Martin	CCWKSHOP	2 40 Minutes - Discussion of Recreation Programming in Tigard	Public Works	Martin S, Parks Manager
1787	11/18/2014	Liz Lutz	CCWKSHOP	3 55 Minutes - Review Results of Water and Sewer Rate Studies	Financial and Information Services	LaFrance T, Fin/Info Svcs Director
1812	11/18/2014	John Floyd	CCWKSHOP	4 15 Minutes - MEDICAL MARIJUANA UPDATE	Community Development	Floyd J, Associate Planner
1912	11/18/2014	Carol Krager	CCWKSHOP	5 20 Minutes - UPDATE ON STRATEGIC PLAN COMMUNITY OUTREACH	City Management	Newton L, Assistant City Manager
1931	11/18/2014	Loreen Mills	CCWKSHOP	6 20 Minutes - Executive Session - exempt public records under ORS 192.660(2)(f)	City Management	09/23/2014
Total Time: 180 Minutes of 180 Minutes Scheduled (MEETING IS FULL)						

Meeting Banner Business Meeting
 Study Session Special Meeting
 Consent Agenda Meeting is Full
 Workshop Meeting CCDA Meeting

**City Council Tentative Agenda
 10/7/2014 9:28 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
	11/20/2014			November 20, 2014 Ground Rules Meeting 3-6 PM in Fanno Creek House		
1634	11/25/2014	Cathy Wheatley	AAA	November 25, 2014 Business Meeting		
1927	11/25/2014	Judy Lawhead	ACONSENT	Consent Item - Authorize the Mayor to Sign an Agreement Regarding the Maintenance of Water Quality Swales on Pacific Highway	Public Works	Lawhead, J, Sr. Admin Spec.
1849	11/25/2014	Carol Krager	CCBSNS	Consent Item - Receive and File: Election Results, Council Calendar and Council Tentative Agenda	City Management	Krager C, City Recorder
1938	11/25/2014	Judy Lawhead	ACONSENT	Consent Item - Authorize the City Manager to Sign an MOU Regarding a Stormwater Maintenance Facility at Fowler Middle School	Public Works	Lawhead, J, Sr. Admin Spec.
1874	11/25/2014	Judy Lawhead	CCBSNS	1 15 Minutes - Informational Public Hearing to Consider a Resolution Establishing Walnut Street & 112th Avenue Sanitary Sewer Reimbursement	Public Works	Berry G, Project Engineer
1842	11/25/2014	Judy Lawhead	CCBSNS	2 15 Minutes - Consider an Agreement Regarding Cook Park Facility Use With Two Sports Leagues	Public Works	Martin S, Parks Manager
1864	11/25/2014	Carol Krager	CCBSNS	3 15 Minutes - Authorize the Mayor/City Manager to Execute an Intergovernmental Agreement with King City Regarding Water System Ownership and Water Service	City Management	Koellermeier D, Public Works Dir
1917	11/25/2014	Carol Krager	CCBSNS	4 15 Minutes - CONSIDER ADOPTION OF STRATEGIC PLAN	City Management	Newton L, Assistant City Manager
1932	11/25/2014	Kent Wyatt	CCBSNS	5 15 Minutes - Franchise Agreement - McLeodUSA Telecommunications Services L.L.C.	City Management	

Meeting Banner Business Meeting
 Study Session Special Meeting
 Consent Agenda Meeting is Full
 Workshop Meeting CCDA Meeting

**City Council Tentative Agenda
 10/7/2014 9:28 AM - Updated**

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
1944	11/25/2014	Norma Alley	CCBSNS	6 15 Minutes – Approve Legislative Update	City Management	Newton L, Assistant City Manager
Total Time: 90 Minutes of 100 Minutes Scheduled						
1635	12/02/2014	Cathy Wheatley	AAA	December 2, 2014 CCDA Meeting		
	12/4/2014			December 4, 2014 Goal Setting Meeting 3-6 PM in Town Hall		
1636	12/09/2014	Cathy Wheatley	AAA	December 9, 2014 Business Meeting		
1903	12/09/2014	Liz Lutz	CCBSNS	1 5 Minutes - Appoint Budget Committee Members	Financial and Information Services	Lutz L, Conf Exec Asst
1904	12/09/2014	Liz Lutz	CCBSNS	2 5 Minutes - Appoint Audit committee members	Financial and Information Services	Lutz L, Conf Exec Asst
1934	12/09/2014	Loreen Mills	CCBSNS	3 20 Minutes - Establish a 10 year franchise agreement with Astound Broadband LLC	City Management	Mills L, Asst to City Manager
1788	12/09/2014	Liz Lutz	CCBSNS	4 20 Minutes - Adopt the new Water Rate	Financial and Information Services	LaFrance T, Fin/Info Svcs Director
1933	12/09/2014	Loreen Mills	CCBSNS	5 20 Minutes - Public Hearing - Amending Tigard Municipal Code Title 15.06 Franchise Utility Ordinance	City Management	Mills L, Asst to City Manager
1935	12/09/2014	Loreen Mills	CCBSNS	6 5 Minutes - Revise Master Fees and Charges Schedule to update utility franchise fees	City Management	Mills L, Asst to City Manager
Total Time: 75 Minutes of 100 Minutes Scheduled						

Meeting Banner Business Meeting
 Study Session Special Meeting
 Consent Agenda Meeting is Full
 Workshop Meeting CCDA Meeting

City Council Tentative Agenda
10/7/2014 9:28 AM - Updated

Form #	Meeting Date	Submitted By	Meeting Type	-----Title-----	Department	Inbox or Finalized
1637	12/16/2014	Cathy Wheatley	AAA	5:00 Councilor Buehner Reception December 16, 2014 Business Meeting		
1891	12/16/2014	Doreen Laughlin	CCBSNS	1 5 Minutes - Planning Commission Appointments	Community Development	McGuire, T, Asst CD Director
1850	12/16/2014	Debbie Smith-Wagar	CCBSNS	2 75 Minutes - Public Hearing - Ordinances Adopting the River Terrace Community Plan, Code Amendments and Transportation System Plan	Community Development	Shanks S, Senior Planner
1907	12/16/2014	Debbie Smith-Wagar	CCBSNS	3 25 Minutes - Resolution Adopting the Parks Master Plan Addenda for River Terrace	Community Development	
1908	12/16/2014	Debbie Smith-Wagar	CCBSNS	4 60 Minutes - Resolution Adopting the River Terrace Infrastructure Funding Strategy	Community Development	
Total Time: 135 Minutes of 180 Minutes Scheduled (MEETING IS FULL)						
1638	12/23/2014	Cathy Wheatley	AAA	December 23, 2014 Business Meeting		
1892	01/06/2015	Carol Krager	AAA	January 6, 2015 Special Meeting		
				1 Oath of Offices & State of the City		
1893	01/13/2015	Carol Krager	AAA	January 13, 2015 Business Meeting		
1930	01/20/2015	Carol Krager	AAA	January 20, 2015 Workshop Meeting		
1890	01/20/2015	Collins, C.	CCWKSHOP	45 Minutes - Second Quarter Budget Committee Meeting	Financial and IS	08/24/2014
Total Time: 45 Minutes of 180 Minutes Scheduled						
1895	01/27/2015	Carol Krager	AAA	January 27, 2015 Business Meeting		
1887	01/27/2015	Judy Lawhead	CCBSNS	15 Minutes - Briefing on Capital Improvement Plan (CIP) Projects	Public Works	Lawhead, J, Sr. Admin Spec.
Total Time: 15 Minutes of 100 Minutes Scheduled						

AIS-1915

6.

Business Meeting

Meeting Date: 10/14/2014
Length (in minutes): 5 Minutes
Agenda Title: Contract Award - Automated Materials Handling System
Prepared For: Joseph Barrett
Submitted By: Joseph Barrett, Financial and Information Services
Item Type: Motion Requested **Meeting Type:** Local
Contract
Review
Board

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Shall the Local Contract Review Board award a contract for the Library's automated materials handling system project to Lyngsoe in the amount of \$325,000.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the Local Contract Review Board award a contract for the Library's automated materials handling system project to Lyngsoe in the amount of \$325,000 and authorize the City Manager to take the necessary steps to execute the contract.

KEY FACTS AND INFORMATION SUMMARY

The Tigard Public Library (Library) currently has the fourth highest circulation, in amount of materials, among Washington County Cooperative Library Service (WCCLS) member libraries. The Library currently circulates over 1,325,000 items annually and it is projected that circulation will increase in coming years. Roughly two-thirds of that number are first-time checkout and the remaining one-third are renewals. Library staff checks in approximately 2,860 items on an average day. This number includes items that arrive each day from the WCCLS courier and need to be checked in via a staff induction process. Roughly 60% of the Library's check-ins are returned by patrons inside the Library while the remaining are returned outside via book drops.

These circulation and return numbers have led the Library to look for efficient ways to best serve the patrons while efficiently handling the volume. An automated materials handling (AMH) system will serve to achieve this efficiency. The AMH would allow staff or patron to induct materials into the system via inside location or book drop build into an outside location.

On July 2, 2014 the city issued a Request for Proposal (RFP) for an AMH system for the Library. The objective of the RFP was to solicit proposals from qualified and experienced firms to determine what system they would suggest, and the total cost of the recommended system. In order to insure the objective was met, the RFP was issued with three evaluation criteria (with overall weight):

- Firm Qualifications (40%);
- Project Understanding & Approach (30%); and
- Cost Structure (30%)

The city received proposal responses from four firms. The city reviewed these responses and felt additional information was required to make the best decision. The city issued a request for additional information on August 13th and received the information from all submitting proposers the next week. A selection team of five staff members reviewed this information along with the original submitting information and scored the proposals. The results of the selection teams review is as follows:

1. Lyngsoe Systems, Inc. - 435 points (average of 87)
2. 3M Library Systems - 380 points (average of 76)
3. Bibliotheca - 377 points (average of 75.4)
4. P.V. Supa, Inc. - 285 points (average of 57)

The attached memorandum from the Library Director to the City Manager provides a breakdown in bullet point of some of the key points during the scoring review.

Based on the selection teams review and the firm meeting the requirements of the RFP, staff recommends the city award a contract for the Library's AMH project to Lyngsoe Systems, Inc. in the amount not to exceed \$325,000.

OTHER ALTERNATIVES

The Local Contract Review Board may decline all proposals and direct staff to reissue the Request for Proposal. This may lead to a similar result, higher cost, or extended time frame for installation.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Not applicable

DATES OF PREVIOUS COUNCIL CONSIDERATION

The Local Contract Review Board discussed this contract at their September 23rd study session.

Fiscal Impact

Cost: \$325,000

Budgeted (yes or no): Partially

Where budgeted?: General Fund - Library Administration

Additional Fiscal Notes:

The Adopted Budget for Fiscal Year 2015 includes \$300,000 for the purchase of the AMH system and \$20,000 for the first year of maintenance of the system. The purchase of the proposed system includes the first year of maintenance so the \$20,000 can be directed toward the purchase rather than maintenance. The not to exceed amount of \$325,000 exceeds the budget by \$5,000. Should the contract be awarded, staff will request either request that Council appropriate the additional \$5,000 from General Fund Contingency at a future supplemental or reduce spending in other areas to make up the difference.

Attachments

AMH Award Recommendation Memo



City of Tigard Memorandum

To: Marty Wine, City Manager

From: Margaret Barnes, Director of Library Services

Re: Automated Materials Handling Vendor Contract Recommendation

Date: September 2, 2014

Submitted for your review and agreement is the awarding of contract recommendation for the Automated Materials Handling Request for Proposal.

HISTORY

On July 2, 2014 the City of Tigard Contracts & Purchasing Office solicited a Request for Proposal (RFP) for an Automated Materials Handling (AMH) system for the Library. The objective of the RFP was to solicit proposals from qualified and experienced firms to determine what system they would suggest, and the total cost of the recommended system. In order to insure the objective was met, the RFP was issued with three evaluation criteria addressed by the requirements of the RFP, and 66 questions answered by the Respondents.

Evaluation Criteria was as follows: (1) Firm & Team Qualifications (2) Project Understanding & Approach and (3) Cost Structure. The Proposals were opened on July 30, 2014. Of the four (4) proposals received, all were responsive. The responsive firms were as follows:

- 3M
- Bibliotheca
- Lyngsoe
- P.V. Supa

A follow-up Request for Clarification/Additional Information was submitted to all four proposers on August 13, 2014. This was to seek information regarding revised diagrams and cost estimates for an exterior patron induction system, an overhead conveyor system and additional staff induction locations.

The Proposals (original and follow-up) were assessed by a cross departmental Evaluation team which included Margaret Barnes, Molly Carlisle, Craig Carter and Teresa Ferguson from the Library, and Louis Sears from IT.

PROPOSAL EVALUATION PROCESS

All Proposals were first examined to determine whether or not they met all the requirements of the RFP. A point system was then used to evaluate the Proposals by taking the points assigned to a category (listed below). Each category item was assigned a point range.

Categories	Range
1. Firm & Team Qualifications	0-40
2. Project Understanding & Approach	0-30
3. Cost Structure	0-30
Total	0-100

1. Firm & Team Qualifications: This category dealt with the background of the firm and types of services the firm is qualified to perform; qualifications of the firm in performing this kind of work, including examples of related experience and references for similar projects; and the proposers had to identify individuals and subcontractors who will provide the services, their experience, and their individual qualifications, including resumes of assigned personnel.
2. Project Understanding & Approach: Proposers were to provide the City with information regarding their understanding of the City's needs with regards to the Scope and Schedule of Work. Proposers were to demonstrate a general understanding of the needs of a State of Oregon municipality from a firm providing a turnkey automated materials handling system. Proposers were to address their availability to meet the City's needs.
3. Cost Structure: The proposed fee structure should include the complete breakout for the Contractor's costs to provide all of the services under the subsequent contract.

SUBMITTED PROPOSALS

Listed below is a synopsis of each responsive Proposal submitted.

Lyngsoe - The highest rated response (435 Total Points):

- Excellent Qualifications (e.g., prior experience and references)
- Excellent overall Project Understanding & Approach
- Excellent Staff and Deliverables
- Highest rated Cost Structure
- The only proposer to offer an Overhead Conveyor within the City's RFP budget

3M - The second highest rated response (380 Total Points):

- Excellent Qualifications (e.g., prior experience and references)
- Very good overall Project Understanding & Approach
- Excellent Staff and Deliverables
- Fourth highest rated Cost Structure
- Offered an Overhead Conveyor option, but the cost was far above the City's RFP budget

Bibliotheca - The third highest rated response (377 Total Points):

- Excellent Qualifications (e.g., prior experience and references)
- Good overall Project Understanding & Approach

- Excellent Staff and Deliverables
- Second highest rated Cost Structure
- Did not offer an Overhead Conveyor option.

P.V. Supa - The fourth highest rated response (285 Total Points):

- Good Qualifications (e.g., prior experience and references)
- Failed to respond to the Project Understanding & Approach
- Good Staff and Deliverables
- Third highest rated Cost Structure
- Did not offer an Overhead Conveyor option

SYSTEM TO BE INSTALLED

The AMH system to be installed will include one External Patron Induction on the South exterior wall, one Overhead Conveyor, one Internal Patron Induction, two Staff inductions and 15 trolleys/bins.

RECOMMENDATION

Only Lyngsoe Systems met all of the requirements/specifications of the City as stated in the original RFP and the clarification request. Based on the analysis of the Evaluation Team, Lyngsoe is the recommended vendor to be awarded the AMH contract.

The total estimated pricing for the Lyngsoe system, including the first year warranty, is \$316,206.

Note: This cost does not include the prep work that will be required on the South exterior wall, prior to installing the Exterior Patron Induction.

The key elements of this amendment are:

1. The county's contribution to the project is increased by \$400,000.
2. This amendment refers to the construction of a city-owned water line across Pacific Highway, which will be funded separately and described under separate agreement.
3. Updating the name and contact information of the city's project manager.

OTHER ALTERNATIVES

The council could propose changes to the amendment or could decide not to approve the amendment. Failure to adopt an amendment would likely cause removal of the county's additional contribution to the project and would keep the city from taking advantage of this opportunity to get a water line across Pacific Highway while the road is already under construction.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

This project is listed in the city's Capital Improvement Plan and Transportation System Plan, and is consistent with the city's long-term goal to pursue opportunities to reduce traffic congestion. The water line crossing is listed in the city's Water System Master Plan and is listed as project #96036 in the city's Capital Improvement Plan.

DATES OF PREVIOUS CONSIDERATION

The original cooperative improvement agreement was considered and authorized at the February 26, 2013, council meeting.

Fiscal Impact

Cost: 0
Budgeted (yes or no): CIP
Where Budgeted (department/program): 95033

Additional Fiscal Notes:

This agreement does not result in any additional cost to the city. This agreement incorporates an additional \$400,000 in county funding for this project. This agreement refers to (but does not authorize) a water line project that will be addressed in a separate agreement. That project is listed as project number 96036 'Pacific Highway / Gaarde Street Utility Casing Bore Crossing' in the city's Capital Improvement Plan. The utility project and its fiscal impact will be considered with the agreement to authorize its construction along with this project. Constructing the street and utility projects together will result in cost savings and reduction in overall traffic and community disruption.

Attachments

Amendment No. 1 to Cooperative Improvement Agreement - 99W: Gaarde/McDonald Intersection Improvements

**AMENDMENT NUMBER 01
COOPERATIVE IMPROVEMENT AGREEMENT
2003 OREGON TRANSPORTATION INVESTMENT ACT MODERNIZATION and
SURFACE TRANSPORTATION PROGRAM – Urban
OR 99W: Gaarde/McDonald Intersection Improvements**

The **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as “State;” and Washington County, acting by and through its Board of County Commissioners, hereinafter referred to as “County,” and the City of Tigard, Acting by and through its elected officials, hereinafter referred to as “City,” all herein referred to individually or collectively as “Party” or “Parties,” entered into an Agreement on April 10, 2013. Said Agreement covers the modernization and intersection improvements to OR 99W at SW Gaarde Street and SW McDonald Street.

It has now been determined by Parties that the Agreement referenced above shall be amended to add additional funding being provided by the City, clarify maintenance duties upon construction completion and reference Utility Agreement for waterline work. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to “Exhibit A” shall hereinafter be referred to as “Revised Exhibit A.”

TERMS OF AGREEMENT, Paragraph 2, Page 3, which reads:

2. The Project is estimated to cost \$9,444,630. Due to the uncertainty of cost estimates, the Parties agree to finance the Project at \$9,450,000. Funding will come from the following funding sources: \$944,630 from the 2003 OTIA Modernization Program: \$3,000,000 from the Surface Transportation Program: \$1,500,000 from City and up to \$4,000,000 from County funds. The estimate for the total Project cost is subject to change. City shall be responsible for any nonparticipating costs, and Project costs beyond the State, County, and federal money that is being contributed pursuant to paragraphs 3 and 4 below.

Shall be deleted in its entirety and replaced with the following:

2. The Project is estimated to cost \$9,840,000. Due to the uncertainty of cost estimates, the Parties agree to finance the Project at \$9,850,000. Funding will come from the following funding sources: \$944,630 from the 2003 OTIA Modernization Program: \$3,000,000 from the Surface Transportation Program: \$1,500,000 from City and up to \$4,400,000 from County funds. The estimate for the total Project cost is subject to change. City shall be responsible for any nonparticipating costs, and Project costs beyond the State, County, and federal money that is being contributed pursuant to paragraphs 3 and 4 below.

\$4,000,000

TERMS OF AGREEMENT, Paragraph 3, Page 3, which reads:

3. County agrees to contribute up to \$4,000,00 of County funds in two or more separate deposits, subject to full contribution of State, Federal, and City funds. County has no other obligations under this Agreement, other than contribution of County funds to State for Project puposes. County funds may only be applied to the following:
 - a. Performance of preliminary engineering, construction engineering, and right of way work for the Project (up to \$2,000,000).
 - b. Project construction costs (up to \$2,000,000).

Shall be deleted in its entirety and replaced with the following:

\$4,400,000

3. County agrees to contribute up to \$4,400,00 of County funds in two or more separate deposits, subject to full contribution of State, Federal, and City funds. County has no other obligations under this Agreement, other than contribution of County funds to State for Project puposes. County funds may only be applied to the following:
 - a. Performance of preliminary engineering, construction engineering, and right of way work for the Project (up to \$2,000,000).
 - b. Project construction costs (up to \$2,400,000).

TERMS OF AGREEMENT, Paragraph 4, Page 3, which reads:

4. Upon completion of Plans, Specifications, and Estimate (PS&E) review by State Region 1 staff, State shall determine the estimated Project construction cost. State shall next determine the amount of federal, state, and city funds available for project construction, and the amount of County funds that, when combined with other available funds, would be required to complete construction. County's deposits will not exceed a total of \$4,000,000 and will only be used in the amounts and for the purposes specified to complete Project items listed in TERMS OF AGREEMENT, Paragraphs 3a-3b above. County will have an opportunity to review the estimate in advance of depositing any additional funds on top of the initial deposit as per COUNTY OBLIGATIONS Paragraph 1.

Shall be deleted in its entirety and replaced with the following:

4. Upon completion of Plans, Specifications, and Estimate (PS&E) review by State Region 1 staff, State shall determine the estimated Project construction cost. State shall next determine the amount of federal, state, and city funds available for project construction, and the amount of County funds that, when combined with other available funds, would be required to complete construction. County's deposits will not exceed a total of \$4,400,000 and will only be used in the amounts and for the purposes specified to complete Project items listed in TERMS OF AGREEMENT, Paragraphs 3a-3b above. County will have an opportunity to review the estimate in advance of depositing any additional funds on top of the initial deposit as per COUNTY OBLIGATIONS Paragraph 1.

Insert new TERMS OF AGREEMENT, Paragraph 13, to read as follows:

13. The Project will include the construction of a City owned water line across OR 99W. The cost of construction of the water line shall be (\$400,000) paid by the City. The water line work shall be further described under separate Utility Agreement No. 30,212.

STATE OBLIGATIONS, Paragraph 4, Page 5, which reads:

4. State shall, upon execution of this Agreement, forward to County a letter of request for an advance deposit to be made to the County's LGIP along with permission and account information for State to draw from the County LGIP account. The first advance deposit shall be in the amount of \$2,000,000. State shall use these funds solely for preliminary engineering and construction engineering. Upon State determination that the Project is ready for construction bidding, State may request additional deposits from County for Project construction costs, in an amount determined under Terms of Agreement Paragraph 4. Any State request for funds shall be accompanied by an itemized statement of Project expenditures and an estimated cost to complete Project. County's contribution for all Project tasks will not exceed \$4,000,000. Any unused County funds left at the end of the Project will be refunded to the County.

Shall be deleted in its entirety and replaced with the following:

4. State shall, upon execution of this Agreement, forward to County a letter of request for an advance deposit to be made to the County's LGIP along with permission and account information for State to draw from the County LGIP account. The first advance deposit shall be in the amount of \$2,000,000. State shall use these funds solely for preliminary engineering and construction engineering. Upon State determination that the Project is ready for construction bidding, State may request additional deposits from County for Project construction costs, in an amount

determined under Terms of Agreement Paragraph 4. Any State request for funds shall be accompanied by an itemized statement of Project expenditures and an estimated cost to complete Project. County's contribution for all Project tasks will not exceed \$4,400,000. Any unused County funds left at the end of the Project will be refunded to the County.

Insert new CITY OBLIGATIONS, Paragraph 8, to read as follows:

8. City shall be responsible for paying for water line work, which is estimated to be \$400,000. The water line work shall be further described under separate Utility Agreement No. 30,212.

CITY OBLIGATIONS, Paragraphs 8 through 11, shall be hereinafter re-numbered as Paragraphs 9 through 12.

CITY OBLIGATIONS, Paragraph 11, Page 7, which reads:

11. City's Project Manager for this Project is Michael Stone, City Engineer, 13125 SW Hall Blvd, Tigard OR 97223, 503-718-2759, mstone@tigard-or.gov, or assigned designee upon individual's absence. City shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

12. City's Project Manager for this Project is Steve Schalk, Contract Project Manager, 13125 SW Hall Blvd, Tigard OR 97223, 503-718-2470, steves@tigard-or.gov, or assigned designee upon individual's absence. City shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #16968) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

County/City/State
Agreement No. 28161-01

CITY OF TIGARD, by and through its elected officials

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
City Counsel

Date _____

WASHINGTON COUNTY, by and through its Board of County Commissioners

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
County Counsel

Date _____

City Contact:

Steve Schalk, CPM
13125 SW Hall Boulevard
Tigard, OR 97223
503-718-2470
steves@tigard-or.gov

County Contact:

Gary Stockhoff, CPM
1400 SW Walnut St., MS 18
Hillsboro, OR 97123-5625
503-846-7820
Gary.Stockhoff@co.washington.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date: _____

State Contact:

Matthew Freitag, Project Manager
123 NW Flanders St
Portland OR 97209
503-731-4851
matthew.d.freitag@odot.state.or.us

**REVISED EXHIBIT A-1
PROJECT DESCRIPTION
City of Tigard
Washington County
OR 99W: Gaarde/McDonald Intersection Improvements**

The City of Tigard proposed, and the Oregon Transportation Commission has endorsed a Federal Transportation Reauthorization Request to improve safety and capacity of this heavily congested intersection of Highway 99W. Considering the fact that the new arterials proposed for addressing traffic demand from 99W to I-5 are likely a number of years away, it is important that the existing route function as safely and efficiently as possible. The planned improvement include improved bicycle, pedestrian and transit connections, access management, improved capacity and additional turn-lanes.

Project Cost Estimate		Project Financing	
Preliminary engineering & design	\$1,500,000	City Contribution	\$1,500,000
Right of way purchase	\$3,800,000	County Contribution	\$4,400,000
Construction	<u>\$4,500,000</u>	STP (including match)	\$3,000,000
Total	\$9,800,000	OTIA	<u>\$ 944,630</u>
		Total	\$9,844,630

AIS-1928

8.

Business Meeting

Meeting Date: 10/14/2014

Length (in minutes): 15 Minutes

Agenda Title: Adopt Resolution to Ratify Collective Bargaining Agreement with Tigard Police Officers Association 2014-2017

Prepared For: Marty Wine

Submitted By: Marty Wine,
City
Management

Item Type:

Meeting Type: Council
Business
Meeting -
Main

Public Hearing

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Should the Tigard City Council adopt the new three year collective bargaining agreement between the City of Tigard and the Tigard Police Officer's Association and authorize the City Manager to sign?

STAFF RECOMMENDATION / ACTION REQUEST

Adopt the attached Resolution approving a new collective bargaining agreement with the Tigard Police Officer's Association and authorize the City Manager to sign the agreement.

KEY FACTS AND INFORMATION SUMMARY

The terms of this agreement between the Tigard Police Officer's Association and the City of Tigard were reviewed with the Council as its Executive Session on September 23, 2014. The new contract will expire on June 30, 2017. Major economic highlights of the new agreement include the continuation of cost-sharing on health insurance, which includes a 90%/10° premium split on a base plan as the maximum amount paid by the City.

The new contract also calls for a 1.4% cost of living adjustment, coupled with a .5% market adjustment, equaling a total of a 1.9% increase retroactive to July 1, 2014. In addition the City agreed to a 1% deferred compensation contribution for TPOA members with ten or more years of service and 1.5% for those with 15 or more years of service and an equalization for

OPSRP (PERS III) Officers who were previously ineligible for any sick leave incentive at retirement due a structural issue in the OPSRP system.

Tigard Police Officer's Association members ratified the agreement on September 25, 2014.

OTHER ALTERNATIVES

NA

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

NA

DATES OF PREVIOUS CONSIDERATION

The City Council discussed this new collective bargaining agreement in Executive Session at their September 23, 2014 meeting.

Fiscal Impact

Cost: 950,000

Budgeted (yes or no): no

Where Budgeted (department/program): general fund

Additional Fiscal Notes:

The cost of this agreement is approximately \$950,000 during the three year life of the contract, over the current costs. Staff will prepare a request for an adjustment in the second quarter supplemental. The request will appropriate funds from the general fund contingency budget to the police department operational budget to fund the costs of initial year of the contract during FY2015.

Attachments

Resolution

Red-line version of Collective Bargaining Agreement

Final Form version of TPOA CBA 2014-2017

**CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 14-_____**

A RESOLUTION ADOPTING A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF TIGARD AND THE TIGARD POLICE OFFICER'S ASSOCIATION (TPOA) AND AUTHORIZING THE CITY MANAGER TO SIGN

WHEREAS, the collective bargaining agreement between the City of Tigard and TPOA expired June 30, 2014; *and*

WHEREAS, a new three year collective bargaining agreement has been negotiated for the period of July 1, 2014 to June 30, 2017 has been negotiated; *and*

WHEREAS, the City Council reviewed this matter in Executive Session at their September 23, 2014 meeting; *and*

WHEREAS, the City Council wishes to authorize the City Manager to sign the agreement described above.

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

SECTION 1: The collective bargaining agreement between the City of Tigard and TPOA, effective July 1, 2014 through June 30, 2017 is hereby adopted

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____, 2014.

Mayor – City of Tigard

ATTEST:

Recorder – City of Tigard

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TIGARD POLICE OFFICERS' ASSOCIATION
AND THE
CITY OF TIGARD**

Expires: June 30, ~~2014~~2017

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PREAMBLE

This contract entered between the City of Tigard, Oregon, hereinafter referred to as the "City," and the Tigard Police Officers' Association, hereinafter referred to as the "Association," has as its purpose the promotion of an efficient police department; harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and to set forth their entire agreement with regard to rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for the employees in the bargaining unit as set forth in Addendum A.

The City shall notify the Association of its decision to add any new classifications to the Police Department. If the City and the Association cannot agree whether a new position is supervisory, managerial, confidential, or if a new classification should be included in the bargaining unit, the dispute shall be submitted to the Employment Relations Board. When the parties are unable to agree as to the representation status of such a new position, the City shall have the option of leaving the position vacant or filling the position at a provisional wage rate until the issue is resolved. If such a position is filled on a provisional basis and if there is a subsequent adjustment in the wage rate, such adjustment shall be retroactive to the date that the position was filled.

The bargaining unit shall consist of those classifications listed in Addendum A that are regular full-time employees and those employees within those classifications that are regularly scheduled to work 20 hours or more per week, excluding supervisory and confidential employees as defined by the Public Employee Collective Bargaining Act.

ARTICLE 2- MAINTENANCE OF STATUS QUO

The City shall be obligated to negotiate over existing conditions that are mandatory subjects of bargaining or the mandatory bargainable impacts, whether or not they are covered by this agreement, if the City intends to alter, change or modify such conditions.

In the event the City desires to amend or modify or change the status quo that is a mandatory subject of bargaining or that has a mandatory impact, the City will provide the Association President or his/her designee with written notice of the proposed change. The Association shall have ten (10) days to object in writing to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within ten (10) days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject.

Thereafter, the parties shall bargain in good faith over said changes for a period not to exceed thirty (30) days. If after the passage of thirty (30) days, the parties have not
City of Tigard and TPOA - Expiration Date: June 30, 2017

reached agreement, either party may declare an impasse and initiate interest arbitration pursuant to ORS 243.746 by requesting a list of eleven (11) Oregon and/or Washington arbitrators from the Employment Relations Board who are members of the American Arbitration Association (AAA). If the parties cannot mutually agree to an arbitrator, they will by lot alternately strike names and the last one (1) will be the arbitrator. The arbitrator shall conduct a hearing within thirty (30) days of announcement of his/her selection, or at such other time as the parties mutually agree.

ARTICLE 3 - CHECK OFF AND PAYMENT IN LIEU OF DUES

3.1 Check-off

The City will deduct Association dues from the wages of employees when so authorized and directed in writing by the employee on the authorization form provided by the City.

Any authorization for the payroll deductions may be canceled by any employee upon written notice to the City and the Association prior to the 15th day of each month, to be effective on the 1st day of the following month.

The City will not be held liable for check-off errors but will make proper adjustments with the Association for errors as soon as is practicable. It is also agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.

3.2 Payment in Lieu of Dues

Any regular employee who is a member of the bargaining unit and has not joined the Association within thirty (30) days of becoming a regular employee, or who has joined within such time and then withdrawn from membership after such thirty (30) days, shall have deducted from his/her pay by the City a monthly service fee in the uniform amount of a payment in lieu of dues to the Association. The payment in lieu of dues shall be segregated by the Association and used on a pro-rata basis solely to defray the cost for its services rendered in negotiating and administering this Agreement. Such deduction shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.

3.3 Religious Objection

Any individual employee objecting to payment in lieu of dues based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, is required to inform the City and the Association of his/her objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the above mentioned payment in lieu of dues to a charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the City that such has been accomplished, as appropriate.

3.4 Indemnification

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The Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article.

ARTICLE 4 - EMPLOYEE RIGHTS

4.1 Employee Organizations

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join and participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by an employee organization because of his exercise of these rights.

4.2 Non-Discrimination

The City and the Association agree the provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, labor organization affiliation, or political affiliation.

ARTICLE 5 - MANAGEMENT RIGHTS

The City administration and department heads shall exercise the sole responsibility for management of the City and direction of its work force. To fulfill this responsibility, the rights of the City include, but are not limited to: establishing and directing activities of the City's departments and its employees, determining services to be rendered, standards of service and methods of operation, including subcontracting and the introduction of new technology and equipment; establishing procedures and standards for employment and promotion; to layoff, transfer and promote; to discipline or discharge for cause; to determine job descriptions; determine work schedules, to establish performance standards, and assign work; and any other rights except as provided in Article 2 of this Agreement.

ARTICLE 6 - CITY SECURITY

The Association agrees that during the term of this contract its membership will not participate in any strike against the City under any circumstances. For the purpose of this contract, the meaning of the word "strike" is any concerted stoppage of work, slowdown, speedup, sit-down, absence from work upon any pretext that is not founded in fact, interruption of the operations of the City by the Association, or any similar act. Violation of this section by any bargaining unit member shall be grounds for disciplinary action up to and including discharge.

ARTICLE 7 - ASSOCIATION BUSINESS

7.1 Association Business

Up to four (4) members of the bargaining unit selected to serve as authorized representatives shall be certified in writing to the Chief of Police. When authorized in advance, up to two (2) representatives shall be granted time off without loss of regular pay for the purpose of meeting with City representatives. Employees may attend Association meetings on duty, subject to call, when authorized by the Chief of Police.

7.2 Contract Negotiations

The Association's negotiating team may be comprised of more than three (3) employees; provided however, that the City's obligation to allow such individuals to attend negotiations during duty hours without loss of pay shall be limited to three (3) individuals. Hours utilized for this purpose shall not be considered hours worked in determining the payment of overtime.

The date, time, and place for negotiating sessions shall be established by mutual agreement between the parties.

7.3 Special Conferences

Special conferences to discuss employment relations matters shall be arranged between the Association and the City or its designated representatives within a reasonable period of time after either party receives a request from the other party. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the request to confer is made. The Association members shall not lose time or pay for time spent in such conferences.

~~Up to three (3) members~~ Members of the bargaining unit may be allowed to attend conferences directly related to Association matters, provided the City receives sufficient advance notice of the dates of such conferences and the approval of the Chief of Police is obtained. The maximum number of days to be paid by the City shall not exceed an aggregate of six (6) conference days per year. The City shall not pay for travel, lodging, or per diem expenses of the members attending the conferences.

ARTICLE 8 - GENERAL AND SPECIAL ORDERS

The City will furnish the Association with copies of all general or special orders from within the Police Department promulgated during the term of this Agreement pertaining to wages, hours, and conditions of employment.

ARTICLE 9 - DEPARTMENT MANUAL AND CONTRACT

The City agrees to furnish each employee of the bargaining unit with an electronic copy of the Department Manual and a copy of this contract as provided by the Association for distribution.

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ARTICLE 10 - BULLETIN BOARD

The City agrees to furnish a suitable bulletin board in a convenient place to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board and shall limit its postings to Association business. Only members of the bargaining unit may post or remove items on the Association bulletin board. In the event the City desires that an item be removed, it will contact the Association with a request for such. The item will be removed if found inappropriate by the parties.

ARTICLE 11 - OUTSIDE EMPLOYMENT

Employees wishing to engage in off-duty employment with another employer must obtain approval from the Chief.

ARTICLE 12 - HOURS OF WORK

12.1 Work Week

The work week, consistent with the operating requirements of the City, shall consist of a forty-hour (40-hour) shift schedule during a seven day calendar day period commencing midnight Sunday and ending midnight the following Sunday.

12.2 Work Schedule

A "work schedule," consistent with the operating requirement of the City, shall be a 5-8, 4-10, alternative work week, flexible or part-time schedule as follows:

(a) A "5-8" work schedule shall consist of five (5) consecutive days of eight (8) work hours each followed by two (2) consecutive days off.

(b) A "4-10" work schedule shall consist of four (4) consecutive days of ten (10) work hours each followed by three (3) consecutive days off.

(c) The City and the Association may agree to an alternative work schedule consisting of fixed hours other than a 5-8 or 4-10. In the event an alternative work schedule is implemented, the parties agree to meet to negotiate its implementation and any other contract changes as may be necessary.

(d) A "flexible" work schedule shall be equal in total hours worked during the work week to that of a "5-8" employee, and unless otherwise agreed, shall have no maximum or minimum number of work hours per day or work days per week. Such work schedule shall not be in effect unless agreed upon in advance by the individual affected employee and the City. An employee's acceptance of such assignments constitutes the employee's voluntary agreement to a flexible schedule. The parties agree that all Detective and Commercial Crimes Unit assignments shall be on a flexible work schedule. The determination of any additional assignments that are expected to work a flexible work schedule will be subject to bargaining between the City and the

Association. In the event the parties are unable to reach agreement, such matters may be pursued through the mid term bargaining procedures set forth in Article 2. Detectives and CCU shall not be removed from the on-call roster just because they have reached 40 hours worked in the workweek.

(e) A variable work schedule will be applicable to special assignments for Gang Enforcement, Transit Police and Street Crimes Units. Section 12.6 (Work Schedules) and 13.4 (Shift Differential) are not applicable to employees in these assignments. Hours worked by these assignments will not be flexed for purposes of mandatory training, court appearances, the avoidance of the Safety Release as defined in Article 12.7 and the avoidance of overtime thresholds as defined in Sections 13.1 (daily overtime) and 13.3 (call back). When either of these shift assignments are changed within the respective units, the shift change shall be completed pursuant to Sections 25.3 (overtime waiver) and 25.4 (adjustment of schedule at rotation) of the agreement.

(f) "Regular part-time" employees shall be scheduled to work a portion of any of the above-specified schedules.

(g) These schedules shall include meal and rest periods as set forth in this article.

12.3 Work Day

The work day shall be a 24-hour period commencing at the start of the employee's regularly scheduled shift.

12.4 Meal Period

Each employee covered by this agreement will be permitted a 30 minute paid meal period each workday to the extent consistent with operational or duty requirements, except for employees attending the academy or training where a longer lunch period is provided and the employee is relieved from duty, in which case, the lunch period shall be unpaid.

12.5 Rest Periods

Each employee covered by this agreement will be permitted two (2), fifteen (15) minute paid rest periods each work day, to the extent consistent with operational or duty requirements.

12.6 Work Schedules

An employee will normally be given adequate advance notice of any change in his regular hours of work, except where an emergency exists. Notice will not be given less than two (2) weeks prior to the employee's change of work schedule, except where a change of schedule is for the purpose of the employee's voluntary training or for the purpose of adjusting the schedule of a probationary employee not released for solo status.

12.7 Safety Release

Employees working sixteen or more hours in a twenty-four hour period who provide notice to their supervisor at least one hour prior to reaching the sixteen-hour threshold may be given their next consecutive scheduled shift off with pay. In such event, no deduction shall be made from the employee's leave. If employees are directed to work their next

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consecutive scheduled shift, they shall be paid at the rate of time and one-half for such shift. The twenty-four hour period described herein shall commence at the start of the employee's regularly scheduled shift

Employees who do not receive eight (8) consecutive hours off either before or after a court appearance will receive sufficient administrative hours off with pay to equal eight (8) hours off. Employees working the graveyard shift, K-9 and night traffic car, who appear in court on the day before the start of the first day of their consecutive work days shall receive sufficient administrative hours off with pay to equal eight (8) consecutive hours off after their court appearance.

Employees assigned to any Detective assignment (including Narcotics and Metro Gang Enforcement) shall not be subject to Section 12.7.

ARTICLE 13 - OVERTIME AND PREMIUM PAY

13.1 Definition

All work under the following conditions shall be compensated at the rate of time-and-one-half:

(a) For employees assigned to a 5-8 schedule, all work in excess of eight (8) hours on any work day, and all work performed on a regularly scheduled day off.

(b) For employees assigned to a 4-10 schedule, all work in excess of ten (10) hours on any workday and all work performed on a regularly scheduled day off.

(c) All work in excess of forty (40) hours in a work week.

During shift rotation, only the daily overtime threshold (work over eight (8) or ten (10) hours in a day) of Article 13.1 will apply and overtime otherwise will be governed by Article 25, Section 25.3.

All overtime pay shall be computed to the nearest one quarter (1/4) hour. Paid compensatory time off and all other paid time off, unless otherwise specified in this agreement, shall be counted as hours worked for purposes of determining overtime compensation. All non-paid time off shall not be counted as hours worked for purposes of determining overtime compensation.

13.2 Form of Compensation

The employee may elect to be compensated for all overtime in cash, or he/she may elect to accrue compensatory time to the extent such is allowed by law, to a maximum accrued balance of forty (40) hours, with the remainder to be paid in cash. Compensatory time shall be scheduled and taken off in accordance with the Fair Labor Standards Act.

Employees may contribute unused compensatory time to a bank which shall be maintained as an Association leave bank to be utilized by representatives of the Association to conduct business. The Association leave bank may contain no more than 200 hours of accumulated leave at any one time, and shall be accessed only when authorized by the

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Association. Leave from this bank of time will be scheduled by mutual agreement.

13.3 Callback

Authorized court and call-back overtime shall be compensated at the below minimums:

(a) On a Scheduled Work Day: Three (3) hours (either overtime pay or compensatory time at the rate of time and one-half, at the employee's choice, as provided in Section 13.2), but this minimum shall not apply if the court or call-back assignment begins one (1) hour or less before the start or after the end of the employee's regular shift.

(b) On a Scheduled Day Off: Four (4) hours (either overtime or compensatory time at the rate of time and one-half, at the employee's choice, as provided in Section 13.2), scheduled days off include scheduled leave days, provided the employee complies with current court notification procedures.

For purposes of this Section, court time starts from the Police Department unless the employee goes directly to court from home, in which case the time starts from the employee's arrival at court. As a condition of receipt of payment for the time involved, all witness fees, mileage allowances, and other remuneration paid for appearances in court proceedings under this Article shall be turned over to the City. An employee who is on court call-back remains on call-back until finally released for the day by the court.

The parties agree that employees working in Detective and CCU assignments shall be eligible for call-back pay under the foregoing provisions, despite the fact that such employees are on a flexible work schedule in accordance with Section 12.2(d), above. For Detectives and CCU, the end of their "regular shift" shall be the time they left work on a particular day. The start of their "regular shift" shall be the time they were scheduled to come in on a particular day.

13.4 Shift Differential

Any member of the bargaining unit who has been employed at least one (1) year and who is required to work two (2) or more different shifts within a normal work week shall be compensated with two (2) hours of overtime for that week. This differential shall not apply when the above occurs as a result of mutual agreement between members of the bargaining unit for their own personal benefit. A person who has been employed at least six months but less than one year shall be entitled to shift differential if adjusted for purposes other than training.

13.5 Phone Calls While Off Duty

If an employee receives a phone call from a supervisor while off duty that is related to his/her work for the City, the employee shall be paid for the actual time spent on the phone, provided the phone call lasts seven-and-a-half (7 ½) minutes or longer. Such calls that last less than seven-and-a-half (7 ½) minutes shall be considered *de minimus* and will not be compensated.

13.6 No Pyramiding

The City shall not be required to pay twice for the same hours.

ARTICLE 14 - HOLIDAY COMPENSATION

In lieu of holidays off, each full-time employee shall be credited with eight (8) hours of holiday ~~compensatory~~ time or cash, at the option of the employee, for each month worked. If the employee elects to receive holiday compensatory time, such time off shall be credited to his/her vacation/holiday account. Part-time employees shall receive a prorated ~~compensatory~~ holiday time credit on a prorated basis to that of a forty (40) hour employee.

Within 30 days of the dates specified herein, employees will be required to advise the City what portion of their holiday time is to be converted to their vacation/holiday account and/or paid monthly or on the dates specified below. If an employee elects to have a portion of their holiday hours paid, such payment shall be made on December 1 and/or June 1 of each year and shall not exceed 48 hours on either date. The City will provide employees with a selection form and each employee will be required to make a selection and return the form within the time period described in this section. Employees electing to take such payment may also elect to have the payment made to their deferred compensation account, through the current method of completing the proper forms, so long as the amount does not place them above the Federal maximum for the calendar year.

ARTICLE 15 – VACATIONS

15.1 Accrual

Vacations shall accrue as follows:

Years of Continuous Service	Monthly Accrued Rate	Annual Hours	Equivalent Accrual Days
0-12 months/0-1 yr.	6 2/3 hours	80	10
13-60 months/1-5 yrs	8 hours	96	12
61-120 months/5-10 yrs	10 hours	120	15
121-180 months/10-15 yrs	12 hours	144	18
180-240 months /15-20 yrs	13 1/2 hours	162	20.25
Over 240 months/Over 20 yrs	16.0 hours	192	24

Notwithstanding the above specified rates of vacation accrual, no employee shall be allowed to accumulate vacation/holiday in excess of 280 hours. It shall be the responsibility of each employee to schedule sufficient vacation/holiday so that he/she is not denied accrual of additional vacation. If an employee is unable to take vacation due to the operational needs of the department, he/she may make arrangements with the Chief to exceed the maximum accrual

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specified above.

Accrued vacation shall be credited as earned vacation for each month of service. Part-time employees shall be credited with earned vacation on a prorated basis to that of a forty (40) hour employee, in accordance with the above schedule. Vacation accrued during the first six (6) months of continuous service shall not be credited as earned vacation until the employee completes the first six (6) months of continuous service.

15.2 Scheduling

Vacation periods shall be scheduled at the mutual agreement of the City and the individual employee. Within fifteen (15) days after the completion of each shift bid, the City shall post a vacation bid sheet for two weeks. The most senior employee within each classification shall be afforded the first selection of vacation for the upcoming six-month shift bid period, followed by the next most senior employee within each classification, and so on. Each employee shall be allowed to select one continuous vacation period (vacation/holiday and comp time included) from the portions of the shift bid period in which vacation is available. A bid vacation will not be denied solely because it overlaps another bid vacation so long as the overlap does not exceed two days. After the seniority vacation selection as provided for above, all additional vacation will be scheduled subject to the operational needs of the department on a first-come first-served basis. Once a vacation request has been approved, it shall not be canceled by the City unless due to circumstances beyond the control of the City.

15.3 Separation

All employees shall be entitled to payment for unused vacation/holiday and comp time upon separation from City service. In the event of death, the employee's heirs will be entitled to payment of such accrued time.

15.4 Bonus

Employees, at their option, may elect to be paid up to forty (40) hours of accrued vacation in addition to vacation time taken when they take vacation leave totaling 40 hours paid time per fiscal year.

ARTICLE 16 - INSURANCE BENEFITS

16.1 Health, Dental and Vision Insurance

Effective January 1, 2012, the City agrees to provide ~~League of Oregon Cities'~~ CIS Blue Cross Plan V-E-PPP medical insurance (\$500 individual, \$1500 family deductible) including the preventative care option and alternative care option, dental insurance through ODS and vision insurance or substantially equivalent coverage contingent upon CIS' minimum enrollment requirements for each employee and all enrolled dependents including domestic partners. The City will pay ninety percent (90%) of the premium cost and the employee shall pay ten percent (10%) of the premium cost.

Employees will have an option of electing alternative medical, vision and prescription coverage plans offered by the City, at least one of which will be through Kaiser, in lieu of coverage under Blue Cross Plan V-E-PPP and VSP Vision. For employees electing any

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of the alternative plans the City will pay up to ninety percent (90%) of the Blue Cross coverage provided above and the employee will be responsible for any additional cost.

16.2 Payroll Deduction

Any insurance premiums paid by the employee in accordance with the foregoing provisions shall be paid by the employee via payroll deduction. This Agreement authorizes the City to make payroll deductions consistent with this Article 16, Section 1 with or without the employee's individual authorization.

16.3 Life and Disability Insurance

The City agrees to provide and maintain the current life and disability insurance plan or a substitute plan of the same service delivery type at substantially the same or a better benefit level at no cost to the employee. The City agrees to make optional voluntary life insurance available for employee purchase subject to the limits available to the City.

16.4 Physical Examinations and Capability Test and Incentive Program

The City may require each employee to take a physical examination, or it may choose to require such an examination only for sworn officers. Each employee who is required to take such an examination may choose to use his/her own physician, at the employee's expense, or to use a physician designated by the City, at the City's expense.

The spirit of the physical examination and the annual physical capability test is for the welfare of the employee and is not intended to be punitive in any manner. The physical examination will focus on specific health maintenance issues and early identification of potential job related health problems in the future.

The report form will address only those health issues related to personnel in their specific working environment. Access to the report is limited to the City Manager, Chief of Police, Human Resources Director, and the named employee.

Recognizing that physical fitness is beneficial to the health and wellbeing of Employees, in addition to lowering the potential costs of healthcare and work related injuries, a physical fitness incentive program will be established beginning upon ratification.

ORPAT INCENTIVE

Employees will be provided the opportunity to participate in the DPSST certified ORPAT course twice per fiscal year. Scheduling of this testing shall be determined by the Chief of Police and will allow for make-up tests and re-tests as described herein.

Recognizing that participation in this incentive program is purely voluntary, all ORPAT testing will be done off duty and without compensation. The City will provide the location and all testing equipment, including a certified ORPAT instructor to facilitate the testing.

Prior to participating in the fitness incentive, employees will be required to sign a waiver indicating they understand the physical challenges of ORPAT and the risks of participating. If at any time, in the opinion of the ORPAT instructor or on scene supervisor, the employee appears to be in physical distress, the testing will be stopped.

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Those Employees who successfully complete the ORPAT course in a time that is considered passing on their first attempt will receive an incentive bonus of two hundred and fifty dollars (\$250.00). An employee may take the ORPAT twice/year, with a maximum incentive of \$500/fiscal year.

The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction. For purposes of this agreement, the minimum standard for passing will be the time established as passing by DPSST for an Entry Level Police Officer.

If an Employee fails to pass the ORPAT, that Employee may request a re-test within (1) month after their first attempt. At the discretion of the Chief of Police, the Employee may be allowed to retake the ORPAT at a mutual agreed date, within (2) months after the Employee's request.

If an Employee passes the ORPAT on their re-test they will receive an incentive bonus of one hundred and fifty dollars (\$150). The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction.

If an Employee is unable to participate in the scheduled ORPAT test due to vacation, court, bona-fide illness or injury or other reasonable conflict, the Employee may request a make-up test without penalty so long as the make-up test is completed and passed within a mutually agreed time frame between the Employee and the Chief of Police.

For make-up tests or re-tests to qualify, officers must first obtain pre-authorization from the Chief, and then coordinate the make-up or re-test with a local police agency, when that agency is running their own testing.

Reasonable efforts shall be taken to complete the make-up test within (3) months of the originally missed scheduled test.

Employees who choose not to participate, or who seek this incentive, but do not meet the minimum ORPAT passing standard as defined-in this agreement, will not be negatively impacted.

16.4 Retirement

The City shall continue to participate in the Public Employees Retirement System for sworn officers employed by the City prior to August 28, 2003, and who are eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to section 2 of chapter 733 Oregon, Laws 2003. The City shall participate in the Oregon Public Service Retirement Plan for sworn officers employed by the City on or after August 28, 2003, who are not eligible to receive benefits under ORS chapter 238 for service with the City pursuant to section 2 of chapter 733, Oregon Laws 2003.

On behalf of employees in the Public Employees Retirement System, the City will continue to “pick up” the employee contribution as the law requires. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003. Nothing in this agreement shall constitute a waiver of any party’s rights, claims or defenses with respect

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to the PERS litigation.

On behalf of employees in the Oregon Public Service Retirement Plan, the City will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account when the employee becomes a member of the Individual Account Program established by section 29 of chapter 733, Oregon Laws 2003. The employee's contributions paid by the City shall not be considered to be "salary" under section 1(16)(c) of chapter 733, Oregon Laws 2003, for the purposes of computing a member's "final average salary" under section 10 of chapter 733, Oregon Laws 2003, or "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to section 32 of chapter 733, Oregon Laws 2003.

All non-sworn employees will receive a vested benefit into the ICMA 401(a) retirement program after six (6) months of continuous service with the City. The City's contribution will be 10% of the employee's base salary.

16.5 Liability

The City shall continue liability protection as required by ORS 30.260 through 30.300 (Oregon Tort Claims Act). The City may choose to self-insure.

16.6 Plan Descriptions

The City will annually provide each employee with a list and description of those insurance plans which this contract enumerates and a list and description of those plans which are available as options to City employees.

16.7 Flexible Spending Account

The City will make available the IRS Section 125 flexible spending account for pre-tax group premiums, dependent care and other approved medical reimbursement purposes.

16.8 ~~Reopener~~

~~Either party may reopen this Article for the purposes of negotiating potential changes in insurance benefits for fiscal year 2013-14. In the event one of the parties opens for negotiations, the parties will commence negotiations on or before April 1, 2013.~~

16.9 VEBA

To help offset the cost of premium contributions or other health insurance expenses elected by the employee, the City will contribute \$900 annually (\$75 per month) to a VEBA account on behalf of each bargaining unit member, starting December 1, 2011.

16.9 Deferred Compensation

The City will contribute 1% of base monthly salary into the deferred compensation account of employees with ten (10) or more completed years of service as an employee of the City of Tigard within the TPOA bargaining unit. For employees who have completed fifteen (15) or more years of service, the City will contribute a total of 1.5% of base monthly salary into the employee's deferred compensation account. Eligible employees shall

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begin receiving contributions by the City pursuant to this Section in the first payroll period following ratification of this Agreement by both parties. To be eligible, an employee must meet the years of service requirement and have completed and filed the paperwork necessary to open and direct the contribution to an individual deferred compensation account.

For the purposes of this Section, base monthly salary is defined as the monthly salary range and step of each individual as provided in Addendum A of this Agreement. This Section shall not apply to TPOA members currently receiving longevity payments pursuant to Section 30.2 of this Agreement. No contributions by the City pursuant to this section shall be retroactive.

ARTICLE 17 - SICK LEAVE

17.1 Purpose

The purpose of sick leave is to allow continuation of pay while an employee recuperates from an illness or other approved reason causing absence as noted in Section 17.6. Sick leave is also intended to provide employees with the assurance of pay in order that they may be away from the job to avoid exposing others to illness.

17.2 Accrual System

Employees shall be credited with eight (8) hours of accumulated sick leave for each full calendar month actively employed by the City. All regular employees and all probationary employees (after 30 days employment) are allowed sick leave for non-occupational disability. Sick leave may be accrued, without a limit, except as provided for conversion to retirement.

17.3 Part-time Employees

Sick leave benefits for part-time employees shall be granted on a prorated basis to that of a forty (40) hour employee.

17.4 Utilization

Accumulated sick leave shall be payable at the employee's regular straight-time rate in an amount equal to the time the employee would have worked, to a maximum of ten(10) hours per day. Employees may utilize their allowance for sick leave whenever they are unable to perform their work duties by reason of illness or non-occupational injury.

17.5 Notification

In the event an employee is absent from work because of sickness or injury, the employee shall notify the supervisor, at least one (1) hour prior to the employee's scheduled start time, of the expected absence and the nature and expected length thereof. However, should an employee fail to call within the first hour of the regular work shift due to extreme illness, a physician's statement may be required by the supervisor and shall be paid for by the City when so required in the event the employee's health insurance does not cover the cost.

17.6 Family Use

Employees may use sick leave where there is an illness in their family which necessitates making arrangements for the ill relative. Members of the employee's family are defined as relatives and/or dependents domiciled in the employee's household. Variances to this policy are to be approved by the Chief of Police prior to authorization of sick leave.

17.7 Integration with Worker's Comp

In the case of on-the-job injuries covered by Workers' Compensation, the City will provide to the employee payment of regular net salary.

Payment of Workers' Compensation time-loss benefits will be received directly by the City. Should an employee receive a check for Workers' Compensation time-loss benefits, he/she shall endorse the check and give it to the Finance Director for deposit by the City. Sick leave will not be charged to the employee for injuries covered by Workers' Compensation or that are the result of on-the-job injury, during the initial 270 calendar days. At the conclusion of the initial 270 day period and for any period of time loss following the initial 270 days, relating to the same incident/injury, the eligible employee shall be required to use their sick leave or other leave benefits coordinated with their worker's compensation benefits to attain their regular pay.

17.8 Retirement or Death

- (a) Sworn employees covered by PERS shall have 50% of their unused sick leave credited to their retirement as per guidelines of PERS. In the event of the employee's death, the employee's heir will receive a cash death benefit equal to one-half of unused sick leave accrual at the time of death. This death benefit will be inapplicable if any portion of unused sick leave is converted for retirement or survivor benefits.
- (b) All other employees, including sworn employees under the Oregon Public Service Retirement Plan, who have completed 20 years of credited service ~~and/or~~ have reached their normal retirement date or have become disabled, shall have one-half (1/2) of their unused sick leave, excluding the first 350 hours¹, applied to their retirement benefit. This benefit can be a cash-out at the employee's regular straight-time rate or the time can be applied to enable the employee to retire early, if the plan allows. In the event of the employee's death, his/her survivors would receive the cash benefit equal to one-half (1/2) of the value of the employee's unused sick leave, pursuant to the limitations noted above.

17.9 Vacation Bonus

An employee shall receive eight (8) extra vacation hours for each twelve (12) consecutive months of non-use of sick leave from his/her most recent sick leave day. It shall be the responsibility of each employee to notify the department of his/her qualifications.

17.10 Appointment Leave

Effective July 1, each employee shall receive sixteen (16) hours appointment leave to be used for medical or dental appointments. (Appointment leave will be non-accumulative.)

¹ Non-sworn employees employed July 1, 2014 or earlier, will not have the first 350 hours excluded.

17.11 Family Medical Leave

The City agrees to abide by the applicable provisions of state or federal law regarding family medical leave.

17.12 Sick Leave Donation

An employee with a minimum of four hundred eighty (480) hours of unused sick leave may, on written notice to the City, donate sick leave time to another employee who has exhausted all sick leave and is in documented need of sick leave due to extended illness or injury. The donor's sick leave will first be converted to cash based on the donor's base salary and then converted to an appropriate amount of sick leave based on the donee's base salary. Such donations shall be limited to no more than 80 hours per year.

ARTICLE 18 - LEAVE OF ABSENCE WITH PAY

18.1 Compassionate Leave

In the event of a death in the employee's family or of an individual of significant personal relationship to the employee, employees will be granted three (3) days off except in the case of extended travel that requires at least 200 miles travel each way, in which case employees will be granted an entire work week. For the purpose of this Article, an employee's family shall mean: spouse, parent, children, step-children, step-parent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, grandparents, grandchildren and any other person who is a dependent of the employee. If additional time is required, the employee may utilize other accrued leave. Time taken under this provision runs concurrently with any OFLA bereavement leave to which the employee may be entitled.

18.2 Voting

When an employee's work schedule is such that he/she would not be able to vote prior to or after his/her normally scheduled work hours, he/she shall be granted off duty time of up to two (2) hours to vote without loss of pay or accrued vacation.

18.3 Training

- (a) Training Information - The City shall provide the Association with information regarding law enforcement-related training opportunities as such information is received. The Association may submit recommendations for review by the Chief regarding the available training opportunities that it believes are of particular value or are lacking in value to the Department.
- (b) Mandatory Training - An employee may request assignment to a training activity or be so assigned upon the initiative of the Department. When an employee is assigned to attend a training activity, the following shall apply:

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1. All receipted course registration fees, tuition, and other out-of-pocket expenses shall be reimbursed by the City. All textbooks and other literature received as a result of taking the training shall be the property of the City.
2. All mileage and per diem shall be reimbursed in accordance with this agreement.
3. All time required for travel and course attendance shall be paid at the employee's regular or overtime rate, as applicable.
4. For purposes of determining whether training is mandatory, the following guidelines will apply:

Training necessary to certify an employee to perform their specific job duties and functions, keep an employee certified to perform their job duties and functions, or required of an employee by the Department to perform their job duties and functions shall be considered assigned mandatory training.

The following are examples regarding the interpretation of this language:

An employee wants to go to a school to be certified but is not assigned by the Department and the training is not required for their current assignment, not mandatory.

An employee is assigned as a firearms training officer and needs to get certified as a firearms instructor before he/she can fulfill their job duties and functions as an instructor, mandatory.

A motor officer goes to training and is certified. He/she requests to go to the Annual Motor Training Conference as mandatory training, not mandatory.

- (c) Voluntary Training - Training to which an employee is not specifically assigned pursuant to "b" above, shall be designated as voluntary training. Such training may occur on paid or non-paid time or a combination thereof and may be with full, partial, or no reimbursement of expenses. At the time that a training request is approved, the Department shall specify whether the training is considered to be voluntary or assigned and, if voluntary, the specified expenses, if any, that the City will reimburse and the paid time, if any, that the City will grant

18.4 Jury Duty

- (a) Employees shall be granted leave with pay for service upon a jury provided that the day to be served on jury duty is a scheduled work day. Should the employee's regular schedule be other than a day shift, the City shall reschedule the employee to a day shift for the duration of the employee's jury service. The City shall not incur any liability for adjusting the shift of the employee on jury duty or for adjusting any other employee's shift to comply with this Article. No more employees than reasonably necessary will be adjusted to fill in for the shift of the employee on jury duty.
- (b) The employee is required to seek all fees due him or her for such jury duty and turn said fees, excepting personal vehicle mileage, over to the City. Upon being excused from jury duty for any day, the employee shall immediately contact his supervisor for assignment of the remainder of his or her work day.

- (c) This Article shall only apply to those work weeks of the member during which the member is serving on an impaneled jury or is required to report for juror selection.

ARTICLE 19 - LEAVE WITHOUT PAY

The City will consider a written application for leave of absence without pay, not to exceed one year, if the City finds there is reasonable justification to grant such leave and that the work of a department will not be jeopardized by the temporary absence of the employee. The City may terminate or cancel such leave by 30 days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave may be denied if it is for the purpose of accepting employment outside the service of the City and notice that an employee has accepted permanent employment or entered into full time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the City and the position shall be declared vacant unless the employee, prior to the expiration of the leave of absence or prior to the termination date has furnished evidence that they are unable to work by reason of sickness, physical disability or other legitimate reasons beyond their control and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time and only if the City determines that the request is reasonable and justified and that the extension may be granted without jeopardizing the operation of the department.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1 Process

To promote better relations, the parties agree to settle any disputes as to the meaning or interpretation of this contract by the following procedure:

STEP 1: After first attempting to resolve the grievance informally, the Association or any employee with notice to the Association, may claim a breach of this Agreement in writing to the employee's immediate supervisor within fourteen (14) days from the occurrence thereof, or of the employee's knowledge thereof. The notice shall include:

- a) a statement of the grievance and relevant facts;
- b) provision of the contract violated;
- c) remedy sought.

The supervisor shall respond to the grievance in writing within seven (7) days, with a copy to the Association.

STEP 2: If after seven (7) days from the date of submission of the grievance to the supervisor the grievance remains unadjusted, the grievance may be submitted within seven (7)

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days to the Chief of Police. The Chief, or his/her designee, may meet with the aggrieved party, who may request an Association representative at the hearing. The Chief, or his/her designee, shall respond to the grievance in writing within fourteen (14) days with a copy to the Association.

STEP 3: If after fourteen (14) days from the date of submission of the grievance to the Chief the grievance remains unadjusted, the grievance may be submitted within seven (7) days to the City Manager, or his/her designee, who shall meet with the aggrieved party and Association representatives and shall respond to the grievance in writing within fourteen (14) days with a copy to the Association.

STEP 4: If the grievance is not resolved within fourteen (14) days from submission of the grievance to the City Manager, or his/her designee, it may be submitted within fourteen (14) days to an arbitrator. The arbitrator shall be selected by mutual agreement of the parties as follows:

A list of eleven (11) Oregon/Washington arbitrators shall be requested from the Employment Relations Board who are members of the American Arbitration Association (AAA). If the parties cannot mutually agree to an arbitrator, they will by lot alternately strike one (1) name from the list until only one (1) is left. The one remaining shall be the arbitrator.

The parties shall jointly request that the arbitrator render a decision in writing within thirty (30) days of the close of the hearing and receipt of briefs. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement. The decision of the arbitrator shall be binding on both parties.

The parties specifically agree that, in the event issues are submitted to arbitration (grievance or interest), the decision shall be strictly limited to those issues disputed by the parties.

The costs of the arbitrator shall be borne by the losing party. Each party shall be responsible for the costs of presenting its own case to arbitration.

20.2 Time Limits

Any time limits specified in this grievance procedure may be waived by mutual consent of the parties. "Day" shall be defined as calendar day. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a denial of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved.

ARTICLE 21 - MILEAGE AND PER DIEM ALLOWANCE

21.1 Mileage Reimbursement

Whenever an employee is authorized to use his/her personal vehicle in performance of official City duties, he/she shall be compensated at the standard IRS-allowed rate.

21.2 Expenses

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An employee traveling on authorized City business shall receive, in addition to his/her transportation and lodging expenses, a per diem allowance of not more than \$50.00 ~~45.00~~ (~~\$10.00~~ ~~9.00~~ breakfast, ~~\$15.00~~ ~~14.00~~ lunch ~~\$25.00~~ ~~22.00~~ dinner) ~~\$30.00~~ per day, or fraction thereof, actually spent on City business for each programmed day of a conference or meeting and for time spent in travel, except that per diem for travel shall not exceed one (1) day each way. Per diem shall only apply when an employee is more than 20 miles from the City of Tigard. The purpose of per diem is to cover ordinary expenses such as meals, refreshment, tips, etc. If upon return to work the employee justified to the satisfaction of the City Manager that the per diem allowance was insufficient to cover reasonable actual costs, the per diem amount shall be adjusted accordingly by the City Manager. Employees anticipating the need for per diem compensation shall so advise the City Manager in advance of travel on forms provided by the City and receive advance authorization therefore.

ARTICLE 22 - CLOTHING AND UNIFORM

22.1 Uniform

If an employee is required to wear a uniform, Such uniform shall be furnished by the City, and the City shall pay for initial tailoring. Any required leatherware and personal firearm is specifically excluded from this provision and shall be the responsibility of the employee to provide. For employees hired after July 1, 2009, the City shall provide leatherware and firearm. Such leatherware and firearms shall be determined by the City, however the City agrees to consult with the Association prior to making any final determination. An employee who has been provided with a firearm must carry the City-issued firearm. An employee who has been provided City-issued leatherware may use alternate leatherware, purchased by the employee, as long as such leatherware is on a list of City-approved leatherware. The employee shall make restitution to the City for loss or damage to any City supplied uniform, leatherware or firearm unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee. Proper maintenance of a required uniform, leatherware and firearm is the responsibility of the employee; however, the City shall be responsible for replacement of body armor and OC spray in accordance with the manufacturer's recommendations.

22.2 Clothing Allowance

The City will provide a clothing allowance for employees while assigned to plain clothes duty at the rate of \$50.00 per month. The provisions of this section shall apply to reimbursable expenses incurred in the fiscal year for reimbursement within the same fiscal year and shall apply only to sworn personnel who wear plain clothes seventy-five percent (75%) or more of duty time calculated monthly.

22.3 Property Reimbursement

The City shall reimburse employees for personal property reasonably and necessarily worn or carried when such property is stolen, damaged, or destroyed as a direct result of the employee's performance of his/her official duties. Reimbursement shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the theft, damage, or destruction.

22.4 Cleaning

The City shall provide every uniformed employee with two (2) cleanings per
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week of the required uniform, and the City shall provide cleaning for the duty jacket on a quarterly basis with a contracted cleaner as specified by the City.

22.5 Equipment Allowance

The City will provide an allowance for personnel to purchase department-required and approved clothing or equipment. The equipment allowance will be in the amount of one hundred dollars (\$100.00) per year, paid by separate check as of the first pay date following July 1 of each year, and will be for the purpose of reimbursing employees for the costs of equipment necessary for the performance of their job, including articles of clothing and footwear.

ARTICLE 23 - SENIORITY

23.1 Definition

Only regular full-time employees shall have seniority. Seniority shall be achieved following the completion of the probationary period as defined in Section 26.1 and shall thereafter be established as the employee's total unbroken service in the bargaining unit. Time spent in the armed forces on military leave of absence, authorized leaves with pay and time lost because of duty-connected disability shall be included in the employee's total unbroken length of service. If an employee is on an authorized leave without pay for a period in excess of fifteen (15) calendar days, such time in excess of fifteen (15) days shall not apply to seniority provided that the employee's seniority will not be considered broken or terminated by authorized leave in excess of fifteen (15) days. In cases where employees were hired on the same date, seniority order shall be determined by lot. Employees who are promoted to a position outside of the bargaining unit shall retain existing seniority but shall accrue no seniority during the time they work outside the unit.

23.2 Loss of Seniority

Seniority shall be broken or terminated if an employee:

- (a) Quits;
- (b) Is discharged for just cause;
- (c) Is laid off and fails to respond to written notice as provided in Article 24;
- (d) Is laid off from work for any reason for twenty-four (24) months;
- (e) Fails to report to work at the termination of a leave of absence;
- (f) While on a leave of absence accepts employment without permission;
- (g) Is retired.

If an employee's seniority is broken and he is subsequently hired to work in the Police Department, his seniority shall run from his most recent date of hire within the bargaining unit.

23.3 Application

Seniority shall apply by classification in the matter of layoff, recall, and shift and days off bidding, except that if an employee has been demoted, seniority shall include all time in the employee's present or higher classification within the bargaining unit. Seniority shall apply by total unbroken service in the bargaining unit for purposes of vacation scheduling under Section 15.2.

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23.4 Seniority List

The City will provide the Association with a seniority list on January 1 and July 1 each year, if there has been a change. The Association may post it on the Association bulletin board. ~~and shall post the list in a conspicuous place available to all employees.~~

ARTICLE 24 - LAYOFF AND RECALL

In the event of layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off shall be given a position, in a lower classification in the bargaining unit, providing the employee has greater seniority than the employee being bumped, and is qualified to perform the requirements of the job. An employee who is promoted out of the bargaining unit and into management shall retain his/her unit seniority and may bump back into the unit, if laid off, if the management employee has the greater seniority as a unit member. The employee shall bump the employee in the lower class with the least seniority with the department. A sworn employee may not bump a non-sworn employee unless the sworn employee previously held the non-sworn classification. Employees shall be called back from layoff according to seniority in the classification from which the employees were laid off within the department. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee on layoff status shall accept or decline an opening within fifteen (15) days of notice of termination of layoff. Names shall be removed from the layoff list after 24 months, following the decline of an opening or failure to respond to an offer within fifteen (15) days.

If there is a shortfall of unencumbered general purpose money in the General Fund and it is necessary to lay off personnel within the bargaining unit, the City and the Association will meet and consult prior to the City finalizing and implementing its decision.

ARTICLE 25 - SHIFT AND DAYS OFF BIDDING

25.1 Rotation

All shifts shall be rotated each six (6) months on the first Sunday of the first full pay period in January and July of each year.

25.2 Shift and Days Off

Prior to regular shift rotation, eligible employees shall be entitled to submit written bids for shift assignments and days off from the slots made available by the Department. Employee bids for both shifts and days off shall be submitted in writing to a designated supervisor at least 30 days prior to the regularly scheduled rotation. Shift and days off bids shall be honored on the basis of seniority within the bargaining unit except as follows:

- (a) Unless written permission is granted by the Chief or a designee, no employee shall be eligible to remain on the same shift more than 18 consecutive months.
- (b) Between regular shift rotations, the Chief or a designee may, for good cause and based upon a good faith analysis of operational and personnel needs of the Department, reassign employees to a different shift. Such good faith assignments shall not be grievable but employees shall receive at least two (2) weeks notice

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prior to such re-assignments, unless precluded by an emergency, and shall be afforded the opportunity to discuss the matter with the Chief.

- (c) Probationary employees shall not bid for shifts.

25.3 Overtime Waiver

For the purpose of this article, the City shall not be obligated to pay overtime that arises as a result of shift rotation so long as the employee does not work more than 80 hours in a 14 day period or work more than five (5) consecutive days.

25.4 Adjustment of Schedules at Rotation

During the week before and week of the shift rotation, the City may adjust schedules for the purpose of transitioning to the new shift, to prevent an employee from working more than five (5) days in a row.

ARTICLE 26 - PROBATIONARY PERIOD

26.1 Definitions

- (a) For Police Officers who have less than 24 months satisfactory experience with a state, county, or municipal law enforcement agency, the probationary period shall be 18 months.
- (b) For Police Officers with at least 24 months satisfactory experience with a state, county, or municipal law enforcement agency, the probationary period shall be 12 months.
- (c) Non-sworn personnel shall be subject to a 12 month probationary period.

Prior to completion of the probationary period, employees may be discharged at will and such discharge shall not be subject to the grievance procedure.

26.2 Non-Sworn Promotional Probation

All non-sworn promotions shall be subject to a six (6) month promotional probationary period. Any employee who fails to complete the probationary period, including any employee who is promoted to a position outside the bargaining unit, shall have the right to be reinstated to the classification he/she held prior to being promoted.

ARTICLE 27 - DISCIPLINE AND DISCHARGE

27.1 Definition

Disciplinary action or measures for violations of rules or regulations shall include only the following: written reprimand, demotion, suspension, reduction in pay, other monetary assessment or discharge. Notice of suspension or discharge will be given in writing. Employees are subject to discipline or discharge for just cause. The parties agree that oral reprimands are
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not considered discipline.

27.2 Process

If the City has reason to discipline an employee, the employee shall have the right to be represented by an Association representative during such procedure. If the City has reason to discipline an employee, it will take all reasonable measures to assure against embarrassment of the employee before other employees or the public.

27.3 Association Representation

In the event of any interview which may reasonably lead to disciplinary action, the affected employee shall have the right to be assisted by an Association representative during such procedures. The parties mutually agree to the "Disciplinary Investigation Procedures" attached hereto as Addendum B and incorporated herein.

ARTICLE 28 - PERSONNEL FILE

No material in any form which can reasonably be construed, interpreted, or acknowledged to be derogatory shall be placed in the employee's personnel files unless he/she has been allowed to read such material.

Any employee upon his/her request shall have access to his/her personnel files and shall have the right of reproduction of his personnel files in full or in part. No portion of an employee's files shall be transmitted without the explicit consent and request of the employee, other than to those authorized within the Tigard Police Department, the City Manager or his/her staff, or a court of competent jurisdiction. The official personnel file shall be maintained in the Human Resources Department.

ARTICLE 29 – WAGES

29.1 Salary Schedules

Effective July 1, 2014 wages shall be increased across the board by 1.9%
~~Effective November 1, 2011, increase wages across the board by 1.4% (which is the CPI-W, West Urban Index (annual average) for 2013 minimum 0% and maximum of 4%, plus a market adjustment of .5%).~~

Effective July 1, 2015 wages shall be increased across the board by an amount equal to the CPI-W West Urban Index (annual average) for 2014, by a minimum 0% and maximum of 4%.
~~Effective July 1, increase wages across the board by an amount equal to the CPI-W, West Index (annual average) for 2011, minimum 0% and maximum 4%.~~

Effective July 1, 2016 wages shall be increased across the board by an amount equal to the CPI-W West Urban Index (annual average) for 2015, by a minimum 0% and maximum of 4%.
~~Either party may reopen this Section for the purposes of negotiating on a wage increase for fiscal year 2013-14. In the event one of the parties opens for negotiations, the parties will commence negotiations on or before April 1, 2013.~~

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Each employee shall be paid at one of the steps in the range prescribed for his/her classification.

Normally, an employee will be appointed or reinstated at the first step of the range established for his/her classification. The Chief may make an appointment or reinstatement above the first step.

29.2 Schedule Movement

A new employee or promoted employee is eligible for consideration for advancement to the next step of the salary range for his/her classification at the beginning of the next pay period following completion of the equivalent of six (6) months of service. At six (6) months of service, the City shall have the discretion to advance an employee more than one (1) step, if the City deems it appropriate based on the employee's prior experience. Advancement of employees to higher pay steps shall not be automatic, but may be made to the next pay step in the employee's classification, effective on the first day of the next pay period following the completion of each 12 months of satisfactory work performance. Such advancement shall be subject to a written employee evaluation by the department head to the City Manager certifying that the employee had been making normal improvement in the ability to carry out his/her job assignment.

Advancement may be withheld or postponed in the event the employee is not performing his or her job assignment satisfactorily.

29.3 Promotions

Upon promotion, employees will move to the next highest step, minimum 5% pay increase, computed on the basis of the base rate of pay exclusive of premium, special assignment, or incentive/longevity pay.

29.4 Demotion

Unless a lesser sanction is provided by the City Manager, an employee voluntarily demoted or demoted as a result of a disciplinary action shall be paid at the same step of the lower range as he/she occupied before being promoted, with consideration of length of service of the employee in the higher range. A demoted employee shall retain the same salary increase date.

29.5 Salary Range Changes

When a range is changed, the employee's pay is based upon the same step of the new range as in the old. Such changes shall not alter the employee's eligibility for salary increases.

29.6 Pay Periods

The City shall pay employees once every two weeks.

ARTICLE 30 - INCENTIVE PAY

30.1 Certification/Education

Certification pay increments will begin as of the date of issuance shown on the certification. Educational achievement pay increments will begin as of the date of written notice to the City of a degree or equivalent hours. Members of the bargaining unit shall be eligible for educational and training incentive increments to be applied to their current salary after meeting the following requirements:

- (a) Completion of probation.
- (b) Accrual of the necessary education and training points for the intermediate or advanced certificate as set forth by DPSST.

Incentive premiums and education requirements are as follows:

Sworn Personnel

Premium	DPSST Certification	Educational Achievement
2.50%	-	AA/AS or Equivalent Hours
4.25%	Intermediate	-
6.25%	Intermediate	AA/AS or Equivalent Hours
7.25%	Advanced	-
8.75%	Intermediate	BA/BS or Equivalent Hours
8.75%	Advanced	AA/AS or Equivalent Hours
10.00%	Advanced	BA/BS or Equivalent Hours

See DPSST Sworn Personnel certification Standards.

30.2 Longevity

Longevity merit incentive shall be paid in accordance with the following schedule only to those employees with five (5) or more years of service with the City on or before ratification of this Agreement, who elect to be grandfathered into the longevity premium program in lieu of eligibility for advancement to a sixth (6th) step at five percent (5%) above Step 5. The one-time election must be made by an eligible employee during the window period established by the City following ratification of this Agreement:

- 2% after 5 years
- 3% after 6 years
- 4% after 7 years

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5% after 8 years
6% after 9 years
7.5% after 10 years
10% after 15 years

Employees with less than five (5) years of service with the City on or before ratification of this Agreement, will not be eligible for longevity under this section, but will be eligible for advancement to Step 6 consistent with Article 29, Section 29.2 governing schedule movement.

The above percentages shall be applied to the individual employee's base salary but not to exceed a maximum of the top step of the police officer classification salary. These percentages shall be applied to the base pay step, not including educational incentive pay to previous longevity increases (i.e., shall not be compounded).

30.3 Special Assignment Pay

Recognizing the right of the City to transfer and assign as determined by the Chief, special assignment pay will be paid per an employee's current assignment as follows

Motorcycle ¹	5%
K-9 ¹	5%
Detectives (Including Metro Gang, <u>Commercial Crimes</u> and Narcotics)	5-10%
TNT	3-5%
SRO	3-5%
Gang Enforcement ²	2.5%

¹ Canine Handler and Motor Cycle Officer activities shall be conducted on-duty. Acceptance of the assignment is based upon willingness to care for the animal or the motorcycle off-duty. Employees who serve as Canine Handlers or Motorcycle Officers shall receive a pay differential of five percent (5%) of their base salary while serving in that capacity, and shall not receive overtime wages for off-duty care of the animal or motorcycle. The parties intend to compensate for any off-duty care, cleaning, fueling, feeding or grooming at the overtime rate computed based upon the FLSA or Oregon minimum wage (whichever is greater). The five percent (5%) differential compensates for approximately 45 minutes per day. The parties agree that not more than 45 minutes per day is required for off-duty care of the motorcycle or animal. This agreement is based in part upon the Letter Ruling of September 25, 1985, of the Deputy Administrator, Wage and Hour Division, United States Department of Labor. The parties agree that commuting to work with the motorcycle or the dog does not constitute "hours of work" solely because of being on the bike or because the dog is in the vehicle. Motorcycle Officers and Canine Handlers shall not be entitled to a call back premium when duty concerns maintenance of the motorcycle or emergency care of their animal. Such time shall be treated as overtime.

² The Gang Enforcement Officer special assignment pay is in recognition and consideration of the more directed patrol mission, the greater likelihood of becoming involved in more complex investigations and the need to address mission schedule flexibility. The Gang

Transit Police (PPB) ³	2.5%
Commercial Crimes Unit	3.5%

Except in the case of Motorcycle and K-9 assignments, employees will receive 3% (5% for detectives ~~and narcotics~~) for the first year in any assignment and will be eligible for an increase to 5% (10% for detectives ~~and narcotics~~) after serving in the assignment for one year. Employees who have previously served in the assignment for more than one year shall start at the higher percentage.

Notwithstanding any other provision of this Section 30.3, no employee may receive more than a total of 10% in special assignment pay (12.5% for Detectives).

For career development, an employee may volunteer to work a shift in a specialty assignment in order to determine whether he/she wish to put in for such assignment. The Chief, in his discretion, may approve such voluntary assignment, based on operational needs. In such case, the employee shall not receive assignment pay for the shift in question nor shall the employee be eligible for shift differential under Article 13.4 for the shift in question.

30.4 Bilingual Incentive

An employee shall be eligible to receive a \$50/month Spanish language premium if they provide the City with proof on an annual basis that they meet standards acceptable to the City. Employees fluent in Spanish, as determined by an objective standard acceptable to the City and demonstrated annually, shall receive a premium of 2.5% instead of the \$50/month Spanish language premium. The City may determine that other languages qualify for the foregoing bilingual incentives based on a demonstrated need.

30.5 Standby

Any employee required to be on standby, whether on a weekend or during the workweek, will be compensated two dollars and twenty-five cents (\$2.25) for every hour so acting. Employees on standby must be available by phone, able to respond within one hour of being called, and fit for duty.

30.6 Acting Supervisor

Appointment of non-supervisory personnel to a supervisory position may be made

Enforcement Officer Position has a regular work schedule as defined in Section 12.2(a) and (b). It is agreed that the hours worked by the Gang Enforcement Officer may be flexed.

³ The Transit Police Division special assignment pay is in recognition and consideration of the more directed patrol mission, the greater likelihood of becoming involved in more complex investigations and the need to address mission schedule flexibility and the prerequisites of the IGA (Intergovernmental Agreement) between TriMet and the City of Tigard. The Transit Police Position has a regular work schedule as defined in article 12.2(a) and (b). It is agreed that the hours worked by the Transit Police Officer may be flexed. When a Transit Police Officer's shift assignment is changed with the Transit Police unit, this shift change shall be completed pursuant to Sections 25.3 (Overtime Waiver) and 25.4 (Adjustment of Schedule at Rotation) of the contract.

on an acting basis to fill a temporary vacancy. An employee holding an acting supervisory position shall be entitled to a five percent (5%) premium for all time so assigned.

30.7 Coaching

Non-supervisory personnel assigned to coach newly hired or promoted police department employees shall be entitled to a pay increase of 5% of the top-step base pay, for the classification acting as a coach, for each day or part of a day for the duration of their acting assignment.

30.8 Higher Classification

Employees assigned to work in a higher classification, other than what is described in Sections 30.6 & 30.7 of this Article, shall be entitled to a five percent (5%) premium for all time so assigned.

30.9 Take-Home Cars for Employees in Detective Assignments

The City agrees that it will provide a take-home car for any employee in a Detective assignment.

ARTICLE 31 - SAVINGS CLAUSE

If any article or section of this Agreement or any amendment thereto should be ~~rendered held~~ invalid by operation of the law, or held invalid by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any article or section should be rendered unlawful by any lawful tribunal having jurisdiction, by statute passed after the effective date of this Agreement, or by the decision of a court of competent jurisdiction involving the same or similar language contained in the collective bargaining agreement of another public agency in Oregon~~restricted by such tribunal~~, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 32 – TERMINATION

This contract shall be effective as of the date of its signing by both parties or as otherwise specified herein and shall remain in full force and effect until June 30, 2017 ~~June 30, 2014~~.

The parties agree to commence negotiations on or before February 1, 2017 ~~January 5, 2014~~, for a successor Agreement. This contract shall remain in full force and effect during the period of negotiations.

The parties agree to administer this contract and negotiate for a successor agreement in accordance with ORS 243.650, *et seq.*, the Oregon Public Employee Collective Bargaining Law.

Signed this _____ day of _____ 2014 ~~2011~~.

City of Tigard and TPOA - Expiration Date: June 30, 2017

CITY OF TIGARD, OREGON

TIGARD POLICE OFFICERS'
ASSOCIATION

City Manager

TPOA President

Date: _____

Date: _____

City of Tigard and TPOA - Expiration Date: June 30, 2017

ADDENDUM B - DISCIPLINARY INVESTIGATION PROCEDURES

A. Advance Notice.

Prior to any disciplinary investigation which could result in suspension or discharge, the employee concerned shall be notified not less than twenty-four (24) hours before the interview or such time as written reports are required, except when, in the opinion of the City, a delay will jeopardize the success of the investigation or when criminal conduct is at issue. If the employee is advised in writing that the interview will not be used against him or her for disciplinary purposes, then the 24 hour notice will not be required. An employee may voluntarily waive the above twenty-four hour (24-hour) notice. The notice shall include the specific reasons for the interview, a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform him/her of the nature of the investigation. The employee shall be notified of the right to and afforded an opportunity and facilities, subject only to scheduling limitation, to contact and consult privately with an attorney and/or a representative of the Association, and to have that representative and/or attorney present at any interview. The Association Representative representing the employee during the investigation may not be required to disclose, or be subject to disciplinary action for refusing to disclose, statements made by the Employee to the Representative for purposes of the representation. The Association will designate the Association Representative who will be representing the employee in the investigation and will notify the City of the designation. If there is a need for more than one Representative to be designated, the Association will explain the reason for the additional Representative(s) to the City. The parties agree that the Association may not designate a witness in the investigation as the Association Representative.

B. The Interview

1. Interview shall be conducted in the Department Office unless mutual agreement of the parties or the particular circumstances of the situation require another location.

2. Any interview of an employee normally shall be when he/she is on duty, unless the serious nature of the investigation dictates otherwise.

3. Parties to the interview shall be limited to those reasonably necessary to conduct a thorough and fair investigation. The employee shall be informed as to the name, rank and command, or other similar information of all persons present, if they are unknown to him/her, and may have an Association or other representative present to witness the interview and assist him/her.

4. The interview shall be limited in scope to acts, events, circumstances and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation or coercion. The employee shall be granted reasonable rest periods, with one (1) intermission every hour if so requested. Interviews exceeding two (2) hours shall be continued only by mutual consent.

5. ~~If~~ The interview shall be recorded, and the employee shall be provided with a copy of the recording at the conclusion of the interview, or as soon as practicable thereafter, upon request, or he/she may record the interview himself/herself at his/her own expense, and the City shall be provided with a copy. If any portion of the recording is transcribed, the employee shall be given a copy. Interview proceedings shall be kept strictly confidential by all concerned.

C. Investigation Findings:

1. When the investigation results in sustained charges of violation of department policy, the employee and the Association, upon request, shall be given a copy of the investigation, including all material facts of the matter. If available, such information will be provided in an electronic format (i.e. PDF or other protected format).

2. When the investigation results in discharge or suspension, the employee shall be notified immediately of the nature of the action to be taken, the reasons therefore, and the effective date of such action. Copies of the notice and summary report of the investigation shall be placed in the employee's personnel file and made available for his/her inspection.

3. An employee may protest any suspension or discharge through the regular contract grievance procedure.

Memorandum of Agreement regarding One-Time VEBA Contribution

~~The City agrees that it will make a one-time VEBA contribution on behalf of each regular employee in the bargaining unit in the amount of \$400.00. The contribution will be made on December 1, 2011, and will be made only for active regular employees employed on that date.~~

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TIGARD POLICE OFFICERS' ASSOCIATION
AND THE
CITY OF TIGARD**

Expires: June 30, 2017

Resolution # _____

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PREAMBLE

This contract entered between the City of Tigard, Oregon, hereinafter referred to as the "City," and the Tigard Police Officers' Association, hereinafter referred to as the "Association," has as its purpose the promotion of an efficient police department; harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and to set forth their entire agreement with regard to rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for the employees in the bargaining unit as set forth in Addendum A.

The City shall notify the Association of its decision to add any new classifications to the Police Department. If the City and the Association cannot agree whether a new position is supervisory, managerial, confidential, or if a new classification should be included in the bargaining unit, the dispute shall be submitted to the Employment Relations Board. When the parties are unable to agree as to the representation status of such a new position, the City shall have the option of leaving the position vacant or filling the position at a provisional wage rate until the issue is resolved. If such a position is filled on a provisional basis and if there is a subsequent adjustment in the wage rate, such adjustment shall be retroactive to the date that the position was filled.

The bargaining unit shall consist of those classifications listed in Addendum A that are regular full-time employees and those employees within those classifications that are regularly scheduled to work 20 hours or more per week, excluding supervisory and confidential employees as defined by the Public Employee Collective Bargaining Act.

ARTICLE 2- MAINTENANCE OF STATUS QUO

The City shall be obligated to negotiate over existing conditions that are mandatory subjects of bargaining or the mandatory bargainable impacts, whether or not they are covered by this agreement, if the City intends to alter, change or modify such conditions.

In the event the City desires to amend or modify or change the status quo that is a mandatory subject of bargaining or that has a mandatory impact, the City will provide the Association President or his/her designee with written notice of the proposed change. The Association shall have ten (10) days to object in writing to the person proposing the change or their designee. The failure of the Association to object in writing to the proposed change within ten (10) days of the notice provided for above shall serve as a waiver of the Association's right to bargain. The Association's written objection shall specify the nature of the objection and identify whether the Association believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject.

Thereafter, the parties shall bargain in good faith over said changes for a period not to exceed thirty (30) days. If after the passage of thirty (30) days, the parties have not reached agreement, either party may declare an impasse and initiate interest arbitration pursuant
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to ORS 243.746 by requesting a list of eleven (11) Oregon and/or Washington arbitrators from the Employment Relations Board who are members of the American Arbitration Association (AAA). If the parties cannot mutually agree to an arbitrator, they will by lot alternately strike names and the last one (1) will be the arbitrator. The arbitrator shall conduct a hearing within thirty (30) days of announcement of his/her selection, or at such other time as the parties mutually agree.

ARTICLE 3 - CHECK OFF AND PAYMENT IN LIEU OF DUES

3.1 Check-off

The City will deduct Association dues from the wages of employees when so authorized and directed in writing by the employee on the authorization form provided by the City.

Any authorization for the payroll deductions may be canceled by any employee upon written notice to the City and the Association prior to the 15th day of each month, to be effective on the 1st day of the following month.

The City will not be held liable for check-off errors but will make proper adjustments with the Association for errors as soon as is practicable. It is also agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.

3.2 Payment in Lieu of Dues

Any regular employee who is a member of the bargaining unit and has not joined the Association within thirty (30) days of becoming a regular employee, or who has joined within such time and then withdrawn from membership after such thirty (30) days, shall have deducted from his/her pay by the City a monthly service fee in the uniform amount of a payment in lieu of dues to the Association. The payment in lieu of dues shall be segregated by the Association and used on a pro-rata basis solely to defray the cost for its services rendered in negotiating and administering this Agreement. Such deduction shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.

3.3 Religious Objection

Any individual employee objecting to payment in lieu of dues based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, is required to inform the City and the Association of his/her objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to the above mentioned payment in lieu of dues to a charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the City that such has been accomplished, as appropriate.

3.4 Indemnification

The Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article.

ARTICLE 4 - EMPLOYEE RIGHTS

4.1 Employee Organizations

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join and participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by an employee organization because of his exercise of these rights.

4.2 Non-Discrimination

The City and the Association agree the provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, labor organization affiliation, or political affiliation.

ARTICLE 5 - MANAGEMENT RIGHTS

The City administration and department heads shall exercise the sole responsibility for management of the City and direction of its work force. To fulfill this responsibility, the rights of the City include, but are not limited to: establishing and directing activities of the City's departments and its employees, determining services to be rendered, standards of service and methods of operation, including subcontracting and the introduction of new technology and equipment; establishing procedures and standards for employment and promotion; to layoff, transfer and promote; to discipline or discharge for cause; to determine job descriptions; determine work schedules, to establish performance standards, and assign work; and any other rights except as provided in Article 2 of this Agreement.

ARTICLE 6 - CITY SECURITY

The Association agrees that during the term of this contract its membership will not participate in any strike against the City under any circumstances. For the purpose of this contract, the meaning of the word "strike" is any concerted stoppage of work, slowdown, speedup, sit-down, absence from work upon any pretext that is not founded in fact, interruption of the operations of the City by the Association, or any similar act. Violation of this section by any bargaining unit member shall be grounds for disciplinary action up to and including discharge.

ARTICLE 7 - ASSOCIATION BUSINESS

7.1 Association Business

Up to four (4) members of the bargaining unit selected to serve as authorized representatives shall be certified in writing to the Chief of Police. When authorized in advance, up to two (2) representatives shall be granted time off without loss of regular pay for the purpose

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of meeting with City representatives. Employees may attend Association meetings on duty, subject to call, when authorized by the Chief of Police.

7.2 Contract Negotiations

The Association's negotiating team may be comprised of more than three (3) employees; provided however, that the City's obligation to allow such individuals to attend negotiations during duty hours without loss of pay shall be limited to three (3) individuals. Hours utilized for this purpose shall not be considered hours worked in determining the payment of overtime.

The date, time, and place for negotiating sessions shall be established by mutual agreement between the parties.

7.3 Special Conferences

Special conferences to discuss employment relations matters shall be arranged between the Association and the City or its designated representatives within a reasonable period of time after either party receives a request from the other party. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the request to confer is made. The Association members shall not lose time or pay for time spent in such conferences.

Members of the bargaining unit may be allowed to attend conferences directly related to Association matters, provided the City receives sufficient advance notice of the dates of such conferences and the approval of the Chief of Police is obtained. The maximum number of days to be paid by the City shall not exceed an aggregate of six (6) conference days per year. The City shall not pay for travel, lodging, or per diem expenses of the members attending the conferences.

ARTICLE 8 - GENERAL AND SPECIAL ORDERS

The City will furnish the Association with copies of all general or special orders from within the Police Department promulgated during the term of this Agreement pertaining to wages, hours, and conditions of employment.

ARTICLE 9 - DEPARTMENT MANUAL AND CONTRACT

The City agrees to furnish each employee of the bargaining unit with an electronic copy of the Department Manual and a copy of this contract as provided by the Association for distribution.

ARTICLE 10 - BULLETIN BOARD

The City agrees to furnish a suitable bulletin board in a convenient place to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board and shall limit its postings to Association business. Only members of the

bargaining unit may post or remove items on the Association bulletin board. In the event the City desires that an item be removed, it will contact the Association with a request for such. The item will be removed if found inappropriate by the parties.

ARTICLE 11 - OUTSIDE EMPLOYMENT

Employees wishing to engage in off-duty employment with another employer must obtain approval from the Chief.

ARTICLE 12 - HOURS OF WORK

12.1 Work Week

The work week, consistent with the operating requirements of the City, shall consist of a forty-hour (40-hour) shift schedule during a seven day calendar day period commencing midnight Sunday and ending midnight the following Sunday.

12.2 Work Schedule

A “work schedule,” consistent with the operating requirement of the City, shall be a 5-8, 4-10, alternative work week, flexible or part-time schedule as follows:

(a) A “5-8” work schedule shall consist of five (5) consecutive days of eight (8) work hours each followed by two (2) consecutive days off.

(b) A “4-10” work schedule shall consist of four (4) consecutive days of ten (10) work hours each followed by three (3) consecutive days off.

(c) The City and the Association may agree to an alternative work schedule consisting of fixed hours other than a 5-8 or 4-10. In the event an alternative work schedule is implemented, the parties agree to meet to negotiate its implementation and any other contract changes as may be necessary.

(d) A “flexible” work schedule shall be equal in total hours worked during the work week to that of a “5-8” employee, and unless otherwise agreed, shall have no maximum or minimum number of work hours per day or work days per week. Such work schedule shall not be in effect unless agreed upon in advance by the individual affected employee and the City. An employee’s acceptance of such assignments constitutes the employee’s voluntary agreement to a flexible schedule. The parties agree that all Detective and Commercial Crimes Unit assignments shall be on a flexible work schedule. The determination of any additional assignments that are expected to work a flexible work schedule will be subject to bargaining between the City and the Association. In the event the parties are unable to reach agreement, such matters may be pursued through the mid-term bargaining procedures set forth in Article 2. Detectives and CCU shall not be removed from the on-call roster just because they have reached 40 hours worked in the workweek.

(e) A variable work schedule will be applicable to special assignments for Gang Enforcement, Transit Police and Street Crimes Units. Section 12.6 (Work Schedules) and 13.4 (Shift Differential) are not applicable to employees in these assignments. Hours worked by

these assignments will not be flexed for purposes of mandatory training, court appearances, the avoidance of the Safety Release as defined in Article 12.7 and the avoidance of overtime thresholds as defined in Sections 13.1 (daily overtime) and 13.3 (call back). When either of these shift assignments are changed within the respective units, the shift change shall be completed pursuant to Sections 25.3 (overtime waiver) and 25.4 (adjustment of schedule at rotation) of the agreement.

(f) "Regular part-time" employees shall be scheduled to work a portion of any of the above-specified schedules.

(g) These schedules shall include meal and rest periods as set forth in this article.

12.3 Work Day

The work day shall be a 24-hour period commencing at the start of the employee's regularly scheduled shift.

12.4 Meal Period

Each employee covered by this agreement will be permitted a 30 minute paid meal period each workday to the extent consistent with operational or duty requirements, except for employees attending the academy or training where a longer lunch period is provided and the employee is relieved from duty, in which case, the lunch period shall be unpaid.

12.5 Rest Periods

Each employee covered by this agreement will be permitted two (2), fifteen (15) minute paid rest periods each work day, to the extent consistent with operational or duty requirements.

12.6 Work Schedules

An employee will normally be given adequate advance notice of any change in his regular hours of work, except where an emergency exists. Notice will not be given less than two (2) weeks prior to the employee's change of work schedule, except where a change of schedule is for the purpose of the employee's voluntary training or for the purpose of adjusting the schedule of a probationary employee not released for solo status.

12.7 Safety Release

Employees working sixteen or more hours in a twenty-four hour period who provide notice to their supervisor at least one hour prior to reaching the sixteen-hour threshold may be given their next consecutive scheduled shift off with pay. In such event, no deduction shall be made from the employee's leave. If employees are directed to work their next consecutive scheduled shift, they shall be paid at the rate of time and one-half for such shift. The twenty-four hour period described herein shall commence at the start of the employee's regularly scheduled shift

Employees who do not receive eight (8) consecutive hours off either before or after a court appearance will receive sufficient administrative hours off with pay to equal eight (8) hours off. Employees working the graveyard shift, K-9 and night traffic car, who appear in court on the day before the start of the first day of their consecutive work days shall receive sufficient administrative hours off with pay to equal eight (8) consecutive hours off after their

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court appearance.

Employees assigned to any Detective assignment (including Narcotics and Metro Gang Enforcement) shall not be subject to Section 12.7.

ARTICLE 13 - OVERTIME AND PREMIUM PAY

13.1 Definition

All work under the following conditions shall be compensated at the rate of time-and-one-half:

(a) For employees assigned to a 5-8 schedule, all work in excess of eight (8) hours on any work day, and all work performed on a regularly scheduled day off.

(b) For employees assigned to a 4-10 schedule, all work in excess of ten (10) hours on any workday and all work performed on a regularly scheduled day off.

(c) All work in excess of forty (40) hours in a work week.

During shift rotation, only the daily overtime threshold (work over eight (8) or ten (10) hours in a day) of Article 13.1 will apply and overtime otherwise will be governed by Article 25, Section 25.3.

All overtime pay shall be computed to the nearest one quarter (1/4) hour. Paid compensatory time off and all other paid time off, unless otherwise specified in this agreement, shall be counted as hours worked for purposes of determining overtime compensation. All non-paid time off shall not be counted as hours worked for purposes of determining overtime compensation.

13.2 Form of Compensation

The employee may elect to be compensated for all overtime in cash, or he/she may elect to accrue compensatory time to the extent such is allowed by law, to a maximum accrued balance of forty (40) hours, with the remainder to be paid in cash. Compensatory time shall be scheduled and taken off in accordance with the Fair Labor Standards Act.

Employees may contribute unused compensatory time to a bank which shall be maintained as an Association leave bank to be utilized by representatives of the Association to conduct business. The Association leave bank may contain no more than 200 hours of accumulated leave at any one time, and shall be accessed only when authorized by the Association. Leave from this bank of time will be scheduled by mutual agreement.

13.3 Callback

Authorized court and call-back overtime shall be compensated at the below minimums:

(a) On a Scheduled Work Day: Three (3) hours (either overtime pay or compensatory time at the rate of time and one-half, at the employee's choice, as provided in Section 13.2), but this minimum shall not apply if the court or call-back assignment begins one

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(1) hour or less before the start or after the end of the employee's regular shift.

(b) On a Scheduled Day Off: Four (4) hours (either overtime or compensatory time at the rate of time and one-half, at the employee's choice, as provided in Section 13.2), scheduled days off include scheduled leave days, provided the employee complies with current court notification procedures.

For purposes of this Section, court time starts from the Police Department unless the employee goes directly to court from home, in which case the time starts from the employee's arrival at court. As a condition of receipt of payment for the time involved, all witness fees, mileage allowances, and other remuneration paid for appearances in court proceedings under this Article shall be turned over to the City. An employee who is on court call-back remains on call-back until finally released for the day by the court.

The parties agree that employees working in Detective and CCU assignments shall be eligible for call-back pay under the foregoing provisions, despite the fact that such employees are on a flexible work schedule in accordance with Section 12.2(d), above. For Detectives and CCU, the end of their "regular shift" shall be the time they left work on a particular day. The start of their "regular shift" shall be the time they were scheduled to come in on a particular day.

13.4 Shift Differential

Any member of the bargaining unit who has been employed at least one (1) year and who is required to work two (2) or more different shifts within a normal work week shall be compensated with two (2) hours of overtime for that week. This differential shall not apply when the above occurs as a result of mutual agreement between members of the bargaining unit for their own personal benefit. A person who has been employed at least six months but less than one year shall be entitled to shift differential if adjusted for purposes other than training.

13.5 Phone Calls While Off Duty

If an employee receives a phone call from a supervisor while off duty that is related to his/her work for the City, the employee shall be paid for the actual time spent on the phone, provided the phone call lasts seven-and-a-half (7 ½) minutes or longer. Such calls that last less than seven-and-a-half (7 ½) minutes shall be considered *de minimus* and will not be compensated.

13.6 No Pyramiding

The City shall not be required to pay twice for the same hours.

ARTICLE 14 - HOLIDAY COMPENSATION

In lieu of holidays off, each full-time employee shall be credited with eight (8) hours of holiday time or cash, at the option of the employee, for each month worked. If the employee elects to receive holiday time, such time off shall be credited to his/her vacation/holiday account. Part-time employees shall receive a prorated holiday time credit on a prorated basis to that of a forty (40) hour employee.

Within 30 days of the dates specified herein, employees will be required to advise

the City what portion of their holiday time is to be converted to their vacation/holiday account and/or paid monthly or on the dates specified below. If an employee elects to have a portion of their holiday hours paid, such payment shall be made on December 1 and/or June 1 of each year and shall not exceed 48 hours on either date. The City will provide employees with a selection form and each employee will be required to make a selection and return the form within the time period described in this section. Employees electing to take such payment may also elect to have the payment made to their deferred compensation account, through the current method of completing the proper forms, so long as the amount does not place them above the Federal maximum for the calendar year.

ARTICLE 15 – VACATIONS

15.1 Accrual

Vacations shall accrue as follows:

Years of Continuous Service	Monthly Accrued Rate	Annual Hours	Equivalent Accrual Days
0-12 months/0-1 yr.	6 2/3 hours	80	10
13-60 months/1-5 yrs	8 hours	96	12
61-120 months/5-10 yrs	10 hours	120	15
121-180 months/10-15 yrs	12 hours	144	18
180-240 months /15-20 yrs	13 1/2 hours	162	20.25
Over 240 months/Over 20 yrs	16.0 hours	192	24

Notwithstanding the above specified rates of vacation accrual, no employee shall be allowed to accumulate vacation/holiday in excess of 280 hours. It shall be the responsibility of each employee to schedule sufficient vacation/holiday so that he/she is not denied accrual of additional vacation. If an employee is unable to take vacation due to the operational needs of the department, he/she may make arrangements with the Chief to exceed the maximum accrual specified above.

Accrued vacation shall be credited as earned vacation for each month of service. Part-time employees shall be credited with earned vacation on a prorated basis to that of a forty (40) hour employee, in accordance with the above schedule. Vacation accrued during the first six (6) months of continuous service shall not be credited as earned vacation until the employee completes the first six (6) months of continuous service.

15.2 Scheduling

Vacation periods shall be scheduled at the mutual agreement of the City and the individual employee. Within fifteen (15) days after the completion of each shift bid, the City

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shall post a vacation bid sheet for two weeks. The most senior employee within each classification shall be afforded the first selection of vacation for the upcoming six-month shift bid period, followed by the next most senior employee within each classification, and so on. Each employee shall be allowed to select one continuous vacation period (vacation/holiday and comp time included) from the portions of the shift bid period in which vacation is available. A bid vacation will not be denied solely because it overlaps another bid vacation so long as the overlap does not exceed two days. After the seniority vacation selection as provided for above, all additional vacation will be scheduled subject to the operational needs of the department on a first-come first-served basis. Once a vacation request has been approved, it shall not be canceled by the City unless due to circumstances beyond the control of the City.

15.3 Separation

All employees shall be entitled to payment for unused vacation/holiday and comp time upon separation from City service. In the event of death, the employee's heirs will be entitled to payment of such accrued time.

15.4 Bonus

Employees, at their option, may elect to be paid up to forty (40) hours of accrued vacation in addition to vacation time taken when they take vacation leave totaling 40 hours paid time per fiscal year.

ARTICLE 16 - INSURANCE BENEFITS

16.1 Health, Dental and Vision Insurance

Effective January 1, 2012, the City agrees to provide CIS Blue Cross Plan V-E-PPP medical insurance (\$500 individual, \$1500 family deductible) including the preventative care option and alternative care option, dental insurance through ODS and vision insurance or substantially equivalent coverage contingent upon CIS' minimum enrollment requirements for each employee and all enrolled dependents including domestic partners. The City will pay ninety percent (90%) of the premium cost and the employee shall pay ten percent (10%) of the premium cost.

Employees will have an option of electing alternative medical, vision and prescription coverage plans offered by the City, at least one of which will be through Kaiser, in lieu of coverage under Blue Cross Plan V-E-PPP and VSP Vision. For employees electing any of the alternative plans the City will pay up to ninety percent (90%) of the Blue Cross coverage provided above and the employee will be responsible for any additional cost.

16.2 Payroll Deduction

Any insurance premiums paid by the employee in accordance with the foregoing provisions shall be paid by the employee via payroll deduction. This Agreement authorizes the City to make payroll deductions consistent with this Article 16, Section 1 with or without the employee's individual authorization.

16.3 Life and Disability Insurance

The City agrees to provide and maintain the current life and disability insurance plan or a substitute plan of the same service delivery type at substantially the same or a better
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benefit level at no cost to the employee. The City agrees to make optional voluntary life insurance available for employee purchase subject to the limits available to the City.

16.4 Physical Examinations and Capability Test and Incentive Program

The City may require each employee to take a physical examination, or it may choose to require such an examination only for sworn officers. Each employee who is required to take such an examination may choose to use his/her own physician, at the employee's expense, or to use a physician designated by the City, at the City's expense.

The spirit of the physical examination and the annual physical capability test is for the welfare of the employee and is not intended to be punitive in any manner. The physical examination will focus on specific health maintenance issues and early identification of potential job related health problems in the future.

The report form will address only those health issues related to personnel in their specific working environment. Access to the report is limited to the City Manager, Chief of Police, Human Resources Director, and the named employee.

Recognizing that physical fitness is beneficial to the health and wellbeing of Employees, in addition to lowering the potential costs of healthcare and work related injuries, a physical fitness incentive program will be established beginning upon ratification.

ORPAT INCENTIVE

Employees will be provided the opportunity to participate in the DPSST certified ORPAT course twice per fiscal year. Scheduling of this testing shall be determined by the Chief of Police and will allow for make-up tests and re-tests as described herein.

Recognizing that participation in this incentive program is purely voluntary, all ORPAT testing will be done off duty and without compensation. The City will provide the location and all testing equipment, including a certified ORPAT instructor to facilitate the testing.

Prior to participating in the fitness incentive, employees will be required to sign a waiver indicating they understand the physical challenges of ORPAT and the risks of participating. If at any time, in the opinion of the ORPAT instructor or on scene supervisor, the employee appears to be in physical distress, the testing will be stopped.

Those Employees who successfully complete the ORPAT course in a time that is considered passing on their first attempt will receive an incentive bonus of two hundred and fifty dollars (\$250.00). An employee may take the ORPAT twice/year, with a maximum incentive of \$500/fiscal year.

The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction. For purposes of this agreement, the minimum standard for passing will be the time established as passing by DPSST for an Entry Level Police Officer.

If an Employee fails to pass the ORPAT, that Employee may request a re-test within (1) month after their first attempt. At the discretion of the Chief of Police, the Employee may be allowed to retake the ORPAT at a mutual agreed date, within (2) months after the Employee's request.

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If an Employee passes the ORPAT on their re-test they will receive an incentive bonus of one hundred and fifty dollars (\$150). The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction.

If an Employee is unable to participate in the scheduled ORPAT test due to vacation, court, bona-fide illness or injury or other reasonable conflict, the Employee may request a make-up test without penalty so long as the make-up test is completed and passed within a mutually agreed time frame between the Employee and the Chief of Police.

For make-up tests or re-tests to qualify, officers must first obtain pre-authorization from the Chief, and then coordinate the make-up or re-test with a local police agency, when that agency is running their own testing.

Reasonable efforts shall be taken to complete the make-up test within (3) months of the originally missed scheduled test.

Employees who choose not to participate, or who seek this incentive, but do not meet the minimum ORPAT passing standard as defined-in this agreement, will not be negatively impacted.

16.4 Retirement

The City shall continue to participate in the Public Employees Retirement System for sworn officers employed by the City prior to August 28, 2003, and who are eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to section 2 of chapter 733 Oregon, Laws 2003. The City shall participate in the Oregon Public Service Retirement Plan for sworn officers employed by the City on or after August 28, 2003, who are not eligible to receive benefits under ORS chapter 238 for service with the City pursuant to section 2 of chapter 733, Oregon Laws 2003.

On behalf of employees in the Public Employees Retirement System, the City will continue to “pick up” the employee contribution as the law requires. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003. Nothing in this agreement shall constitute a waiver of any party’s rights, claims or defenses with respect to the PERS litigation.

On behalf of employees in the Oregon Public Service Retirement Plan, the City will pay an amount equal to six percent (6%) of the employee’s monthly salary, not to be deducted from the salary, as the employee’s contribution to the employee’s account when the employee becomes a member of the Individual Account Program established by section 29 of chapter 733, Oregon Laws 2003. The employee’s contributions paid by the City shall not be considered to be “salary” under section 1(16)(c) of chapter 733, Oregon Laws 2003, for the purposes of computing a member’s “final average salary” under section 10 of chapter 733, Oregon Laws 2003, or “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to section 32 of chapter 733, Oregon Laws 2003.

All non-sworn employees will receive a vested benefit into the ICMA 401(a) retirement program after six (6) months of continuous service with the City. The City’s contribution will be 10% of the employee’s base salary.

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16.5 Liability

The City shall continue liability protection as required by ORS 30.260 through 30.300 (Oregon Tort Claims Act). The City may choose to self-insure.

16.6 Plan Descriptions

The City will annually provide each employee with a list and description of those insurance plans which this contract enumerates and a list and description of those plans which are available as options to City employees.

16.7 Flexible Spending Account

The City will make available the IRS Section 125 flexible spending account for pre-tax group premiums, dependent care and other approved medical reimbursement purposes.

16.8 VEBA

To help offset the cost of premium contributions or other health insurance expenses elected by the employee, the City will contribute \$900 annually (\$75 per month) to a VEBA account on behalf of each bargaining unit member, starting December 1, 2011.

16.9 Deferred Compensation

The City will contribute 1% of base monthly salary into the deferred compensation account of employees with ten (10) or more completed years of service as an employee of the City of Tigard within the TPOA bargaining unit. For employees who have completed fifteen (15) or more years of service, the City will contribute a total of 1.5% of base monthly salary into the employee's deferred compensation account. Eligible employees shall begin receiving contributions by the City pursuant to this Section in the first payroll period following ratification of this Agreement by both parties. To be eligible, an employee must meet the years of service requirement and have completed and filed the paperwork necessary to open and direct the contribution to an individual deferred compensation account.

For the purposes of this Section, base monthly salary is defined as the monthly salary range and step of each individual as provided in Addendum A of this Agreement. This Section shall not apply to TPOA members currently receiving longevity payments pursuant to Section 30.2 of this Agreement. No contributions by the City pursuant to this section shall be retroactive.

ARTICLE 17 - SICK LEAVE

17.1 Purpose

The purpose of sick leave is to allow continuation of pay while an employee recuperates from an illness or other approved reason causing absence as noted in Section 17.6. Sick leave is also intended to provide employees with the assurance of pay in order that they may be away from the job to avoid exposing others to illness.

17.2 Accrual System

Employees shall be credited with eight (8) hours of accumulated sick leave for each full calendar month actively employed by the City. All regular employees and all probationary employees (after 30 days employment) are allowed sick leave for non-occupational disability. Sick leave may be accrued without a limit, except as provided for conversion to retirement.

17.3 Part-time Employees

Sick leave benefits for part-time employees shall be granted on a prorated basis to that of a forty (40) hour employee.

17.4 Utilization

Accumulated sick leave shall be payable at the employee's regular straight-time rate in an amount equal to the time the employee would have worked, to a maximum of ten(10) hours per day. Employees may utilize their allowance for sick leave whenever they are unable to perform their work duties by reason of illness or non-occupational injury.

17.5 Notification

In the event an employee is absent from work because of sickness or injury, the employee shall notify the supervisor, at least one (1) hour prior to the employee's scheduled start time, of the expected absence and the nature and expected length thereof. However, should an employee fail to call within the first hour of the regular work shift due to extreme illness, a physician's statement may be required by the supervisor and shall be paid for by the City when so required in the event the employee's health insurance does not cover the cost.

17.6 Family Use

Employees may use sick leave where there is an illness in their family which necessitates making arrangements for the ill relative. Members of the employee's family are defined as relatives and/or dependents domiciled in the employee's household. Variances to this policy are to be approved by the Chief of Police prior to authorization of sick leave.

17.7 Integration with Worker's Comp

In the case of on-the-job injuries covered by Workers' Compensation, the City will provide to the employee payment of regular net salary.

Payment of Workers' Compensation time-loss benefits will be received directly by the City. Should an employee receive a check for Workers' Compensation time-loss benefits, he/she shall endorse the check and give it to the Finance Director for deposit by the City. Sick leave will not be charged to the employee for injuries covered by Workers' Compensation or that are the result of on-the-job injury, during the initial 270 calendar days. At the conclusion of the initial 270 day period and for any period of time loss following the initial 270 days, relating to the same incident/injury, the eligible employee shall be required to use their sick leave or other leave benefits coordinated with their worker's compensation benefits to attain their regular pay.

17.8 Retirement or Death

- (a) Sworn employees covered by PERS shall have 50% of their unused sick leave credited to their retirement as per guidelines of PERS. In the event of the employee's death, the employee's heir will receive a cash death benefit equal to one-half of unused sick leave accrual at the time of death. This death benefit will be inapplicable if any portion of unused sick leave is converted for retirement or survivor benefits.
- (b) All other employees, including sworn employees under the Oregon Public Service Retirement Plan, who have completed 20 years of credited service and have reached their normal retirement date or have become disabled, shall have one-half (1/2) of their unused sick leave, excluding the first 350 hours¹, applied to their retirement benefit. This benefit can be a cash-out at the employee's regular straight-time rate or the time can be applied to enable the employee to retire early, if the plan allows. In the event of the employee's death, his/her survivors would receive the cash benefit equal to one-half (1/2) of the value of the employee's unused sick leave, pursuant to the limitations noted above.

17.9 Vacation Bonus

An employee shall receive eight (8) extra vacation hours for each twelve (12) consecutive months of non-use of sick leave from his/her most recent sick leave day. It shall be the responsibility of each employee to notify the department of his/her qualifications.

17.10 Appointment Leave

Effective July 1, each employee shall receive sixteen (16) hours appointment leave to be used for medical or dental appointments. (Appointment leave will be non-accumulative.)

17.11 Family Medical Leave

The City agrees to abide by the applicable provisions of state or federal law regarding family medical leave.

17.12 Sick Leave Donation

An employee with a minimum of four hundred eighty (480) hours of unused sick leave may, on written notice to the City, donate sick leave time to another employee who has exhausted all sick leave and is in documented need of sick leave due to extended illness or injury. The donor's sick leave will first be converted to cash based on the donor's base salary and then converted to an appropriate amount of sick leave based on the donee's base salary. Such donations shall be limited to no more than 80 hours per year.

¹ Non-sworn employees, employed July 1, 2014 or earlier, will not have the first 350 hours excluded.

ARTICLE 18 - LEAVE OF ABSENCE WITH PAY

18.1 Compassionate Leave

In the event of a death in the employee's family or of an individual of significant personal relationship to the employee, employees will be granted three (3) days off except in the case of extended travel that requires at least 200 miles travel each way, in which case employees will be granted an entire work week. For the purpose of this Article, an employee's family shall mean: spouse, parent, children, step-children, step-parent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, grandparents, grandchildren and any other person who is a dependent of the employee. If additional time is required, the employee may utilize other accrued leave. Time taken under this provision runs concurrently with any OFLA bereavement leave to which the employee may be entitled.

18.2 Voting

When an employee's work schedule is such that he/she would not be able to vote prior to or after his/her normally scheduled work hours, he/she shall be granted off duty time of up to two (2) hours to vote without loss of pay or accrued vacation.

18.3 Training

- (a) Training Information - The City shall provide the Association with information regarding law enforcement-related training opportunities as such information is received. The Association may submit recommendations for review by the Chief regarding the available training opportunities that it believes are of particular value or are lacking in value to the Department.
- (b) Mandatory Training - An employee may request assignment to a training activity or be so assigned upon the initiative of the Department. When an employee is assigned to attend a training activity, the following shall apply:

1. All receipted course registration fees, tuition, and other out-of-pocket expenses shall be reimbursed by the City. All textbooks and other literature received as a result of taking the training shall be the property of the City.
2. All mileage and per diem shall be reimbursed in accordance with this agreement.
3. All time required for travel and course attendance shall be paid at the employee's regular or overtime rate, as applicable.
4. For purposes of determining whether training is mandatory, the following guidelines will apply:

Training necessary to certify an employee to perform their specific job duties and functions, keep an employee certified to perform their job duties and functions, or required of an employee by the Department to perform their job duties and functions shall be considered assigned mandatory training.

The following are examples regarding the interpretation of this language:

An employee wants to go to a school to be certified but is not assigned by the

Department and the training is not required for their current assignment, not mandatory.

An employee is assigned as a firearms training officer and needs to get certified as a firearms instructor before he/she can fulfill their job duties and functions as an instructor, mandatory.

A motor officer goes to training and is certified. He/she requests to go to the Annual Motor Training Conference as mandatory training, not mandatory.

- (c) Voluntary Training - Training to which an employee is not specifically assigned pursuant to "b" above, shall be designated as voluntary training. Such training may occur on paid or non-paid time or a combination thereof and may be with full, partial, or no reimbursement of expenses. At the time that a training request is approved, the Department shall specify whether the training is considered to be voluntary or assigned and, if voluntary, the specified expenses, if any, that the City will reimburse and the paid time, if any, that the City will grant

18.4 Jury Duty

- (a) Employees shall be granted leave with pay for service upon a jury provided that the day to be served on jury duty is a scheduled work day. Should the employee's regular schedule be other than a day shift, the City shall reschedule the employee to a day shift for the duration of the employee's jury service. The City shall not incur any liability for adjusting the shift of the employee on jury duty or for adjusting any other employee's shift to comply with this Article. No more employees than reasonably necessary will be adjusted to fill in for the shift of the employee on jury duty.
- (b) The employee is required to seek all fees due him or her for such jury duty and turn said fees, excepting personal vehicle mileage, over to the City. Upon being excused from jury duty for any day, the employee shall immediately contact his supervisor for assignment of the remainder of his or her work day.
- (c) This Article shall only apply to those work weeks of the member during which the member is serving on an impaneled jury or is required to report for juror selection.

ARTICLE 19 - LEAVE WITHOUT PAY

The City will consider a written application for leave of absence without pay, not to exceed one year, if the City finds there is reasonable justification to grant such leave and that the work of a department will not be jeopardized by the temporary absence of the employee. The City may terminate or cancel such leave by 30 days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave may be denied if it is for the purpose of accepting employment outside the service of the City and notice that an employee has accepted permanent employment or entered into full time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the City and the position shall be declared vacant unless the employee, prior to the expiration of the leave of absence or prior to the termination date has furnished evidence that they are unable to work by reason of
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sickness, physical disability or other legitimate reasons beyond their control and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time and only if the City determines that the request is reasonable and justified and that the extension may be granted without jeopardizing the operation of the department.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1 Process

To promote better relations, the parties agree to settle any disputes as to the meaning or interpretation of this contract by the following procedure:

STEP 1: After first attempting to resolve the grievance informally, the Association or any employee with notice to the Association, may claim a breach of this Agreement in writing to the employee's immediate supervisor within fourteen (14) days from the occurrence thereof, or of the employee's knowledge thereof. The notice shall include:

- a) a statement of the grievance and relevant facts;
- b) provision of the contract violated;
- c) remedy sought.

The supervisor shall respond to the grievance in writing within seven (7) days, with a copy to the Association.

STEP 2: If after seven (7) days from the date of submission of the grievance to the supervisor the grievance remains unadjusted, the grievance may be submitted within seven (7) days to the Chief of Police. The Chief, or his/her designee, may meet with the aggrieved party, who may request an Association representative at the hearing. The Chief, or his/her designee, shall respond to the grievance in writing within fourteen (14) days with a copy to the Association.

STEP 3: If after fourteen (14) days from the date of submission of the grievance to the Chief the grievance remains unadjusted, the grievance may be submitted within seven (7) days to the City Manager, or his/her designee, who shall meet with the aggrieved party and Association representatives and shall respond to the grievance in writing within fourteen (14) days with a copy to the Association.

STEP 4: If the grievance is not resolved within fourteen (14) days from submission of the grievance to the City Manager, or his/her designee, it may be submitted within fourteen (14) days to an arbitrator. The arbitrator shall be selected by mutual agreement of the parties as follows:

A list of eleven (11) Oregon/Washington arbitrators shall be requested from the Employment Relations Board who are members of the American Arbitration Association (AAA). If the parties cannot mutually agree to an arbitrator, they will by lot alternately strike one (1) name from the list until only one (1) is left. The one remaining shall be the arbitrator.

The parties shall jointly request that the arbitrator render a decision in writing within thirty (30) days of the close of the hearing and receipt of briefs. The power of the

arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement. The decision of the arbitrator shall be binding on both parties.

The parties specifically agree that, in the event issues are submitted to arbitration (grievance or interest), the decision shall be strictly limited to those issues disputed by the parties.

The costs of the arbitrator shall be borne by the losing party. Each party shall be responsible for the costs of presenting its own case to arbitration.

20.2 Time Limits

Any time limits specified in this grievance procedure may be waived by mutual consent of the parties. "Day" shall be defined as calendar day. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a denial of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved.

ARTICLE 21 - MILEAGE AND PER DIEM ALLOWANCE

21.1 Mileage Reimbursement

Whenever an employee is authorized to use his/her personal vehicle in performance of official City duties, he/she shall be compensated at the standard IRS-allowed rate.

21.2 Expenses

An employee traveling on authorized City business shall receive, in addition to his/her transportation and lodging expenses, a per diem allowance of not more than \$50.00 (\$10.00 breakfast, \$15.00 lunch \$25.00 dinner) per day, or fraction thereof, actually spent on City business for each programmed day of a conference or meeting and for time spent in travel, except that per diem for travel shall not exceed one (1) day each way. Per diem shall only apply when an employee is more than 20 miles from the City of Tigard. The purpose of per diem is to cover ordinary expenses such as meals, refreshment, tips, etc. If upon return to work the employee justified to the satisfaction of the City Manager that the per diem allowance was insufficient to cover reasonable actual costs, the per diem amount shall be adjusted accordingly by the City Manager. Employees anticipating the need for per diem compensation shall so advise the City Manager in advance of travel on forms provided by the City and receive advance authorization therefore.

ARTICLE 22 - CLOTHING AND UNIFORM

22.1 Uniform

If an employee is required to wear a uniform, Such uniform shall be furnished by the City, and the City shall pay for initial tailoring. Any required leatherware and personal firearm is specifically excluded from this provision and shall be the responsibility of the employee to provide. For employees hired after July 1, 2009, the City shall provide leatherware
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and firearm. Such leatherware and firearms shall be determined by the City, however the City agrees to consult with the Association prior to making any final determination. An employee who has been provided with a firearm must carry the City-issued firearm. An employee who has been provided City-issued leatherware may use alternate leatherware, purchased by the employee, as long as such leatherware is on a list of City-approved leatherware. The employee shall make restitution to the City for loss or damage to any City supplied uniform, leatherware or firearm unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee. Proper maintenance of a required uniform, leatherware and firearm is the responsibility of the employee; however, the City shall be responsible for replacement of body armor and OC spray in accordance with the manufacturer's recommendations.

22.2 Clothing Allowance

The City will provide a clothing allowance for employees while assigned to plain clothes duty at the rate of \$50.00 per month. The provisions of this section shall apply to reimbursable expenses incurred in the fiscal year for reimbursement within the same fiscal year and shall apply only to sworn personnel who wear plain clothes seventy-five percent (75%) or more of duty time calculated monthly.

22.3 Property Reimbursement

The City shall reimburse employees for personal property reasonably and necessarily worn or carried when such property is stolen, damaged, or destroyed as a direct result of the employee's performance of his/her official duties. Reimbursement shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the theft, damage, or destruction.

22.4 Cleaning

The City shall provide every uniformed employee with two (2) cleanings per week of the required uniform, and the City shall provide cleaning for the duty jacket on a quarterly basis with a contracted cleaner as specified by the City.

22.5 Equipment Allowance

The City will provide an allowance for personnel to purchase department-required and approved clothing or equipment. The equipment allowance will be in the amount of one hundred dollars (\$100.00) per year, paid by separate check as of the first pay date following July 1 of each year, and will be for the purpose of reimbursing employees for the costs of equipment necessary for the performance of their job, including articles of clothing and footwear.

ARTICLE 23 - SENIORITY

23.1 Definition

Only regular full-time employees shall have seniority. Seniority shall be achieved following the completion of the probationary period as defined in Section 26.1 and shall thereafter be established as the employee's total unbroken service in the bargaining unit. Time spent in the armed forces on military leave of absence, authorized leaves with pay and time lost because of duty-connected disability shall be included in the employee's total unbroken length of service. If an employee is on an authorized leave without pay for a period in excess of fifteen (15) calendar days, such time in excess of fifteen (15) days shall not apply to seniority provided
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that the employee's seniority will not be considered broken or terminated by authorized leave in excess of fifteen (15) days. In cases where employees were hired on the same date, seniority order shall be determined by lot. Employees who are promoted to a position outside of the bargaining unit shall retain existing seniority but shall accrue no seniority during the time they work outside the unit.

23.2 Loss of Seniority

Seniority shall be broken or terminated if an employee:

- (a) Quits;
- (b) Is discharged for just cause;
- (c) Is laid off and fails to respond to written notice as provided in Article 24;
- (d) Is laid off from work for any reason for twenty-four (24) months;
- (e) Fails to report to work at the termination of a leave of absence;
- (f) While on a leave of absence accepts employment without permission;
- (g) Is retired.

If an employee's seniority is broken and he is subsequently hired to work in the Police Department, his seniority shall run from his most recent date of hire within the bargaining unit.

23.3 Application

Seniority shall apply by classification in the matter of layoff, recall, and shift and days off bidding, except that if an employee has been demoted, seniority shall include all time in the employee's present or higher classification within the bargaining unit. Seniority shall apply by total unbroken service in the bargaining unit for purposes of vacation scheduling under Section 15.2.

23.4 Seniority List

The City will provide the Association with a seniority list on January 1 and July 1 each year, if there has been a change. The Association may post it on the Association bulletin board.

ARTICLE 24 - LAYOFF AND RECALL

In the event of layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off shall be given a position, in a lower classification in the bargaining unit, providing the employee has greater seniority than the employee being bumped, and is qualified to perform the requirements of the job. An employee who is promoted out of the bargaining unit and into management shall retain his/her unit seniority and may bump back into the unit, if laid off, if the management employee has the greater seniority as a unit member. The employee shall bump the employee in the lower class with the least seniority with the department. A sworn employee may not bump a non-sworn employee unless the sworn employee previously held the non-sworn classification. Employees shall be called back from layoff according to seniority in the classification from which the employees were laid off within the department. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. An employee on layoff status shall accept or decline an opening within fifteen (15) days of notice of termination of layoff. . Names shall be removed from the
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layoff list after 24 months, following the decline of an opening or failure to respond to an offer within fifteen (15) days.

If there is a shortfall of unencumbered general purpose money in the General Fund and it is necessary to lay off personnel within the bargaining unit, the City and the Association will meet and consult prior to the City finalizing and implementing its decision.

ARTICLE 25 - SHIFT AND DAYS OFF BIDDING

25.1 Rotation

All shifts shall be rotated each six (6) months on the first Sunday of the first full pay period in January and July of each year.

25.2 Shift and Days Off

Prior to regular shift rotation, eligible employees shall be entitled to submit written bids for shift assignments and days off from the slots made available by the Department. Employee bids for both shifts and days off shall be submitted in writing to a designated supervisor at least 30 days prior to the regularly scheduled rotation. Shift and days off bids shall be honored on the basis of seniority within the bargaining unit except as follows:

- (a) Unless written permission is granted by the Chief or a designee, no employee shall be eligible to remain on the same shift more than 18 consecutive months.
- (b) Between regular shift rotations, the Chief or a designee may, for good cause and based upon a good faith analysis of operational and personnel needs of the Department reassign employees to a different shift. Such good faith assignments shall not be grievable but employees shall receive at least two (2) weeks' notice prior to such re-assignments, unless precluded by an emergency, and shall be afforded the opportunity to discuss the matter with the Chief.
- (c) Probationary employees shall not bid for shifts.

25.3 Overtime Waiver

For the purpose of this article, the City shall not be obligated to pay overtime that arises as a result of shift rotation so long as the employee does not work more than 80 hours in a 14 day period or work more than five (5) consecutive days.

25.4 Adjustment of Schedules at Rotation

During the week before and week of the shift rotation, the City may adjust schedules for the purpose of transitioning to the new shift, to prevent an employee from working more than five (5) days in a row.

ARTICLE 26 - PROBATIONARY PERIOD

26.1 Definitions

- (a) For Police Officers who have less than 24 months satisfactory experience with a state, county, or municipal law enforcement agency, the probationary period shall be 18 months.
- (b) For Police Officers with at least 24 months satisfactory experience with a state, county, or municipal law enforcement agency, the probationary period shall be 12 months.
- (c) Non-sworn personnel shall be subject to a 12 month probationary period.

Prior to completion of the probationary period, employees may be discharged at will and such discharge shall not be subject to the grievance procedure.

26.2 Non-Sworn Promotional Probation

All non-sworn promotions shall be subject to a six (6) month promotional probationary period. Any employee who fails to complete the probationary period, including any employee who is promoted to a position outside the bargaining unit, shall have the right to be reinstated to the classification he/she held prior to being promoted.

ARTICLE 27 - DISCIPLINE AND DISCHARGE

27.1 Definition

Disciplinary action or measures for violations of rules or regulations shall include only the following: written reprimand, demotion, suspension, reduction in pay, other monetary assessment or discharge. Notice of suspension or discharge will be given in writing. Employees are subject to discipline or discharge for just cause. The parties agree that oral reprimands are not considered discipline.

27.2 Process

If the City has reason to discipline an employee, the employee shall have the right to be represented by an Association representative during such procedure. If the City has reason to discipline an employee, it will take all reasonable measures to assure against embarrassment of the employee before other employees or the public.

27.3 Association Representation

In the event of any interview which may reasonably lead to disciplinary action, the affected employee shall have the right to be assisted by an Association representative during such procedures. The parties mutually agree to the "Disciplinary Investigation Procedures" attached hereto as Addendum B and incorporated herein.

ARTICLE 28 - PERSONNEL FILE

No material in any form which can reasonably be construed, interpreted, or acknowledged to be derogatory shall be placed in the employee's personnel files unless he/she has been allowed to read such material.

Any employee upon his/her request shall have access to his/her personnel files and shall have the right of reproduction of his personnel files in full or in part. No portion of an employee's files shall be transmitted without the explicit consent and request of the employee, other than to those authorized within the Tigard Police Department, the City Manager or his/her staff, or a court of competent jurisdiction. The official personnel file shall be maintained in the Human Resources Department.

ARTICLE 29 – WAGES

29.1 Salary Schedules

Effective July 1, 2014 wages shall be increased across the board by 1.9% (which is the CPI-W, West Urban Index (annual average) for 2013 minimum 0% and maximum of 4%, plus a market adjustment of .5%).

Effective July 1, 2015 wages shall be increased across the board by an amount equal to the CPI-W West Urban Index (annual average) for 2014, by a minimum 0% and maximum of 4%.

Effective July 1, 2016 wages shall be increased across the board by an amount equal to the CPI-W West Urban Index (annual average) for 2015, by a minimum 0% and maximum of 4%.

Each employee shall be paid at one of the steps in the range prescribed for his/her classification.

Normally, an employee will be appointed or reinstated at the first step of the range established for his/her classification. The Chief may make an appointment or reinstatement above the first step.

29.2 Schedule Movement

A new employee or promoted employee is eligible for consideration for advancement to the next step of the salary range for his/her classification at the beginning of the next pay period following completion of the equivalent of six (6) months of service. At six (6) months of service, the City shall have the discretion to advance an employee more than one (1) step, if the City deems it appropriate based on the employee's prior experience. Advancement of employees to higher pay steps shall not be automatic, but may be made to the next pay step in the employee's classification, effective on the first day of the next pay period following the completion of each 12 months of satisfactory work performance. Such advancement shall be subject to a written employee evaluation by the department head to the City Manager certifying that the employee had been making normal improvement in the ability to carry out his/her job assignment.

Advancement may be withheld or postponed in the event the employee is not performing his or her job assignment satisfactorily.

29.3 Promotions

Upon promotion, employees will move to the next highest step, minimum 5% pay increase, computed on the basis of the base rate of pay exclusive of premium, special assignment, or incentive/longevity pay.

29.4 Demotion

Unless a lesser sanction is provided by the City Manager, an employee voluntarily demoted or demoted as a result of a disciplinary action shall be paid at the same step of the lower range as he/she occupied before being promoted, with consideration of length of service of the employee in the higher range. A demoted employee shall retain the same salary increase date.

29.5 Salary Range Changes

When a range is changed, the employee's pay is based upon the same step of the new range as in the old. Such changes shall not alter the employee's eligibility for salary increases.

29.6 Pay Periods

The City shall pay employees once every two weeks.

ARTICLE 30 - INCENTIVE PAY

30.1 Certification/Education

Certification pay increments will begin as of the date of issuance shown on the certification. Educational achievement pay increments will begin as of the date of written notice to the City of a degree or equivalent hours. Members of the bargaining unit shall be eligible for educational and training incentive increments to be applied to their current salary after meeting the following requirements:

- (a) Completion of probation.
- (b) Accrual of the necessary education and training points for the intermediate or advanced certificate as set forth by DPSST.

Incentive premiums and education requirements are as follows:

Sworn Personnel

Premium	DPSST Certification	Educational Achievement
2.50%	-	AA/AS or Equivalent Hours
4.25%	Intermediate	-
6.25%	Intermediate	AA/AS or Equivalent Hours
7.25%	Advanced	-
8.75%	Intermediate	BA/BS or Equivalent Hours
8.75%	Advanced	AA/AS or Equivalent Hours
10.00%	Advanced	BA/BS or Equivalent Hours

See DPSST Sworn Personnel certification Standards.

30.2 Longevity

Longevity merit incentive shall be paid in accordance with the following schedule only to those employees with five (5) or more years of service with the City on or before ratification of this Agreement, who elect to be grandfathered into the longevity premium program in lieu of eligibility for advancement to a sixth (6th) step at five percent (5%) above Step 5. The one-time election must be made by an eligible employee during the window period established by the City following ratification of this Agreement:

- 2% after 5 years
- 3% after 6 years
- 4% after 7 years
- 5% after 8 years
- 6% after 9 years
- 7.5% after 10 years
- 10% after 15 years

Employees with less than five (5) years of service with the City on or before ratification of this Agreement, will not be eligible for longevity under this section, but will be eligible for advancement to Step 6 consistent with Article 29, Section 29.2 governing schedule movement.

The above percentages shall be applied to the individual employee's base salary but not to exceed a maximum of the top step of the police officer classification salary. These percentages shall be applied to the base pay step, not including educational incentive pay to previous longevity increases (i.e., shall not be compounded).

30.3 Special Assignment Pay

Recognizing the right of the City to transfer and assign as determined by the Chief, special assignment pay will be paid per an employee's current assignment as follows

Motorcycle ¹	5%
K-9 ¹	5%
Detectives <i>(Including Metro Gang, Commercial Crimes and Narcotics)</i>	5-10%
TNT	3-5%
SRO	3-5%
Gang Enforcement ²	2.5%
Transit Police (PPB) ³	2.5%

Except in the case of Motorcycle and K-9 assignments, employees will receive 3% (5% for detectives) for the first year in any assignment and will be eligible for an increase to 5% (10% for detectives) after serving in the assignment for one year. Employees who have previously served in the assignment for more than one year shall start at the higher percentage.

Notwithstanding any other provision of this Section 30.3, no employee may receive more than a total of 10% in special assignment pay (12.5% for Detectives).

¹ Canine Handler and Motor Cycle Officer activities shall be conducted on-duty. Acceptance of the assignment is based upon willingness to care for the animal or the motorcycle off-duty. Employees who serve as Canine Handlers or Motorcycle Officers shall receive a pay differential of five percent (5%) of their base salary while serving in that capacity, and shall not receive overtime wages for off-duty care of the animal or motorcycle. The parties intend to compensate for any off-duty care, cleaning, fueling, feeding or grooming at the overtime rate computed based upon the FLSA or Oregon minimum wage (whichever is greater). The five percent (5%) differential compensates for approximately 45 minutes per day. The parties agree that not more than 45 minutes per day is required for off-duty care of the motorcycle or animal. This agreement is based in part upon the Letter Ruling of September 25, 1985, of the Deputy Administrator, Wage and Hour Division, United States Department of Labor. The parties agree that commuting to work with the motorcycle or the dog does not constitute “hours of work” solely because of being on the bike or because the dog is in the vehicle. Motorcycle Officers and Canine Handlers shall not be entitled to a call back premium when duty concerns maintenance of the motorcycle or emergency care of their animal. Such time shall be treated as overtime.

² The Gang Enforcement Officer special assignment pay is in recognition and consideration of the more directed patrol mission, the greater likelihood of becoming involved in more complex investigations and the need to address mission schedule flexibility. The Gang Enforcement Officer Position has a regular work schedule as defined in Section 12.2(a) and (b). It is agreed that the hours worked by the Gang Enforcement Officer may be flexed.

³ The Transit Police Division special assignment pay is in recognition and consideration of the more directed patrol mission, the greater likelihood of becoming involved in more complex investigations and the need to address mission schedule flexibility and the prerequisites of the IGA (Intergovernmental Agreement) between TriMet and the City of Tigard. The Transit Police Position has a regular work schedule as defined in article 12.2(a) and (b). It is agreed that the hours worked by the Transit Police Officer may be flexed. When a Transit Police Officer’s shift assignment is changed with the Transit Police unit, this shift change shall be completed pursuant to Sections 25.3 (Overtime Waiver) and 25.4 (Adjustment of Schedule at Rotation) of the contract.

For career development, an employee may volunteer to work a shift in a specialty assignment in order to determine whether he/she wish to put in for such assignment. The Chief, in his discretion, may approve such voluntary assignment, based on operational needs. In such case, the employee shall not receive assignment pay for the shift in question nor shall the employee be eligible for shift differential under Article 13.4 for the shift in question.

30.4 Bilingual Incentive

An employee shall be eligible to receive a \$50/month Spanish language premium if they provide the City with proof on an annual basis that they meet standards acceptable to the City. Employees fluent in Spanish, as determined by an objective standard acceptable to the City and demonstrated annually, shall receive a premium of 2.5% instead of the \$50/month Spanish language premium. The City may determine that other languages qualify for the foregoing bilingual incentives based on a demonstrated need.

30.5 Standby

Any employee required to be on standby, whether on a weekend or during the workweek, will be compensated two dollars and twenty-five cents (\$2.25) for every hour so acting. Employees on standby must be available by phone, able to respond within one hour of being called, and fit for duty.

30.6 Acting Supervisor

Appointment of non-supervisory personnel to a supervisory position may be made on an acting basis to fill a temporary vacancy. An employee holding an acting supervisory position shall be entitled to a five percent (5%) premium for all time so assigned.

30.7 Coaching

Non-supervisory personnel assigned to coach newly hired or promoted police department employees shall be entitled to a pay increase of 5% of the top-step base pay, for the classification acting as a coach, for each day or part of a day for the duration of their acting assignment.

30.8 Higher Classification

Employees assigned to work in a higher classification, other than what is described in Sections 30.6 & 30.7 of this Article, shall be entitled to a five percent (5%) premium for all time so assigned.

30.9 Take-Home Cars for Employees in Detective Assignments

The City agrees that it will provide a take-home car for any employee in a Detective assignment.

ARTICLE 31 - SAVINGS CLAUSE

If any article or section of this Agreement or any amendment thereto should be rendered invalid by operation of the law, or held invalid by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any article or section should be rendered unlawful by any lawful tribunal having jurisdiction, by statute passed after the effective date of City of Tigard and TPOA - Expiration Date: June 30, 2017

this Agreement, or by the decision of a court of competent jurisdiction involving the same or similar language contained in the collective bargaining agreement of another public agency in Oregon, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 32 – TERMINATION

This contract shall be effective as of the date of its signing by both parties or as otherwise specified herein and shall remain in full force and effect until June 30, 2017.

The parties agree to commence negotiations on or before February 1, 2017, for a successor Agreement. This contract shall remain in full force and effect during the period of negotiations.

The parties agree to administer this contract and negotiate for a successor agreement in accordance with ORS 243.650, *et seq.*, the Oregon Public Employee Collective Bargaining Law.

Signed this _____ day of _____ 2014

CITY OF TIGARD, OREGON

TIGARD POLICE OFFICERS’
ASSOCIATION

City Manager

TPOA President

Date: _____

Date: _____

ADDENDUM B - DISCIPLINARY INVESTIGATION PROCEDURES

A. Advance Notice

Prior to any disciplinary investigation which could result in suspension or discharge, the employee concerned shall be notified not less than twenty-four (24) hours before the interview or such time as written reports are required, except when, in the opinion of the City, a delay will jeopardize the success of the investigation or when criminal conduct is at issue. If the employee is advised in writing that the interview will not be used against him or her for disciplinary purposes, then the 24 hour notice will not be required. An employee may voluntarily waive the above twenty-four hour (24-hour) notice. The notice shall include the specific reasons for the interview, a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform him/her of the nature of the investigation. The employee shall be notified of the right to and afforded an opportunity and facilities, subject only to scheduling limitation, to contact and consult privately with an attorney and/or a representative of the Association, and to have that representative and/or attorney present at any interview. The Association Representative representing the employee during the investigation may not be required to disclose, or be subject to disciplinary action for refusing to disclose, statements made by the Employee to the Representative for purposes of the representation. The Association will designate the Association Representative who will be representing the employee in the investigation and will notify the City of the designation. If there is a need for more than one Representative to be designated, the Association will explain the reason for the additional Representative(s) to the City. The parties agree that the Association may not designate a witness in the investigation as the Association Representative.

B. The Interview

1. Interview shall be conducted in the Department Office unless mutual agreement of the parties or the particular circumstances of the situation require another location.

2. Any interview of an employee normally shall be when he/she is on duty, unless the serious nature of the investigation dictates otherwise.

3. Parties to the interview shall be limited to those reasonably necessary to conduct a thorough and fair investigation. The employee shall be informed as to the name, rank and command, or other similar information of all persons present, if they are unknown to him/her, and may have an Association or other representative present to witness the interview and assist him/her.

4. The interview shall be limited in scope to acts, events, circumstances and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation or coercion. The employee shall be granted reasonable rest periods, with one (1) intermission every hour if so requested. Interviews exceeding two (2) hours shall be continued only by mutual consent.

5. The interview shall be recorded, and the employee shall be provided with a copy of the recording at the conclusion of the interview, or as soon as practicable thereafter, or he/she may record the interview himself/herself at his/her own expense, and the City shall be provided with a copy. If any portion of the recording is transcribed, the employee shall be given a copy. Interview proceedings shall be kept strictly confidential by all concerned.

C. Investigation Findings:

1. When the investigation results in sustained charges of violation of department policy, the employee and the Association, upon request, shall be given a copy of the investigation, including all material facts of the matter. If available, such information will be provided in an electronic format (i.e. PDF or other protected format).

2. When the investigation results in discharge or suspension, the employee shall be notified immediately of the nature of the action to be taken, the reasons therefore, and the effective date of such action. Copies of the notice and summary report of the investigation shall be placed in the employee's personnel file and made available for his/her inspection.

3. An employee may protest any suspension or discharge through the regular contract grievance procedure.

AIS-1861

9.

Business Meeting

Meeting Date: 10/14/2014

Length (in minutes): 15 Minutes

Agenda Title: Update on Community Development Efficiencies Initiatives Project

Prepared For: Kenny Asher, Community Development

Submitted By: Doreen Laughlin, Community Development

Item Type: Update, Discussion, Direct Staff **Meeting Type:** Council
Business
Meeting -
Main

Public Hearing: No

Publication Date:

Information

ISSUE

No action requested. This item is to introduce Council to the Community Development Efficiencies Initiative, a multi-year effort to improve operations across all departmental divisions. An overview of the project, along with examples from the first two phases, will be presented.

STAFF RECOMMENDATION / ACTION REQUEST

No recommendation or action request. This item is for information purposes only. Staff is always interested in any feedback council might wish to provide related to the project.

KEY FACTS AND INFORMATION SUMMARY

In April 2013, the Community Development Department began a multi-tiered project to systematically improve its operations, focusing on efficiency gains that could be achieved through business process modifications. For example, the department had planned, for several years, updates to its forms, templates, notifications and sections of code, but had not yet tackled the challenge of making these various operations improvements. This was the case in the Planning Department (e.g. current planning practices and project management practices on long-range and legislative projects), and in the Building Department (e.g. plan review processes, technology and software integration). The advent of the Economic Development program also required new methods for tracking and streamlining a new, single-person division.

All CD divisions needed to begin delivering more regular, relevant reports to track business activity in the Department. By doing so, the Department could then track and report on business activity in the community. Some reports were being produced but not circulated; others needed to be created from scratch.

One last area of interest was the re-integration of Engineering and CD functions. A reorganization that moved Engineering from CD to Public Works in 2010, along with staffing reductions from recent years, required heightened levels of teamwork between the two groups. This teamwork was an area for improvement in 2013, when the EI project was undertaken.

Now in its 17th month, several EI projects have been completed, and departmental operations are improving. A few of these improvements will be highlighted in a short presentation to council, and the ongoing EI projects that are currently underway in a second phase, will also be briefly shared.

OTHER ALTERNATIVES

Not applicable.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

Not applicable.

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

PowerPoint Presentation

CITY OF TIGARD

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Community Development Dept. Efficiencies Initiative

City Council Status Report on Phase 1

October 14, 2014

What is the EI Project?

A multi-year effort to achieve higher levels of efficiency across all CD Divisions, by....

- ▶ Reintegrating CD & Engineering workflow
- ▶ Upgrading CD administrative operations
- ▶ Improving Planning Department business processes
- ▶ Improving Building Division business processes
- ▶ Improving CD reporting and communications

Operations isn't sexy...

And doesn't lend itself to interesting presentations.

- ▶ Implementation of Accela Land Use Module improvements
- ▶ Republication of the CD Code (Title 18)
- ▶ Standardizing the Planning Department file directory
- ▶ Streamlining sewer reimbursement district parcel tracking

Efficient operations are critically important

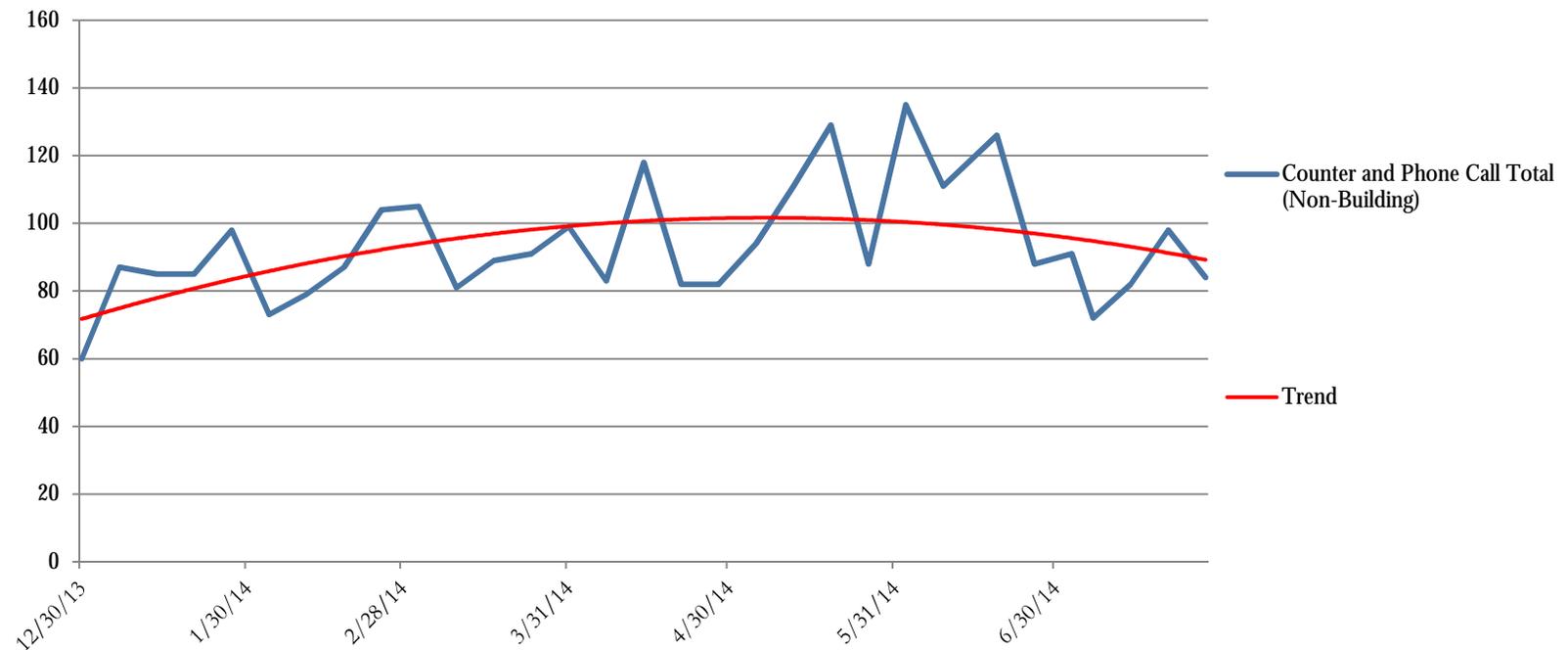
Some highlights:

- ▶ Business Activity Reports (Graphs)
- ▶ Phase 1 Projects (completed)
- ▶ Phase 2 Projects (underway)

CITY OF TIGARD

CD Business Activity – Planning Intake

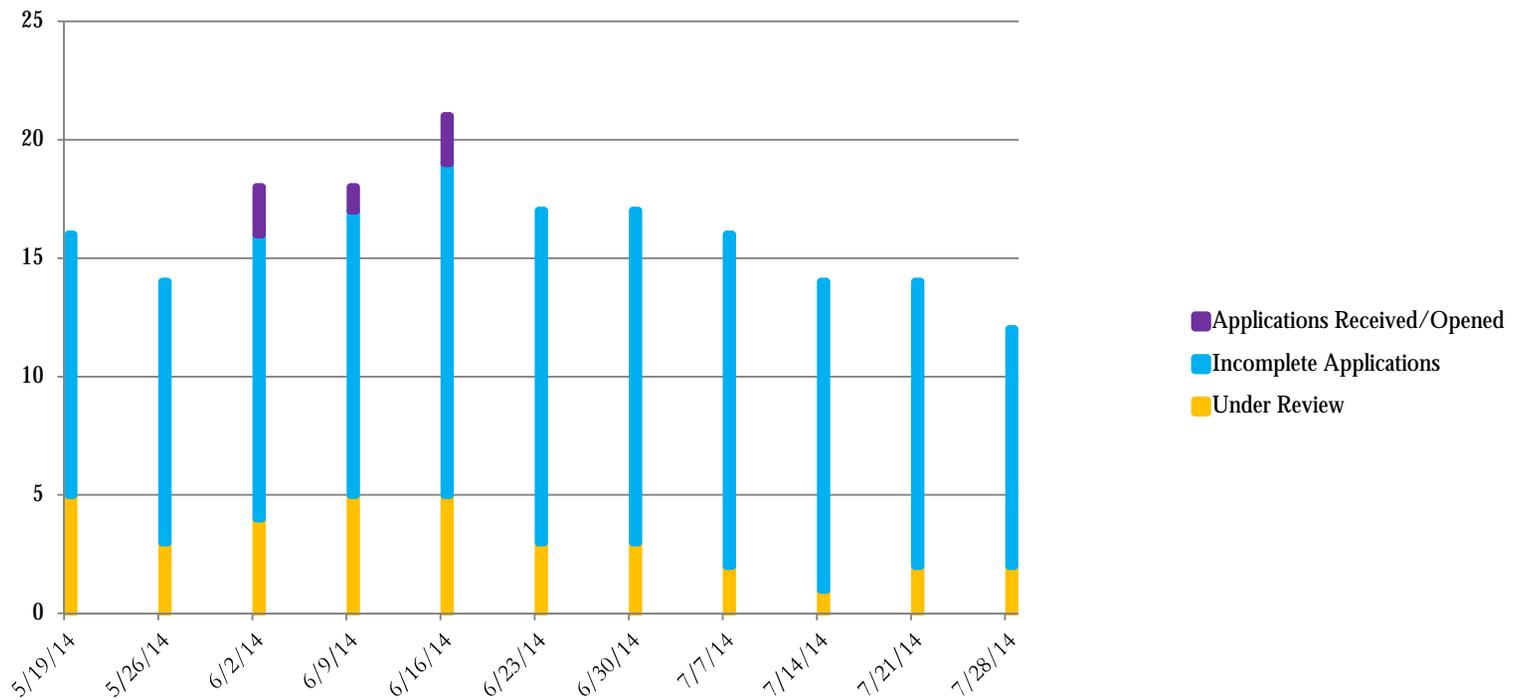
Counter and Phone Call Total (Non-Building)



CITY OF TIGARD

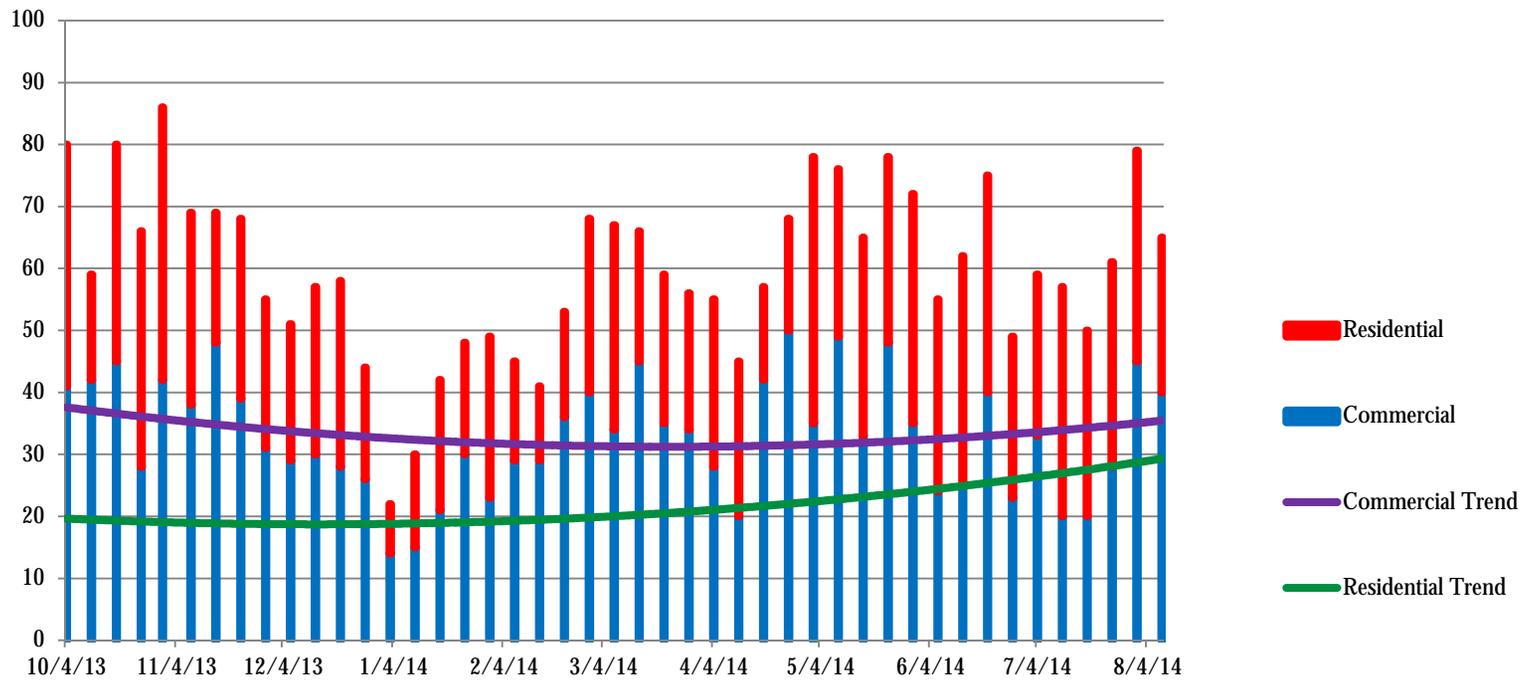
CD Business Activity – Planning Caseload

Active Type II, III, and IV Land Use Cases



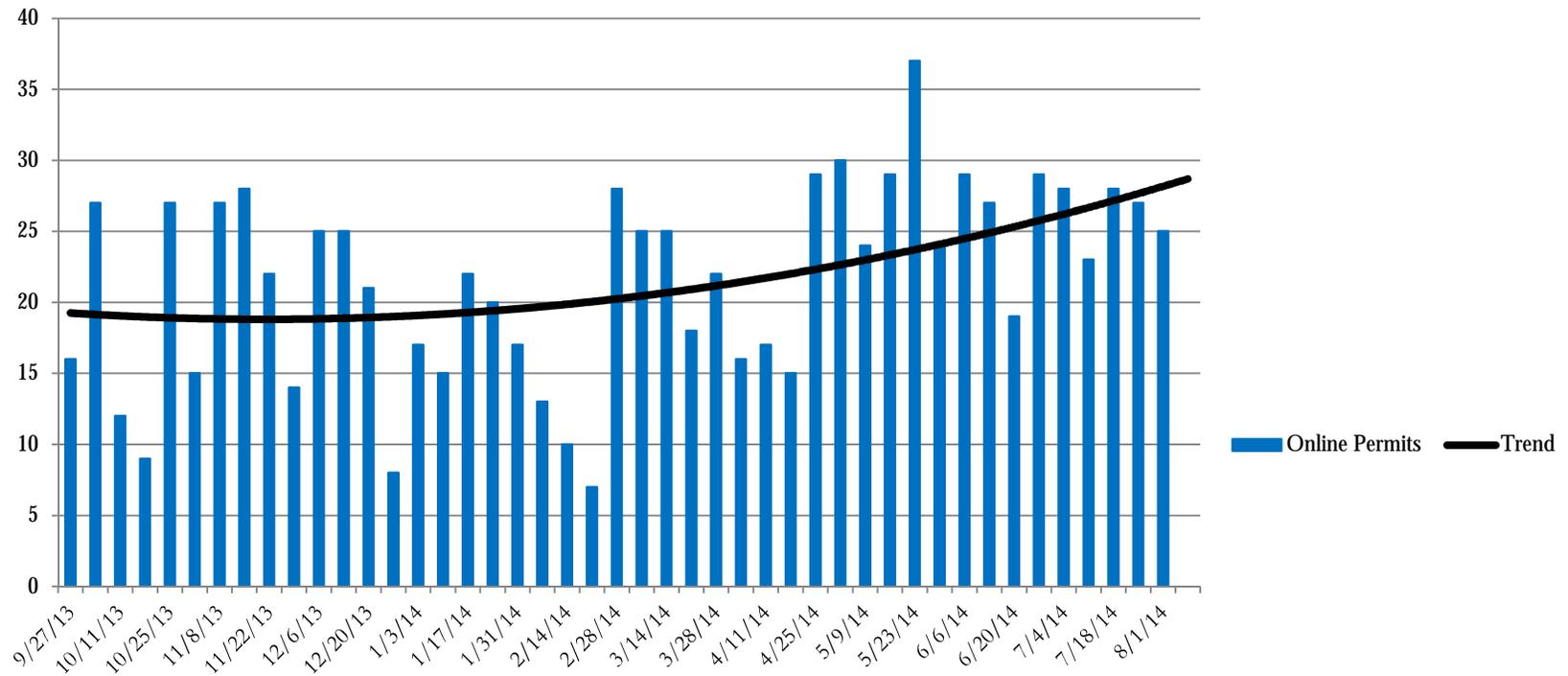
CITY OF TIGARD

CD Business Activity – Building Permit Activity



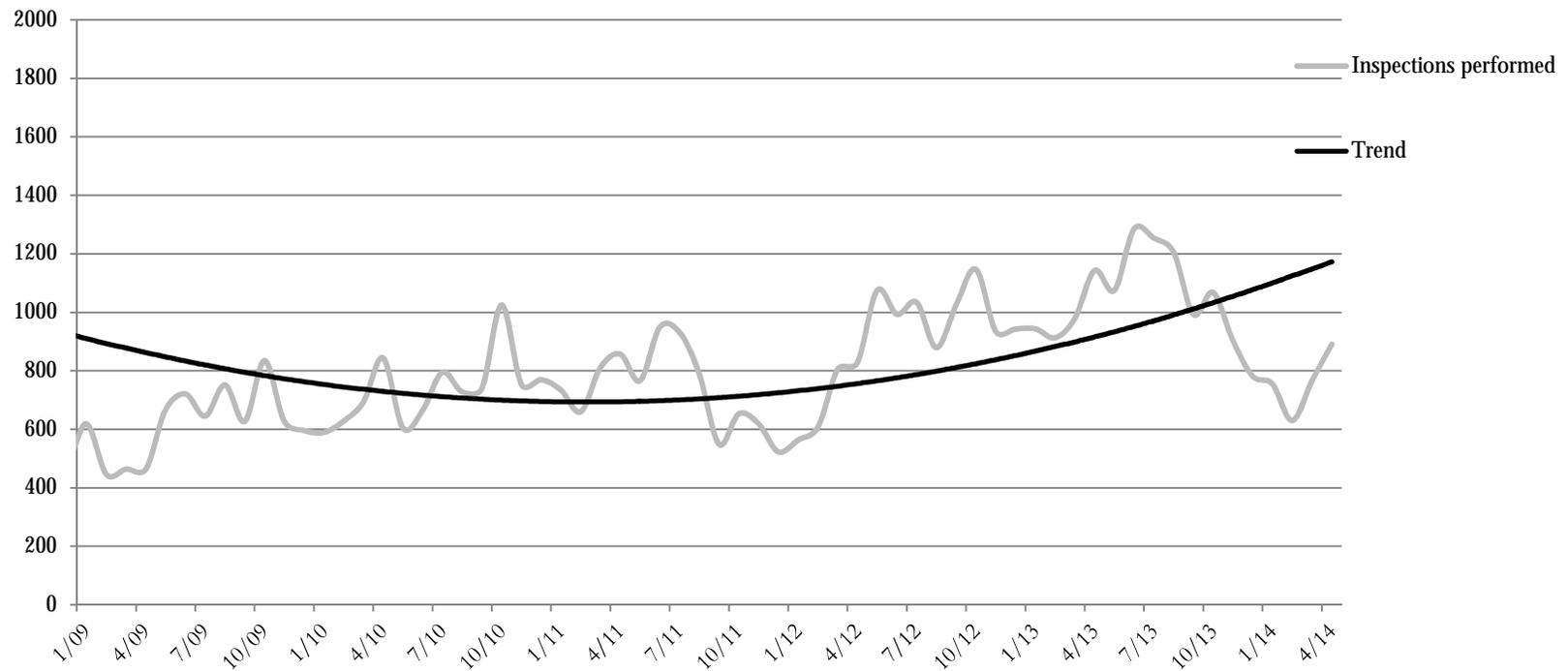
CITY OF TIGARD

CD Business Activity – Online Building Permits*



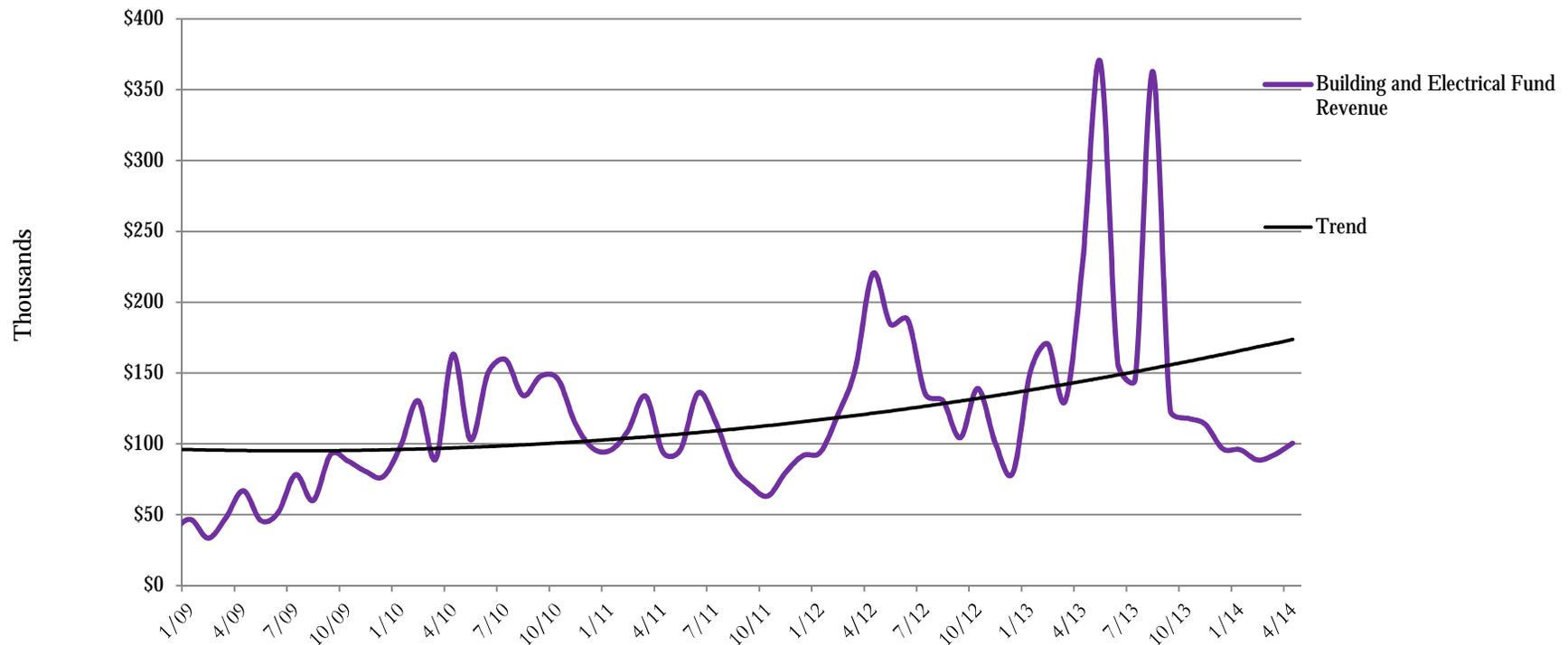
CITY OF TIGARD

CD Business Activity – Building Inspections



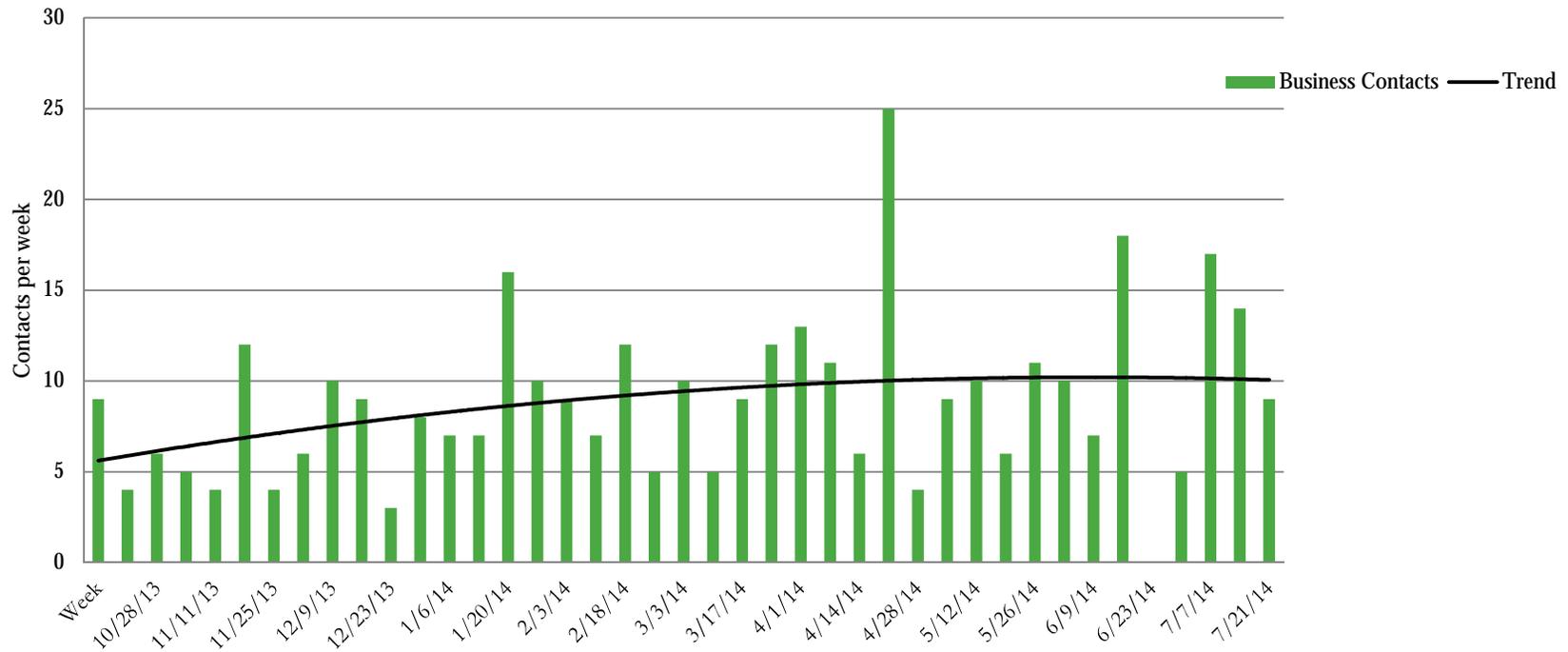
CITY OF TIGARD

CD Business Activity – Building Fund Revenue



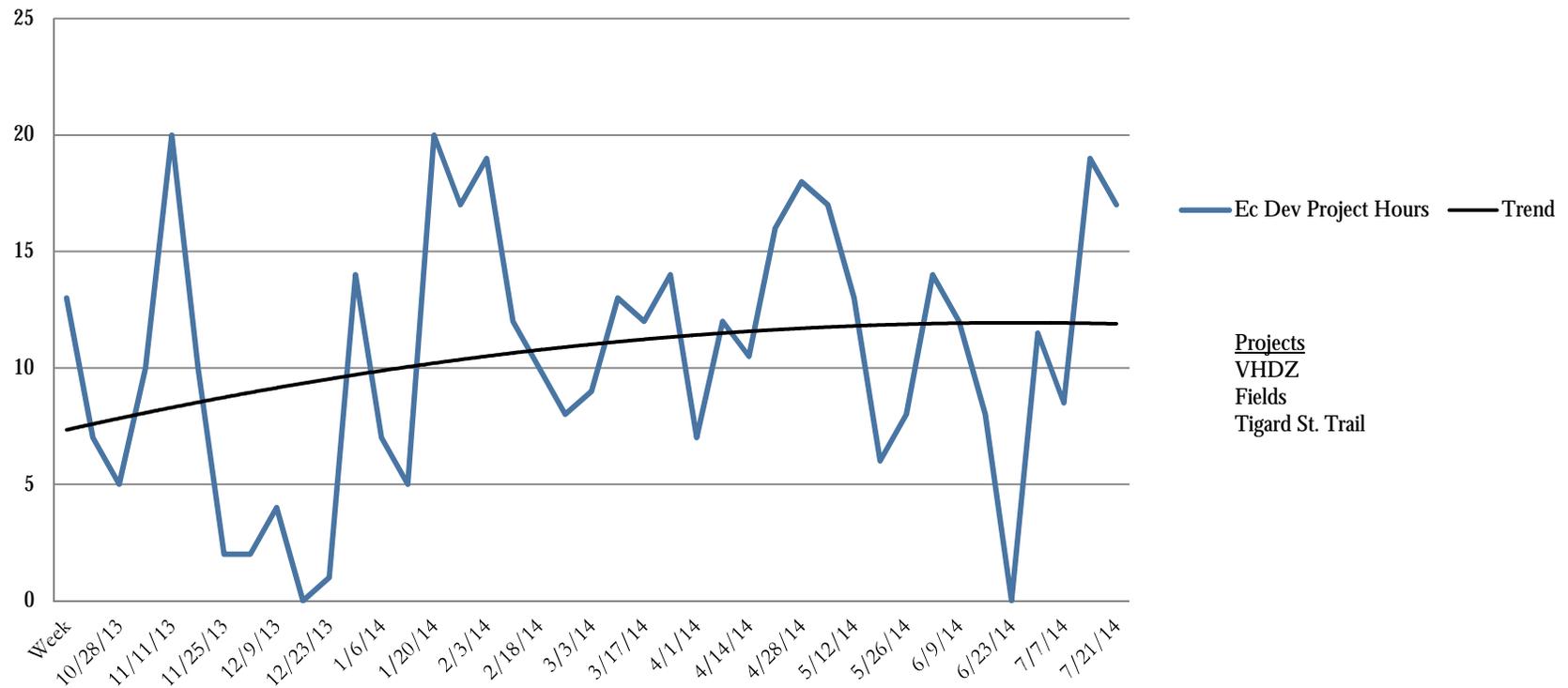
CITY OF TIGARD

CD Business Activity – EcDev Recruit & Retention



CITY OF TIGARD

CD Business Activity – EcDev Projects



El Project Example 1

Reintegrating CD & Engineering

- ▶ Creation of the Transportation Strategy Team
 - ▶ Resolved internal availability of Engineering to CD for long range planning projects
 - ▶ Resolving prioritization of grant opportunities
 - ▶ Established which department is “lead” across all transportation functions
 - ▶ Connects CD, Public Works, City Manager and City Council on real-time transportation issues

El Project Example 2

CD Administrative Upgrades

- ▶ Internal Sharing of Business License Info
 - ▶ Monthly reports from Finance to CD about new business licenses
 - ▶ Began collection of email addresses from business owners to build email database for EcDev
 - ▶ Allows EcDev to welcome and promote businesses
 - ▶ CD supported Finance in making Business License Applications available online

El Project Example 3

Planning Division Process Improvements

- ▶ Streamlined Permit Intake Process
 - ▶ Building Permits now reviewed by Planning prior to submittal
 - ▶ Building Permits no longer “routed” to the Planning Dept for site plan review (was causing delays)
 - ▶ Land use & zoning issues resolved prior to permits receiving a Building Permit case number
 - ▶ Wait times for Building permits have been reduced
 - ▶ Also introduced option for applicants to email site plans for preliminary review

El Project Example 4

Building Division Process Improvements

- ▶ Digitized Inspection Reports
 - ▶ Inspectors no longer need pen and paper in the field
 - ▶ Results and comments go from Inspector iPads to contractor or homeowner email, smartphone, or tablet
 - ▶ Standard comments are preloaded; voice recognition allows for nonstandard comments

CITY OF TIGARD

Verizon LTE 11:48 AM 78%

Job List Search Map Menu

Today's Jobs

10310 SW CANTERBURY LN, TIGA... <small>NEW</small>
280 Insulation
Test
August 20, 2014
Scheduled

12420 SW 127TH AVE, TIGARD, OR... <small>NEW</small>
270 Reinforcing steel (rebar)
Test
August 20, 2014
Scheduled

12780 SW ASH AVE, TIGARD, OR, 9... <small>NEW</small>
220 Slab
Test
August 20, 2014
Scheduled

Sort Edit

esri

CITY OF TIGARD

Verizon LTE 9:37 AM 51%

< List Submit Comments +

10310 SW CANTERBURY LN, TIGARD, OR, 97224

215 Footing drain
BUP2013-00055
Test
August 25, 2014

Updated Aug

Details

Checklis

Attachm

Comme

Done 20140825093704810

City of Tigard

13125 SW Hall Blvd.
Tigard, OR 97223 Tel: 503.718.2439

Location:
10310 SW CANTERBURY LN, TIGARD, OR, 97224

Inspection Date:

Record Type:
Commercial - Building

Record ID:
BUP2013-00055

Inspection Type:
215 Footing drain

Inspector:
Mark VanDomelen

Result:
FAIL

Comments:
Slope grade away from foundation 6 inches in first 10 feet.
OPSC, 1101.12 - Storm drain cleanout requirements.
OPSC, 310.4 - Downspout connections to rain drain risers absent or insufficient.
OPSC, 313.5 - Unused rain drain risers not capped.

Violation Summary:

Mark VanDomelen *Joe Cantor*

Result Inspection Actions

El Phase 2

Sample projects in progress

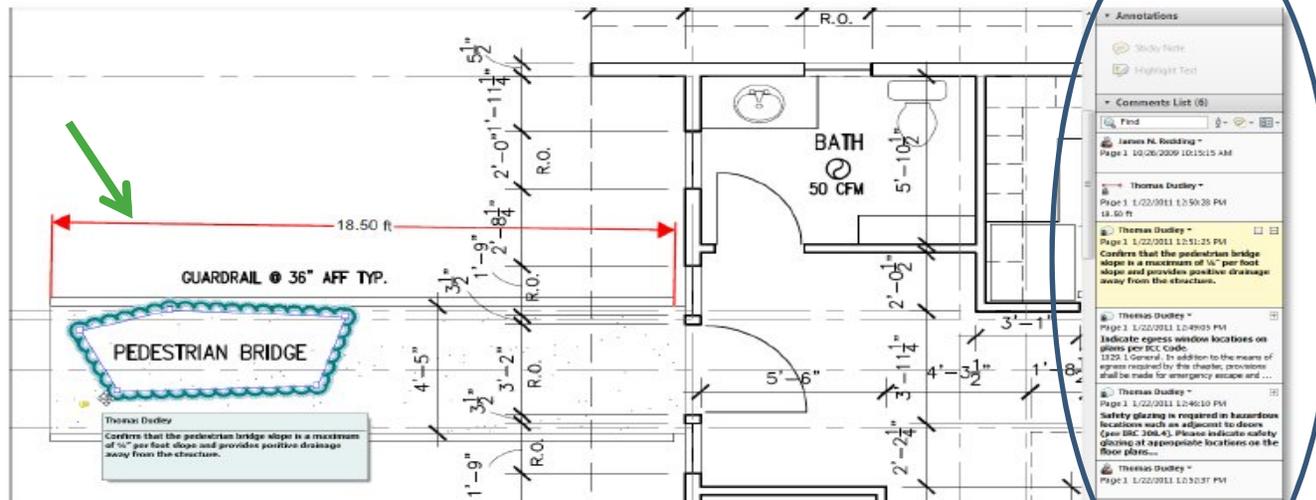
- ▶ Planning Department Cost of Service Study and Cost Recovery Analysis
- ▶ Building Division Electronic Document Review
- ▶ Standard operating procedures for multiple residential plan submittals

CITY OF TIGARD

EDR: Electronic Document Review

Benefits:

- Provide access to all documents when and where you need them across the agency.
- Support project-centric plan and document review functionality.
- Encourage collaboration between multiple reviewers.
- Accept electronic documents from the public via Accela Citizen Access.
- Compare different versions of the same set of plans for changes.



Access plans and documents on screen and review, mark up and comment directly in the PDF, maintaining document integrity and review accuracy.

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Respect and Care | Do the Right Thing | Get it Done



Community Development Dept. Efficiencies Initiative

Thank you |

October 14, 2014

AIS-1911			10.
Business Meeting			
Meeting Date:	10/14/2014		
Length (in minutes):	25 Minutes		
Agenda Title:	LEGISLATIVE UPDATE		
Prepared For:	Liz Newton, City Management	Submitted By:	Carol Krager, City Management
Item Type:	Update, Discussion, Direct Staff	Meeting Type:	Council Business Meeting - Main
Public Hearing:	No	Publication Date:	

Information

ISSUE

Develop the city's legislative agenda for the upcoming 2015 Oregon Legislative session and the 2105 Federal Legislative agenda.

STAFF RECOMMENDATION / ACTION REQUEST

Discuss the city's 2015 state and federal legislative priorities and direct staff to prepare State and Federal Legislative Agendas for consideration and adoption on November 25, 2104.

KEY FACTS AND INFORMATION SUMMARY

Each fall, city council adopts state and federal legislative priorities for the coming year. The purpose of this discussion is to provide council an opportunity to review priorities from the past year, consider council goals, citizen's priorities, and issues and opportunities the city may face in the coming year and reach consensus on priorities for 2015.

State Legislative Priorities:

A copy of the 2014 Legislative Agenda including the status of each issue is attached. In summary, there was movement on several of the city's priorities. Oregon voters will consider legalizing recreational marijuana in November. The city has adopted an ordinance that would tax marijuana and will consider regulations regulating "time and place" of dispensaries in the coming months. Legislation passed to include prepaid cellular devices and services under the 9-1-1 tax. There was little movement on transportation funding. Legislation on franchise fee equity was delayed until 2015.

On July 22, 2014 council reviewed and discussed the League of Oregon Cities call for

legislative priorities and considered staff's recommended priorities. After discussion, council consensus was to forward the following priorities to LOC:

Brownfield mediation

Transportation funding

Allow for price comparison when procuring architects and engineers

Improve the fairness of how new and improved property is added to the tax roll

Support repeal of ORS 221.515

Oppose preemption of the ability of cities to manage and receive compensation for the use of public ROW.

In September the mayor and assistant city manager attended the League of Oregon Cities conference in Eugene and sessions previewing the League's five priorities. A more detailed description is attached.

- Property Tax Reform:
 - Voter Control Referral - This proposed constitutional referral would allow local voters to consider a temporary property tax outside of statewide tax caps. The referral would not raise anyone's taxes but would empower voters to authorize a tax for local operations.
 - Reset at Sale - This proposed constitutional amendment would reset a property's assessed value to its real market value at the time of sale or construction.
 - Change Property Tax Ratio - This statutory change would change the way new property is added to the tax rolls.
- Transportation Funding - Passage of a comprehensive funding and policy package to address multimodal needs, with a top priority of maintaining and preserving existing infrastructure.
- Medical Marijuana Dispensaries - Advocate for legislative changes that will clarify and enhance public safety and local control related to marijuana.
- Right of Way Management - Protect local home rule authority to manage public rights of way and receive compensation for their use.
- Mental Health Services - Support increased resources across the state for persons with mental health issues.

An opportunity the city is pursuing is development of the underutilized Hunziker Industrial Core of more than 138 acres of industrial zoned property including the Fields site. Investing in public infrastructure would catalyze millions in new private investment and estimates of 300 to 500 new jobs. (Description attached.) Support of funding for SB 246 would give Business Oregon funds and authority that could assist. The Business Oregon Immediate Opportunity Fund may be a source for road improvements tied to a business that provides jobs.

In the most recent community attitudes survey conducted in the fall of 2013, respondents identified congestion, street improvements/maintenance and transportation/public transit as the top three single most important issues for the council to address. Respondents identified "increase efforts to retain existing and attract new jobs to the city." as the most important change the city could make. Legislative priorities that address congestion and transportation

and economic development and jobs would support citizens' priorities.

Federal Legislative Priorities:

A copy of the 2014 Federal Legislative Agenda is attached. Several of the city's priorities advanced this year. The city received a \$400,000 EPA grant to develop a Downtown Brownfield Assessment program. A \$73,667 USDA grant was awarded for promotion and outreach for the Farmers Market. The city will be notified some time in November if the grant submitted for the Supa Fresh Farm to School program is awarded. Grant priorities that warrant continuation into 2015 include the Fields/Hunziker Industrial Core Economic Development Site, Brownfield clean-up grants for city owned property, Safe Routes to Schools for the Murdock connection to Templeton Elementary in particular, improvements to Hall Blvd from Burnham Street to Durham Road and the Highway 217 interchange with 72nd Avenue.

Policy items council should consider including in the 2015 federal Legislative agenda include:

Support Robust Transportation Reauthorization Bill

Congress should develop a comprehensive transportation reauthorization bill that would create jobs by providing robust funding for bridges, highways, mass transit and other local infrastructure needs. Within the reauthorization bill, Tigard strongly supports inclusion of:

- The bipartisan Innovations in Surface Transportation Act (H.R. 4726/S.2891), which creates a grant program that would put transportation funds in the hands of local communities. Currently, less than 15 percent of all authorized federal highway funds and only one grant program are available to cities and counties. The Innovation grants would be awarded on merit by a panel with representatives from state and local jurisdictions, ensuring that funds go to well-conceived projects with the most local support.
- For Safe Routes to School (SRTS) funding, support allowing states the option to reduce or waive the matching requirements for low-income applicants. Low-income communities are having a difficult time meeting the new 20% match required under MAP-21. In addition, recommend that not-for-profit organizations be allowed to serve as project sponsors for SRTS projects. Under MAP-21, these entities can only be partners and cannot be the project lead, which has created challenges for states and localities, where not-for-profits can no longer efficiently carry out safety education and other non-infrastructure activities. The Senate Environment and Public Works (EPW) Committee addressed both of these SRTS issues in its Committee passed proposal.
- The Bicycle and Pedestrian Safety Act (H.R. 3494/S. 1708) which would require the US Department of Transportation to set a performance measure to reduce the number of bicyclists and pedestrians killed on our roads.

COPS Technology Funding

Support reallocating funds from the COPS Hiring program to the COPS Technology program. There are very few funding options at the federal level to help police departments purchase equipment despite the fact that federal mandates continue to require costly upgrades. Federal funds for equipment upgrades are important especially for police

departments with cash strapped budgets.

FY 2015 Program Levels

Maintain adequate funding levels for TIGER, CDBG, HOME, BYRNE, COPS Technology, EDA, and Assistance to Firefighters Funding.

Protect Municipal Bonds

Support protecting tax exempt municipal bonds from being eliminated or limited. Since the federal income tax was instituted in 1913, interest earned from municipal bonds issued by state and local governments have been exempt from federal taxation. These bonds are the primary financing mechanism for state and local infrastructure projects, with three-quarters of the infrastructure projects in the U.S. built by state and local governments, and with over \$3.7 trillion in outstanding tax-exempt bonds, issued by 30,000 separate government units. Local governments save an average of 25 to 30 percent on interest costs with tax-exempt municipal bonds as compared to taxable bonds. This is true because investors are willing to accept lower interest on tax-exempt bonds in conjunction with the tax benefit. If the federal income tax exemption is eliminated or limited, states and localities will pay more to finance projects, leading to less infrastructure investment, fewer jobs, and greater burdens on citizens who will have to pay higher taxes and fees.

Secure a Tigard Zip Code

Staff is investigating the process to secure a distinct Tigard mailing address, instead of the current Portland designation.

Once council reaches consensus on legislative priorities, staff will prepare specific requests for each priority including summary project descriptions and fund requirements.

OTHER ALTERNATIVES

Based on council consensus on priorities, council may request further clarification on issues not raised in this summary.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

2014 State and Federal Legislative Agendas adopted by council on January 14, 2014.

DATES OF PREVIOUS COUNCIL CONSIDERATION

July 22, 2014 - Council consensus on recommended priorities for the 2015 LOC Priorities

Attachments

[2014 State Legislative Agenda](#)

[2014 LOC Legislative Priorities](#)

[Hunziker Industrial Core Summary](#)

[2014 Federal Legislative Agenda](#)



2014 Legislative Agenda

Tigard, Oregon

"She flies with her own wings." —Judge Jessie Quinn Thornton

2014 Policy Issues of Interest:

■ Referral Regarding the Legalization of Marijuana

Should the legislature decide to take up the issue of referring to voters a measure legalizing the recreational use of marijuana, Tigard would like to be involved in those discussions, particularly as they relate to: the governing agency responsible for oversight; public safety; local licensing, siting and zoning authority; production limits and taxation; and revenue distribution.

Status: Oregon voters will consider legalizing recreational marijuana this fall.

■ Local Improvement Districts

Cities rely on local improvement districts to complete important upgrades to infrastructure that benefits a local area within the city's boundaries. Tigard would oppose legislation limiting the ability of cities to use this financing mechanism. Tigard supports the beneficiaries of specific improvements bearing the cost of those improvements, instead of the general taxpayer funding these projects from the limited general funds.

Status: Legislation was introduced but did not pass.

■ 9-1-1 Tax on Prepaid Wireless

While the legislature extended the sunset date for the 9-1-1 tax on telecommunication services, the prepaid cellphone market remains outside this important revenue source. With prepaid phones becoming an increasing portion of the industry and such phones being used to access the emergency service system, we believe that the work of finalizing the collection mechanism for such a fee must be finished in the 2014 session and the prepaid cellphone users will thereby pay their fair share for this vital service.

Status: Legislation passed for the inclusion of prepaid cellular devices and services under the 75 cent tax that is levied on all other telecommunications devices and services in support of the state's emergency communications system.

■ Water Supply Development Fund Appropriations

Tigard supports clarifying the appropriation of lottery bonds from the Water Supply Development Fund. This fund was established in 2013 legislation, which included authorization for two specific projects — the state \$1.5 million match for a water reallocation project in the Willamette Basin and a \$750,000 fund for a comprehensive basin study for the Deschutes Basin. In 2013, \$10 million was appropriated to the development fund and the two projects now need a budget note to finalize the funding outside the loan and grant process as laid out in the authorizing bill.

Status: New legislation makes statewide adjustments to the 2013-15 state budget, including partial restoration of state agency funding that was held back during the 2013 legislative session.

- **Labor and Supervisor Management**

Tigard would once again oppose changes to Oregon's collective bargaining law that would place supervisory employees into collective bargaining units and require midterm bargaining to be subjected to binding arbitration. Similarly, Tigard would urge caution in regard to changing Oregon's public contracting code in a short session. Public contracting is an area fraught with complications that require robust deliberations not offered in the time available.

Status: Legislation was approved that addressed firefighters; other positions were not included.

- **Franchise Fees**

Tigard supports the League of Oregon Cities' effort to address the differences in franchise fees charged to different types of telecommunication companies. While we appreciate the need for equity, Tigard and the LOC are concerned about proposed legislation that would alter the statutory basis for franchise fees. We prefer that the discussions started in 2013 continue through a work group and present a solution for possible consideration in the 2015 session.

Status: Legislation delayed until 2015.

Ongoing Areas of Focus:

- **Economic development/jobs**

Support policies and initiatives that encourage workforce retention.

Status: No major legislation approved in 2013.

- **Transportation**

Support additional funding, efficiencies and program support for multimodal transportation projects.

Status: Little transportation legislation of significant interest to the League was considered in the 2014 session.

- **Financial stability**

Support policies and legislation that allow local control and maintain and strengthen the state's commitment to the State Shared Revenue funding formula.

Status: No major changes.

- **Growth and development**

Support urban growth boundary amendment policies and legislation that provide for a more efficient urban growth management system.

Status: Nothing was proposed to speed up the appeal process or to create certainty in terms of how long the court may take in reaching a decision on appealed cases.

- **Vertical Housing Program**

Support the extension of the Vertical Housing Program which encourages mixed-use commercial/residential developments in areas designated by communities.

Status: Tigard approved a Vertical Housing Development Zone (VHDZ) to encourage multi-story mixed-use development in two targeted areas of the City of Tigard. The ten-year partial property tax exemption for new construction applies to the first four floors of residential development built above first-story commercial development.

Oregon's 2014 Short Legislative Session: February 3 – March 9

Oregon's bicameral legislature consists of the House of Representatives, which has 60 members elected for two-year terms, and the Senate, whose 30 members are elected to serve for four-year terms.

Oregonians choose their legislators by voting every even-numbered year. The primary election is held on the third Tuesday in May. The general election is held on the first Tuesday (after the first Monday) in November.

Oregon uses a system of single-member districts to elect its legislators. Each of the 90 members represent a designated senatorial or representative district, meaning each Oregonian is represented by a single senator and a single representative. Representative districts have a population of about 63,850; Senate districts contain about 127,700 people. These district lines are redrawn every ten years.



Sen. Ginny Burdick
SENATE DISTRICT 18
900 Court St. NE, S-213
Salem, OR 97301
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Rep. Margaret Doherty
HOUSE DISTRICT 35
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Tigard City Council



Mayor
John Cook



Council President
Marland Henderson



Councilor
Gretchen Buehner

~
councilmail@tigard-or.gov



Councilor
Marc Woodard



Councilor
Jason Snider





Property Tax Reform: Voter Control Referral

Description

The League’s proposed constitutional referral would allow local voters to consider a temporary property tax outside of statewide tax caps. The referral would not raise anyone’s taxes, but would empower voters to authorize a tax for local operations.

Background

Under Oregon’s current system, statewide limitations can prohibit local voters from raising their own taxes to support services they demand. Measure 5 limitations restrict general governments (cities, counties and special districts) and schools to levying no more than \$10 and \$5 per \$1,000 of real market value respectively. Any taxes levied in excess of those limitations are reduced until the limitations are met, a process known as compression. Temporary taxes that are in addition to the municipality’s permanent rate and are approved by voters to provide funding for services, such as public safety or school services, are compressed first under this system. As a result, voters residing in a municipality in compression are limited in their ability to raise revenue to support services they desire.

Examples

In numerous communities throughout Oregon, statewide tax caps reduce voter approved levies significantly. In the city of Sweet Home, for example, voters have approved local option levies for police and library services dating back to 1986. In 2010, voters approved the levies again with 60 and 55 percent of the vote respectively. Yet statewide tax limits cut 35 percent of what local voters approved, resulting in public safety and library services not being provided at a level local citizens wanted.

Many voter-approved levies throughout the state are being reduced by even larger percentages. In the West Linn/Wilsonville School District, statewide limits will reduce the collections for the voter-approved levy by 71 percent this year. For the Portland Children’s Levy, revenue is reduced by 51 percent (see Table 1 for additional examples).

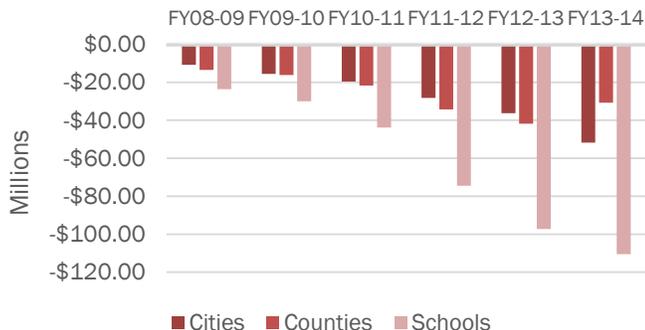
Table 1: Compression on Voter-Approved Levies

	Percentage of revenue lost due to statewide tax caps (2013-14)
Tigard-Tualatin School District	54%
Pendleton School District	42%
Eugene School District	41%
Lake Oswego School District	34%
Beaverton School District	34%
City of Albany public safety levy	34%

Statewide Impacts

Compression is a growing problem for local governments statewide. Since 2008-09, total revenue lost to compression has increased from \$51 million to \$212 million in 2013-14, (see Figure 1). This year 90 percent of school districts, 34 out of 36 counties and more than one-half of all cities have seen property tax revenues reduced due to statewide caps.

Figure 1: Statewide compression losses



Last May (2014), local voters approved 16 of 21 (76 percent) temporary tax measures. While voters may still be concerned about the state of the economy, in many instances they clearly realize the value of local government services and are willing to tax themselves to provide those services. Whether or not any local voters approve temporary taxes outside of compression limitations is irrelevant. What matters is that voters currently do not have the freedom and opportunity to do so.

Description

The League's second proposed constitutional amendment would reset a property's assessed value to its real market value at the time of sale or construction. The amendment would not raise taxes on anyone's current home, but would restore equity by recalibrating taxes based on the market's valuation of a property at the time of sale—a better measure of a property's value and an owner's ability to pay.

Background

Measure 50, passed in 1997, created a new "assessed value" for all properties. Assessed value was initially set at 90 percent of a property's 1995-96 real market value. For newer properties, a county-wide ratio is applied to determine the initial assessed value. Growth in assessed value is limited to 3 percent annually.

By locking in assessed values based on 1995-96 real market values or a ratio at the time of construction, and by capping annual growth, huge disparities in tax bills have emerged as property values have changed at different rates.

Examples and Impacts

Homeowners in inner North and Northeast Portland, for example, often have property tax bills that are one-third or one-fourth of what homeowners with similar real market values pay across town. The reason is simple. In the early and mid-1990s, large swaths of North and Northeast Portland had lower market values, and those values still determine the taxes owed despite the rapid rise in home values (See Table 1).

These significant inequities in property taxes can play a role in the real estate market as well. An analysis conducted by the Northwest Economic Research Center found that property owners selling similar homes in disparate neighborhoods could attribute between \$9,300 and \$45,000 in their property's potential sale price to the quirks of Oregon's property tax system.

The authors wrote that Oregon's property tax system creates a hidden subsidy for those property owners with lower taxes and shifts the burden of local services onto others.

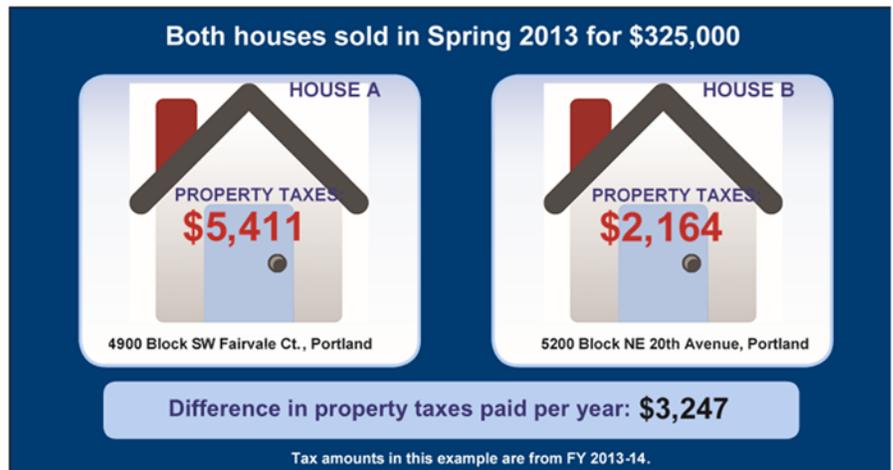
While the analysis focused on Portland, the authors said they would expect to find these results in other Oregon cities in which there has been uneven growth in home values since the 1990s.

Priority

Seventeen other states have property tax limitations similar to Oregon's. Of those, 15 readjust property taxes at the time of sale. Oregon's existing system, according to a Lincoln Institute of Land Policy report, "has gone the farthest of any [in the country] in breaking the link between property taxes and property values."

Resetting assessed value to real market value at the time of sale would reestablish the link between market values and property taxes, and improve the fairness of Oregon's system.

Table 1: Tax inequities between two neighborhoods in Portland





Property Tax Reform: Changed Property Tax Ratio

Description

The League's priority regarding property taxation changes the way new property is added to the tax rolls. This proposal, unlike the other two, would only require a statutory change, meaning the measure would not have to be referred out to voters in order to become law.

Currently, new or improved property is added to the tax rolls by applying an annual county-wide ratio of assessed values (AV) to real market values (RMV) to the new or improved property in an attempt to replicate the property tax discount given to properties via Measure 50. The ratio is calculated and applied to specific property classes (residential, multifamily, commercial, etc.).

However, significant variation between AV and RMV exists within a county, resulting in a discount that is often overly generous when compared to neighboring properties. In addition, the discount is out of line with what was originally offered to properties when Measure 50 passed in 1997.

As a result, similarly situated and valued properties can have significantly different property tax liabilities.

Background

The situation in Multnomah County is illustrative. The county is home to a number of cities, and the property values in each have not grown uniformly since Measure 50's passage in the mid-1990s. Consequently, the ratio of assessed value to real market value in each city varies, but the countywide average is applied to all new properties.

For example, the Multnomah County changed property ratio this year for residential property was roughly 70 percent. This means a home valued at \$200,000 will appear on the tax roll with an assessed value of \$140,000.

However, in Gresham, the average ratio is closer to 90 percent, meaning that the average \$200,000 home within the city limits has an assessed value of \$180,000. Meanwhile in Portland, the average ratio is about 64 percent, so a \$200,000 home has an assessed value of \$128,000. For the city of Gresham, the property tax discount given to new property is overly generous compared to what existing properties are paying in the city. Because of this, current Gresham residents are subsidizing the services for new properties.

Priority

The League will advocate for legislation to provide the option of applying a city-wide changed property ratio to new property.



Transportation Funding

Description

The League seeks passage of a comprehensive transportation funding and policy package to address multimodal needs, with a top priority of maintaining and preserving existing infrastructure.

Background

Oregon's road system is becoming increasingly distressed and transportation funding is not keeping up with basic maintenance and preservation needs. Cities throughout Oregon are facing serious street budget shortfalls, resulting in the deterioration of transportation infrastructure. According to a survey conducted by the League in 2014, cities face an annual funding gap of more than \$300 million per year. Uncertainty about federal funding and the decline in federal and state highway trust fund resources calls into the question the sustainability of the current transportation funding program.

In addition, Oregon's small cities (less than 5,000 population) have lagged behind larger cities in street funding. This is caused by declines in overall transportation revenue and the fact that a statutory program created to provide limited funding for small cities has not been updated since 1991.

Priority

Approval of a comprehensive transportation package containing at least the following:

- An increase in the state gas tax of up to five cents per gallon;
- Indexing of the state gas tax to the consumer price index or another relevant economic index;
- Expansion of the calculation method used for the state's transportation user fee to include vehicle miles traveled (VMT);
- An increase in license plates fees and inclusion of lightweight trailers;
- Maintaining the dedication of the state's Highway Trust Fund dollars to highway, road and street projects;
- Continued allocation of Highway Trust Fund dollars between the state, counties and cities at 50%-30%-20%, respectively;
- An increase in the statutory "Small City Allotment" fund from \$1 million to \$5 million annually, split evenly between the Oregon Department of Transportation and the cities' share of the trust fund;
- No preemption of local government ability to generate their own transportation revenues; and
- Funding for the jurisdictional transfer and maintenance of orphan highways (state highways or county roads that function as city streets).

The transportation package should also address funding and policy initiatives for all modes (streets, bike/pedestrian, transit, rail, aviation and marine) and advance connectivity, safety, jobs and economic development, transportation impact on climate change, active transportation and public health.



Medical Marijuana Dispensaries

Description

The League will advocate for legislative changes that will clarify and enhance public safety and local control related to marijuana.

Background

In 2013, House Bill 3460 established a means for registering the 150-200 medical marijuana dispensaries that had been operating in the state illegally but with the forbearance of most law enforcement agencies. While the legislation successfully created a licensing system and safety regulations, more work is needed to ensure public safety and local control.

Priority

The League will advocate for the following legislative changes:

- **Require employees and agents of dispensaries to pass the same background checks as proprietors.**
Owners of marijuana dispensaries must pass criminal background checks prior to receiving a license to operate. Employees and other parties affiliated with the operation of a dispensary should also be subject to criminal background checks to help keep medical marijuana in the hands of patients and not diverted to criminal activity.
- **Establish licensing and safety regulations for the manufacture of marijuana tinctures utilizing flammable or explosive materials.**
The manufacture of butane hash oil and other value-added extracts has resulted in fires, injuries and deaths in Oregon and other states. A dispensary should be required to acquire these products from a manufacturer that is licensed by the state and uses appropriate safety protocols.
- **Clarify land use regulations to ensure dispensaries are not allowed in areas inappropriate for their use or in close proximity to places where children congregate.**
The intent of HB 3460 was to prohibit dispensary operations in residential zones. However, the bill was phrased in a way that specifies which zones dispensaries are allowed in, as opposed to prohibiting them in residential zones and simply relying on the local development code to determine where a dispensary may be located in cities permitting them to operate. This language should be clarified to align with the bill's original intent to prohibit residential locations. Further, HB 3460 prohibits dispensaries within 1,000 feet of schools, but federal law creates a specific offense for distribution of controlled substances within 1,000 feet of any place children congregate. The conflict between those two requirements should also be resolved.



Right of Way Management

Description

Local authority to manage public rights of way and receive compensation for their use is derived from Oregon's constitutional provisions for home rule, state statute, and court decisions which have consistently upheld the right of cities to manage rights of way. Nevertheless, legislative and judicial efforts are often mounted to thwart local management of this public resource.

Background

Cities have the right to set terms and conditions, including the establishment of a fee structure, when an entity occupies a right of way for transmission of data, energy, water and other resources. While certain statutes and utility regulations define how such fees can be charged, this ability is firmly established.

Cities also determine how this authority is exercised—by ordinance or through negotiation with each entity seeking to occupy the right of way. This applies to private and public sector occupants. In fact, several cities charge *themselves* a franchise fee when a municipally-owned utility is using the right of way.

Municipal authority over the management of rights of way is an essential component of a city's home rule.

Priority

The League will oppose any legislation preempting the ability of cities to manage and receive compensation for the use of a public right of way, including:

- Establishment of a “one-size-fits-all,” statewide franchise fee policy and collection system; and
- Prohibition of a city's authority to levy franchise fees on other government entities.



Mental Health Services

Description

The League will support increased resources across the state for persons with mental health issues, especially in crisis situations.

Background

Oregon's cities do not typically provide mental health services but have increasingly found themselves in the position of sending police officers to respond to individuals in crisis and dealing with the impacts of homelessness and addiction. A 9-1-1 call should not be the first time a person suffering from a mental illness receives public services.

Priority

The League will advocate for the following:

- **Preventative mental health care in the form of “drop-in” services should be available to all Oregonians regardless of where they live.**
The League believes that access to urgent care for mental health will allow those suffering from an illness or condition to be triaged and receive immediate treatment or where appropriate, referrals for treatment. This will avert unnecessary, unhealthful and sometimes tragic interactions with law enforcement personnel.
- **Proactive, mobile crisis intervention should be available statewide.**
The mobile crisis intervention approach has reduced negative encounters between police and the mentally ill. Resources should be provided so such services are available throughout the state.
- **Every police officer in the state of Oregon should have access to training in how to respond to a mental health crisis.**
The state should provide public safety personnel with access to instructions from mental health professionals that would equip officers with skills to respond in a way that de-escalates conflict and helps the affected individual and their family receive appropriate care.
- **The number of regional residential mental health facilities should be expanded.**
Jail should not be the only option to secure an individual experiencing a mental health crisis. Safe and secure mental health care beds will allow those in need to avoid jail, which could worsen their condition.

Tigard, at the center of the economically thriving Portland MSA, is ideally located to meet regional employment demand. The region's workforce lives here. What's lacking, however, is infrastructure that supports business expansion here.

Tigard's Hunziker Industrial Core includes more than 138 acres of industrial zoned property located $\frac{3}{4}$ of a mile from I-5 and immediately accessible by existing rail. In this area 96 acres are developed but underutilized. Forty-two acres are undeveloped but limited in their development potential. This area exemplifies the challenge suburban cities face when trying to support business growth. Factors like sloping land, limited site access and incomplete infrastructure make private sector development unlikely.

Through the support of a DLCDC grant, and in partnership with local property owners, the City of Tigard has developed an Infrastructure Finance Plan that paves the way for private sector development, business growth, and increased employment. The cost of public infrastructure (roads, water, waste water and storm water) to support private sector development in the Hunziker Industrial Core is about \$9.5 million.

The first \$3.95 million project upgrades infrastructure in this area to catalyze \$22.1 million in new private investment and estimates of 300 to 500 new jobs for residents from around the region. The City of Tigard would like to make a request to the State Legislature for \$1.8 million in economic development funding for water, waste water and storm water infrastructure improvements.



Grant Priorities



Fields Economic Development Site

The Fields property, located in Tigard’s industrial corridor, is made up of more than 42 acres of industrial land. The property is bounded by an active rail line and rail car switching yard, and a privately owned rail line.

The Fields site has a combination of development challenges including lack of infrastructure, a steep slope, and a variety of permitted land uses. However, the parcel size and the site’s close proximity to Interstate 5 and Highway 217, make this property marketable. The City of Tigard is working with private sector partners to refine development scenarios, and explore infrastructure and financing options.

Public and private sector development of this site could support a balance of residential and economic activity. This might include flexible (office/manufacturing) space for 15–20 businesses, 10–15 acres of multi- and single-family residential development, and the addition of 750–1,000 jobs.

We are currently investigating U.S. Department of Commerce Economic Development Administration Program funding as a possible contribution.

Downtown Tigard Brownfield Assessment

Tigard is seeking funds to support site investigations and community planning for productive reuse of sites in the downtown, as well as priority sites in Tigard’s industrial and employment areas. Tigard and community members envision a more vibrant and prosperous downtown. Progress has been made—several projects have been completed or are about to commence. A major challenge to redevelopment, however, has been the need to assess

downtown properties for environmental issues. Approximately 60 properties in this area have been identified as contaminated, or potentially contaminated, from previous uses. Tigard supports the cleanup and revitalization of these properties, and plans to provide incentives to property owners to address brownfield challenges.

REQUEST AMOUNT: \$400,000

Police Interoperable Communications

Because of federal mandates, the regional dispatch center in Washington County will be moving from an analog communications network to 800MHz digital format. All radios operated by first responders in the region must be replaced by 2018. The Tigard Police Department will need to replace 99 portable and 56 mobile devices. The digital format will provide additional benefits, including greater capacity and flexibility for transmitting data, and allow for seamless communications between the city, county and other first responders on the network.

REQUEST AMOUNT: \$250,000



Tigard/Metzger Farm to School Program

The city is working with the Tigard Tualatin School District and the Oregon Human Development Corporation YouthSource to enhance farm to school operations at Metzger Elementary. Metzger Elementary serves the highest Spanish-speaking student body in Tigard and highest percentage of students receiving free and reduced-price meals in the district. The partnership will produce nutritious, local organic produce for low-income populations by growing them year-round at Metzger Elementary School.

REQUEST AMOUNT: \$100,000

Promote the Farmers Market in Downtown

The Tigard Area Farmers Market is focused on bringing farmers, community and nonprofits together in a way that benefits all. The market is seeking additional resources to promote a new location in downtown Tigard to expand producer-to-consumer opportunities in a larger space. Funds are needed for signage, including permanent wayfinding signs, and a kick-off event to promote the newly expanded market to the community.

REQUEST AMOUNT: \$100,000



Safe Routes to Schools

The city has identified its future vision to become *“The most walkable community in the Pacific Northwest where people of all ages and abilities enjoy healthy and interconnected lives.”*

A key aspect of this vision is to ensure that children have safe routes to walk to school. The incomplete sidewalk connection on SW Murdock, from SW 103rd to a sharp curve in front of Templeton Elementary, prevents children from walking to school safely.

REQUEST AMOUNT: \$2,000,000

Automated License Plate Recognition Equipment

Automatic License Plate Recognition (ALPR) is a surveillance method that uses optical character recognition to read vehicle registration plates.

Tigard has major state highways intersecting the city and some of the busiest roads in the state. ALPR could be used to track stolen vehicles, Amber Alert suspects and identify drivers operating on a suspended license.

REQUEST AMOUNT: \$238,000

TIGARD, OREGON. Located just eight miles southwest of Portland, Tigard is Oregon’s 12th largest city with a population of 49,135. The city is largely residential, and offers a mix of industrial, commercial and retail space, which results in a daytime population approaching 100,000.

Tigard has preserved its unique small-town character, but because of the demands placed on its transportation, water, and public safety resources, Tigard faces big-city infrastructure issues.

Three major thoroughfares (Interstate 5, Highway 99W and Highway 217) converge in Tigard. This creates some of the highest daily traffic volumes in the state, especially during peak commute times. The ever-increasing traffic and population growth in the region continue to outpace infrastructure improvements, and results in millions of dollars in transportation delay costs per month.

Tigard’s new economic development program focuses on attracting, supporting and nurturing investment in our community. Program activities cultivate the relationships and data necessary to grow our economy. Partnerships with the private sector encourage innovation and entrepreneurship.

Tigard continues to work with its regional partners toward creative solutions that address infrastructure and service delivery challenges. We are committed to responsible stewardship of public funds and to making sound fiscal decisions that will guide us toward a sustainable future.

Hall Boulevard—Burnham Street to Durham Road

This project will add turn lanes at key intersections, illuminate, add transit stop amenities and fill in the sidewalk gap along Hall Boulevard from downtown Tigard to Durham Road.

REQUEST AMOUNT: \$7,100,000

Highway 217 Interchange with 72nd Avenue

Evaluate and develop a conceptual design to address transportation issues in the area of the interchange of Highway 217 with 72nd Avenue. This project will focus on the ramp terminals, cross street and streets intersecting 72nd Avenue.

REQUEST AMOUNT: \$800,000

Projects Supported by the City of Tigard



Pacific Highway (99W)/Barbur Boulevard High Capacity Transit Alternative Analysis

An alternatives analysis and preliminary engineering study is needed to determine the best high-capacity connection to provide transportation options to connect downtown Portland, Tigard, King City, Tualatin and Sherwood. Reductions in automobile trips will reduce roadway congestion and pollution, reduce accidents and set the groundwork for efficient development along the transit line.

TOTAL COST: \$11.4 MILLION; FEDERAL REQUEST: \$1 MILLION

Columbia River Crossing Project

The City of Tigard strongly supports the Columbia River Crossing (CRC) Project, which is a long-term, comprehensive solution to problems on Interstate 5 near the Columbia River. The I-5 corridor is the backbone of a network of roads that provide access to the region, which is more susceptible to long-term economic losses from congestion than other areas because of its ties to trade.

Lake Oswego-Tigard Water Partnership

In August 2008, the cities of Lake Oswego and Tigard formally endorsed a partnership agreement for sharing drinking water resources and costs. Lake Oswego's water supply system is near capacity, and key facilities need expansion and upgrades. Tigard residents need a secure, dependable water source. Both cities want to keep water affordable for their customers and sharing the cost of new infrastructure to serve both communities does that.

TOTAL COST: \$240 MILLION

Policy Items

Support Robust Transportation Reauthorization Bill

Congress should develop a comprehensive legislative effort to create jobs by providing robust funding for bridges, highways, mass transit and other local infrastructure needs.

FY 2015 Program Levels

Maintain adequate funding levels for TIGER, CDBG, HOME, Byrne, COPS, EDA, Assistance to Firefighters Funding.

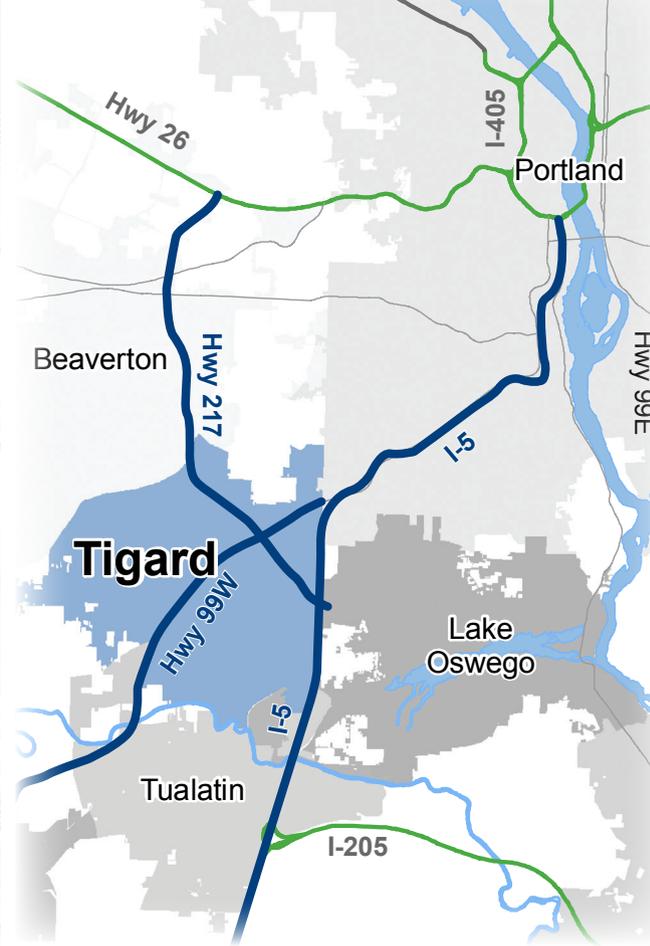
Protect Municipal Bonds

The city strongly supports protecting tax-exempt municipal bonds from being eliminated or limited. Interest earned from municipal bonds issued by state and local governments have been exempt from federal taxation since 1913. These bonds are the primary financing mechanism for state and local infrastructure projects.

Local governments save an average of 25–30 percent on interest costs with tax-exempt municipal bonds because investors are willing to accept lower interest in conjunction with the tax benefit. If the exemption is eliminated or limited, states and localities will pay more to finance projects, leading to less infrastructure investment, fewer jobs, and greater burdens on citizens who will have to pay higher taxes and fees.

Secure a Tigard Zip Code

Tigard staff is investigating the process to secure a distinct Tigard mailing address, instead of the current Portland designation.



For more information...

More information about these projects and Tigard's vision for the future can be found on our website at www.tigard-or.gov. Please don't hesitate to contact us for additional information.

- ▶ **Mayor John L. Cook**, 503-718-2476, mayorcook@tigard-or.gov
- ▶ **City Manager Marty Wine**, 503-718-2486, marty@tigard-or.gov
- ▶ **Assistant City Manager Liz Newton**, 503-718-2412, liz@tigard-or.gov



City of Tigard | *A Place to Call Home*
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City of Tigard, Oregon 2014 Federal Legislative Agenda



AIS-1950

11.

Business Meeting

Meeting Date: 10/14/2014

Length (in minutes): 5 Minutes

Agenda Title: Recommended By-laws for the Tigard Youth Advisory Council

Prepared For: Marty Wine, City Management **Submitted By:** Marty Wine, City Management

Item Type: Resolution **Meeting Type:** Council Business Meeting - Main

Public Hearing: No

Publication Date:

Information

ISSUE

Council approve a resolution adopting the by-laws recommended by the Tigard Youth Advisory Council?

STAFF RECOMMENDATION / ACTION REQUEST

Adopt the resolution.

KEY FACTS AND INFORMATION SUMMARY

Each appointed Board and Commission for the City of Tigard has by-laws that were developed after a model template. By-laws serve as a guide for the board's operation. Each Board has limited discretion to revise the model by-laws. They must acknowledge that they act in an advisory capacity to the City Council and will comply with the City of Tigard Code of Conduct. In addition, the by-laws must contain provisions for appointments and filling vacancies. How this is done is also provided for in City Resolution 01-21, which says the Mayor's Appointments Advisory Committee interviews applicants and selects a candidate(s) for appointment (this is also guided by the Council's adopted groundrules). At its meeting of October 6, the Tigard Youth Advisory Council unanimously recommended adoption of the attached by-laws and their adoption by the City Council.

This advisory board to the City Council was dormant since 2012. The City was contacted by Tigard High School youth interested in re-forming the Youth Advisory Council, and the City Council appointed the first seven applicants for a new youth council on September 9, 2014. Since then, the newly formed Advisory Council has met twice (September 11 and October 6) to draft by-laws and plan their first membership drive and event (a toy drive at Cook Park on September 28). The new members of the Youth Advisory Council provisionally appointed

officers and committee chairs at their September 11 meeting. The Youth Advisory Council intends to hold elections again for permanent positions on November 4. The City has received 14 applications for this council since September 9. The new members of the Youth Advisory Council provisionally appointed officers and committee chairs at their September 11 meeting. The Youth Advisory Council intends to hold elections again for permanent positions on November 4. The City has received 14 applications for this council since September 9.

OTHER ALTERNATIVES

Adopt the resolution with amendments as suggested by the City Council.
Do not adopt the resolution.

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

On September 9, 2014, the City Council appointed seven members to the Tigard Youth Advisory Council.

Attachments

Resolution

TYAC Bylaws

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 14-

A RESOLUTION ADOPTING THE BY-LAWS OF THE TIGARD YOUTH ADVISORY COUNCIL.

WHEREAS, the recent appointment of seven members to the re-formed Tigard Youth Advisory Council has begun, with building new membership and providing support to create a sustaining organization; and

WHEREAS, an important step in establishing the efficient and effective work of the Tigard Youth Advisory Council is the development of by-laws, which serve as a guide for its operation; and

WHEREAS, during its initial meetings, the Tigard Youth Advisory Council has discussed and drafted recommended by-laws for the City Council's adoption in keeping with the model by-laws of city boards and commissions; and

WHEREAS, these proposed by-laws, in large part, are based on Resolution Nos. 01-02 and 07-46 and established practice relative to other City standing boards and committees.

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

SECTION 1: By-laws governing the Tigard Youth Advisory Council as specified in Exhibit A are hereby adopted.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2014.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard



CITY OF TIGARD TIGARD YOUTH ADVISORY COUNCIL BY-LAWS

SECTION I. CHARGE AND COMPOSITION

The Tigard Youth Advisory Council (TYAC) was formed in 2003 as the official advisory body on youth issues to the Tigard City Council. The TYAC's goal is to empower Tigard's youth and give them a voice in the community.

The TYAC is made up of 15 to 30 residents of the City of Tigard who attend schools around Washington County. TYAC members may also serve as non-voting members of other boards and committees.

- A. It shall be the function of the TYAC to act as an advisory body to the City Council.
- B. The Board and its members shall conduct itself in a manner that's in keeping with applicable federal, state, and local laws pertaining to conduct and ethics and the City of Tigard Code of Conduct. Any violation of the provisions of such laws shall be grounds for removal from office.
- C. The Youth Advisory Council is charged with advising the City Council.
 - *Vision:* The youth of Tigard will be equal partners empowered and involved in the community helping the youth in Tigard.
 - *Mission:* To empower, improve and connect the lives of Tigard's youth.
 - *Guiding Principles:*
 - Through empowerment young people know they are valued by the adults in their community.
 - Through involvement, young people serve useful roles in their school, family and community.
 - Through volunteering, young people provide service to others in the community.
 - Through respect, young people feel safe in their community.
 - Provide review and comment to elected officials and City decision makers regarding public issues, projects, and proposals that have an impact on youth.
 - Work with the Mayor, City Council, City departments, Chamber of Commerce, civic clubs, and other community organizations to create civic engagement opportunities for local youth.
 - Serve as ex-officio members of city boards and commissions.
 - Find creative ways to educate the general public concerning issues affecting Tigard's youth.



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SECTION II. COUNCIL MEMBERSHIP

Any youth who is in grade 6-12 and a Tigard resident is eligible for membership. Any vacancies left after the normal application process should be filled as soon as possible through the announcement of openings. The TYAC will maintain relations with local businesses and organizations with a common interest in the Youth Advisory Council. Council members may attend meetings of these groups to serve as a resource to the community. Any member of the TYAC may propose an amendment to the Bylaws at any regular meeting of the Youth Advisory Council. The amendment shall be voted on by the members present but requires a majority vote of the entire membership to pass.

- A. **Officers:** There shall be four (4) elected officers, the President, Vice President, Treasurer, and Secretary. Terms are for one year. No officer shall serve more than two (2) consecutive terms. Candidates for elected office must be members of the Youth Advisory Council and have served on the Council for at least one year prior to elections. Candidates for elected office are elected by majority vote of the membership. Members may only hold one elected office at a time.

SECTION III. ORGANIZATION OF THE YOUTH ADVISORY COUNCIL

- A. **Elections:** At its first meeting of the year, and thereafter annually, the Youth Advisory Council shall elect a President from its members who shall hold office at the pleasure of the Youth Advisory Council. The following officers were elected by the membership on an interim basis on September 11, 2014, with the intent to hold further elections in several months once membership has grown.
- B. **Duties of Elected Officers:** Each candidate for elected office and subcommittee chairs must make a brief speech to the full membership prior to the election of officers, even if running unopposed. Speeches shall run less than 5 minutes each and shall include information about the candidates' background, interests, and how their goals for the TYAC relate to the Tigard Youth Advisory Council's vision, mission, and goals. Elections shall be held at the first TYAC meeting in June of each year. A candidate running unopposed must still receive a majority vote to be elected.
- i. **President.** The President will be responsible for facilitating meetings and ensure the TYAC is working together toward its goals, mission, and vision. The President shall preside at all meetings and, in consultation with support staff, set the agendas and notify the TYAC of all meeting times and place. The President shall also be an ex-officio member of all subcommittees and shall be the sole spokesperson for the TYAC unless this responsibility is delegated to support staff. The President is responsible for creating agendas based on the current issues of the Council and topics from previous meetings.



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The President of the TYAC officer may act as an ex-officio member of the Tigard City Council. When the President is unable to attend meetings he/she may appoint another officer to attend in his/her place.

- ii. ***Vice President.*** The Vice President shall assume the duties of the President, Secretary, and Treasurer in his/her absence. S/he is responsible for ensuring that the TYAC projects and programs are assigned to the appropriate subcommittee.
 - iii. ***Secretary.*** The Secretary's duty is to take notes of the meetings and assist the President in setting the agenda. He/she is also responsible for distributing meeting agendas to members and must have good note-taking and organizational skills.
 - iv. ***Treasurer.*** The Treasurer's duty is to keep track of the Council's monetary assets. He/she reports on the Council's finances at each meeting and is in charge of fundraising.
- C. If the President should resign, the TYAC shall, at its next meeting, conduct an election and provide a replacement to fill the unexpired term.
- D. Staff liaisons are the primary contacts for City of Tigard boards and the primary interface between these bodies and the City Council, City Manager, and departments. Besides serving as a technical resource, staff liaisons are responsible for meeting logistics, member recruitment and recognition, recordkeeping, and monitoring board effectiveness.
- E. Committees: Committees are organized based on the collective interests and talents of the members of the TYAC and reflect the Council's vision, mission and goals. Committee appointments are for one year. Each committee consists of a set amount of subcommittees. Subcommittees are focused on a specific area of interest and are in charge of the Council's effort in that area.
- i. ***Selection of Committee Members:*** When applying for membership to the TYAC, applicants must select (at least) one committee to serve on. Committee members are selected by the Subcommittee Chairs who will review the applicants and select members based on interests and talents.
 - ii. ***Assembled Subcommittee Chairs*** – The subcommittee chairs of a particular committee form the committee's Assembled Subcommittee Chairs (ASC). Together they will work to organize their respective subcommittees, and make any decisions directly pertaining to their committee or specific subcommittee. They also serve as meeting coordinators.



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- iii. *Subcommittee Chairs* – Subcommittee chairs organize their respective subcommittees. They report to the Committee Chairs and Council about the projects of their respective committees. They also serve as meeting coordinators.
 - iv. *Meeting Coordinators* – The Subcommittee Chairs and Elected Officers form the Meeting Coordinators Board. The role of the Meeting Coordinator is to ensure that meeting agendas accommodate the needs of each committee and subcommittee for speaking and presentation time. The Coordinators are responsible for ensuring that subcommittees coordinate their activities when projects and programs overlap. The Meeting Coordinators are responsible for setting annual goals for the Youth Advisory Council and developing and maintaining a Strategic Plan based on input from the general Youth Advisory Council membership and outreach to the youth of the community.
- F. *Outreach Committee* – The Outreach Committee is responsible for community relations. It consists of the School and Recreation, Community Connection, and Community Boards subcommittees. The Secretary acts as the liaison to the Outreach Committee.
- i. *School and Recreation Subcommittee* - The School and Recreation Subcommittee connects the City of Tigard with local arts, athletics, academics and extracurricular programs. It is also responsible for the Councils involvement in schools, and highlighting ongoing or current news or events from these local schools for the community to see.
 - ii. *Community Connection Subcommittee* – The Community Connection Subcommittee is in charge of the Council’s communication with the community. It is responsible for maintaining the Council’s web page, newsletter column, flyers, and posters. The Community Connection Subcommittee is responsible for getting information about the events the Council is hosting out to the community.
 - iii. *Community Board Subcommittee* - The Community Board Subcommittee devotes its members to serve on the various community boards and report upcoming and current activities to the Youth Advisory Council.
- G. *Action Committee* - The Action Committee is responsible for creating and facilitating active projects such as fundraisers, events and gatherings. The Treasurer acts as the liaison to the Action Committee and handles all monetary aspects of projects.
- i. *Events Subcommittee* – The Events Subcommittee is in charge of coordinating all Youth Advisory Council events other than meetings. It is responsible for planning the events and working with the Community Connection Subcommittee to get information about the event out to the community. It also works with the Service Subcommittee for fundraisers, and the Treasurer to make sure the necessary amount of funds for an event are available.



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- ii. *Service Subcommittee* – The Service Subcommittee organizes service projects for other subcommittees and the general Council. Areas of service for the Youth Advisory Council may include but are not limited to schools, the arts, athletics, the environment and parks. The Service Subcommittee may also organize its own projects as it deems fit.

- H. *Community Based Boards and Committees* – TYAC members interested in serving on Community Boards and Committees (School Board, Tigard-Tualatin based non-profits) shall file interest applications with the Outreach Committee by the deadline set by the committee. The Outreach Committee shall select representatives based on criteria set by the specific Board or Committee.

Any TYAC members interested in positions on boards and committees of the City of Tigard shall complete an application stating why he/she thinks he/she should represent the Council on a certain board or committee and deliver a brief statement to the Council. The Council shall then vote on whom to send to be a representative. Candidates must be approved by a majority vote. If only one person is interested in being a representative on a certain board he/she must still be approved by a majority vote.

SECTION IV. APPOINTMENTS

- A. The City Council shall fill vacancies with individuals who meet the compositional requirements listed in Section II.
- B. Appointments of at-large members shall be made the City Council, with recommendations from the Mayor.

SECTION V. TERM OF OFFICE

- A. Election of Members: The term of membership to the TYAC runs from initial election to membership through graduation from the 12th grade. Members have no term limits, and may continue to serve until graduation in 12th grade. Election for membership is held in May of each year. Election for the four (4) elected officers will be held during the first week of June.
- B. Youth interested in membership shall file an application with the TYAC. Applications shall be reviewed and admission voted on by the general membership of the Tigard Youth Council. All applicants must also complete an interview process and be appointed by the Tigard City Council.



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SECTION VI. MEMBER DUTIES AND RESPONSIBILITIES

- A. Attendance: Members are expected to attend all meetings of the Youth Advisory Council and the meetings of any committees or subcommittees which they are a member. If a member needs to miss a meeting due to illness or another important event, the member is responsible to notify the President, Committee or Subcommittee Chair in advance whenever possible. Prior notice of an illness, important event, and family emergency shall constitute an excused absence. Members who have 3 unexcused absences will be removed from the Youth Advisory Council. Members are responsible to obtain notes and/or assignments from any general or committee meetings they miss.
- B. Duties:
- Each member of the Youth Advisory Council shall serve on a minimum of one committee or subcommittee.
 - Each member of the Youth Advisory Council is expected to conduct himself/herself in accordance with the following ground rules:
 - This Youth Advisory Council belongs to YOU and its success rests largely on YOU.
 - Enter into the discussion ENTHUSIASTICALLY.
 - GIVE FREELY of your experience.
 - CONFINE your comments to the issue under discussion.
 - Say what you THINK.
 - Only ONE PERSON should talk at a time (Avoid private conversations while someone else is speaking.)
 - LISTEN ALERTLY to the discussion.
 - BE PATIENT with other members.
 - APPRECIATE the other person's point of view.
 - BE PROMPT and REGULAR in attendance.
 - ASK A QUESTION when you have one.
 - Think of how you can apply and/or pass along the information.
 - Each member of the TYAC must reaffirm the TYAC Bylaws by signing a copy at the meeting in which election of Officers is held each year. New members whose membership begins mid-year must sign a copy of the Bylaws at the meeting at which they become members.
 - The TYAC Board and its members shall conduct themselves in a manner that's in keeping with applicable federal, state, and local laws pertaining to conduct and ethics and the City of Tigard Code of Conduct. Any violation of the provisions of such laws shall be grounds for removal from the Council. Regularly attend meeting and contribute constructively to discussions.



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- C. Meetings: Regular meetings of the TYAC shall be held at least monthly and more often as agreed to by a majority of the members. The meeting time and place shall be determined by consensus of the membership. Every TYAC meeting shall be open to all youth in the community and the dates of upcoming meetings shall be posted on the Council's webpage.
- i. Committee and subcommittee meetings shall be held as deemed necessary by the subcommittee and at a time and place agreed on by a majority of the subcommittee members.
 - ii. The President may call a special meeting, and the President shall call a special meeting if requested by three or more members. The call shall state the purpose of the meeting. Notice of a special meeting must be in writing and communicated to all members at least 24 hours before the meeting.
 - iii. A majority of votes of TYAC members present shall determine the official position of the Youth Advisory Council on a given issue.
 - iv. Agendas and minutes shall be posted for the public on the City of Tigard web page and in the lobby of City Hall in compliance with Oregon Public Meetings Law. All meetings shall be open to the public.

SECTION VIII. QUORUM

At any meeting of the TYAC, a quorum shall be a majority of the current members of the Youth Advisory Council. No action shall be taken in the absence of a quorum except that the meeting may continue with discussion on agenda items. Excused absent members shall be counted as present in regards to the quorum.

SECTION X. REMOVAL OF MEMBERS

The City Council may remove members, when, in its judgment the conduct of a member does not conform to the City of Tigard Code of Conduct for Boards, Commissions and Committees or based on other conduct unbecoming a representative of the City.

SECTION XII. AMENDMENTS

These bylaws are adopted by resolution of the Tigard City Council, are binding on the Youth Advisory Council, and may be amended by the City Council. Boards may propose amendments for City Council consideration.