



City of Tigard
Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL

MEETING DATE AND TIME: June 23, 2015 - 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 503-639-2419 (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: 503-639-2419 (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.



City of Tigard

Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL

MEETING DATE AND TIME: June 23, 2015 - 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

6:30 PM

- STUDY SESSION

- A. COUNCIL LIAISON REPORTS
- B. UPDATE ON THE NORTH DAKOTA STREET BRIDGE

- EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss real property transaction negotiations 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.

7:30 PM

- 1. BUSINESS MEETING
 - A. Call to Order
 - B. Roll Call
 - C. Pledge of Allegiance
 - D. Call to Council and Staff for Non-Agenda Items
- 2. CITIZEN COMMUNICATION (Two Minutes or Less, Please)
 - A. Follow-up to Previous Citizen Communication
 - B. Citizen Communication – Sign Up Sheet

3. CONSENT AGENDA: (Tigard 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: - **7:40 p.m. estimated time**
 - A. APPROVE CITY COUNCIL MINUTES:
 - May 19, 2015
 - B. APPROVE THE TIGARD SENIOR CENTER LEASE RENEWAL FROM 2015-2020
 - C. APPROVE A RESOLUTION ADOPTING UPDATED TIGARD YOUTH ADVISORY COUNCIL BYLAWS
- *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.*
4. CONSIDER APPROVING A RENEWAL OF AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR ILLEGAL DUMPING INVESTIGATION SERVICES - **7:45 p.m. estimated time**
5. NON AGENDA ITEMS
6. EXECUTIVE SESSION: The Tigard City Council will go into Executive Session to discuss exempt public records under ORS 192.660(2)(f). 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. - **8:00 p.m. estimated time**
7. ADJOURNMENT - **9:00 p.m. estimated time**

AIS-2066

A.

Business Meeting

Meeting Date: 06/23/2015

Length (in minutes): 15 Minutes

Agenda Title: Council Liaison Reports

Submitted By: Norma Alley, City Management

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council
Business
Mtg - Study
Sess.

Public Hearing: No

Publication Date:

Information

ISSUE

Council will present liaison reports.

STAFF RECOMMENDATION / ACTION REQUEST

KEY FACTS AND INFORMATION SUMMARY

OTHER ALTERNATIVES

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

No file(s) attached.

AIS-2280

B.

Business Meeting

Meeting Date: 06/23/2015

Length (in minutes): 20 Minutes

Agenda Title: Update on the North Dakota Street Bridge

Prepared For: Brian Rager, Public Works

Submitted By: Greer
Gaston,
Public
Works

Item Type: Update, Discussion, Direct Staff

Meeting Type: Council
Business
Mtg - Study
Sess.

Public Hearing: No

Publication Date:

Information

ISSUE

Council will hear an update from staff regarding temporary repairs to the bridge, as well as strategy for securing state funding for ultimate bridge replacement.

STAFF RECOMMENDATION / ACTION REQUEST

Council will be briefed on the bridge asked for direction related to securing funding for replacement of the bridge.

KEY FACTS AND INFORMATION SUMMARY

Staff provided council with a memo, dated June 4, 2015, indicating that significant traffic congestion problems have been realized since the bridge was closed on June 1. In response to that, staff is putting into motion a design/build contract to make temporary repairs to the bridge that will allow us to get normal traffic patterns returned. These temporary repairs will buy us roughly five years and will not jeopardize our abilities to secure grant funding for a full bridge replacement.

Our bridge consultant, OBEC, is providing a formal proposal for the design/build option and a contract will be executed within a week or two. Once a schedule is established for the bridge repairs, staff will share that information with council. We estimate the bridge repairs could be in place by end of July or mid-August.

With respect to the long-term view for this bridge, staff will discuss with council next steps needed to apply for Statewide Transportation Improvement Program (STIP) funding for bridge replacement. The deadline for this work is July 2015. Staff recommends the city move

forward with a bridge replacement application. OBEC has offered to fill out that application on behalf of the city, which is a tremendous help to staff, given the present heavy workload.

Staff will be prepared to provide additional information or answer questions from the council during the briefing.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

This will be the first briefing to council on this matter.

Fiscal Impact

Fiscal Information:

The estimated cost of the temporary bridge repairs is less than \$100,000. Staff will utilize existing funds from the street maintenance division operational budget. It is likely that this work will begin in the current fiscal year and will certainly continue into the first part of FY 2016.

Attachments

No file(s) attached.

AIS-2287

3. A.

Business Meeting

Meeting Date: 06/23/2015

Length (in minutes): Consent Item

Agenda Title: Approve City Council Meeting Minutes

Submitted By: Norma Alley, City Management

Item Type: Motion Requested

Meeting Type: Consent
Agenda

Public Hearing: No

Publication Date:

Information

ISSUE

Approve City Council meeting minutes.

STAFF RECOMMENDATION / ACTION REQUEST

Approve minutes as submitted.

KEY FACTS AND INFORMATION SUMMARY

Attached council minutes are submitted for City Council approval:

- May 19, 2015

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

Draft 150519 Council Minutes



City of Tigard
Tigard City Council Meeting Minutes
May 19, 2015

1. BUSINESS AND WORKSHOP MEETING

- A. Mayor Cook called the City Council meeting to order at 6:30 p.m.
- B. Deputy City Recorder Alley called the roll:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Mayor Cook	✓	
Councilor Goodhouse	✓	
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	

- C. Mayor Cook led the Pledge of Allegiance.
- D. Mayor Cook asked Council and Staff for any Non-Agenda Items. City Manager Wine advised she had a report on non-agenda items.

2. LEGISLATIVE PUBLIC HEARING ON PARKS SYSTEM DEVELOPMENT CHARGES AND FEES

- a. Open Public Hearing - Mayor Cook opened the public hearing.
- b. Staff Report

Finance and Information Services Director LaFrance reported council had before them an ordinance adopting the Parks System Development Charge (SDC) methodology. Mr. LaFrance handed out a memo outlining the changes based on discussions from the April 28, 2015 public hearing which was submitted into the record. The changes are:

- Adopted Transportation SDCs for residential development.
- Instructed staff to meet with developers regarding Parks SDC project costs.
- Instructed staff to meet with developers regarding non-residential Transportation SDCs.

Mr. LaFrance reported staff held a meeting with developers and the results were:

- There is a cost difference between the city and developers for neighborhood park development.
- Developers shared a concern there would be double SDC charges for development in River Terrace.
- Commercial developers expressed a desire for delayed implementation of the parks SDC.

Mr. LaFrance stated the revised recommendation includes staff's recommendation to segregate the River Terrace neighborhood parks SDC from other citywide parks SDCs so developers do not pay the SDCs twice, administratively done by creating two districts. Staff used the Economic Opportunity Analysis (EOA), adopted May 2011, for population projections. Mr. LaFrance presented additional written testimony which was submitted into the record. Staff recommends approval of the ordinance with the recommended amendments.

- c. Public Testimony

Mr. Jon Kloor, Home Builders Association Government Relations Representative, 15555 SW Bangy Road, Lake Oswego, expressed support for the approval of the SDC Parks methodology and thanked council for the brief postponement for further discussions between the city and developers.

TIGARD CITY COUNCIL MEETING MINUTES – MAY 19, 2015

Mr. Jim Lange, 12564 SW Main Street, Tigard, on behalf of Polygon, shared his appreciation for staff's hard work and stated he was pleased with the proposal.

Mr. Clayton Hering, 1708 SW Highland Road, Portland, Fred Fields property representative, commended staff for listening to the community. He expressed concern for high fees, which limit affordable housing, as SDCs have become an expensive component to development. Tigard is one of the top expensive communities in the metro area and makes it that much more difficult to provide affordable housing.

d. Council Questions

Council President Snider asked why staff chose to use the EOA for job growth predictions. Mr. LaFrance said in comparing the city's actual job growth to the EOA job growth projections it is staff's recommendation to stick with the EOA as the projections were done at a time when the city had updated census data making the data more balanced.

Council President Snider asked how much additional administrative burden would be placed on staff to split the two districts and if administrative costs were figured into the fee. Mr. LaFrance confirmed the administration fee of around three percent was built into the fee.

Councilor Henderson asked for clarification on the commercial costs and how it would be equitable for that development. Mr. LaFrance said the methodology looks at the current jobs, growth of jobs and the people that are in those jobs. The people in those jobs do not live in Tigard which is weighted differently as they are not going to use the resources as those that live in Tigard would. The city should account for those that live here using the recreation in Tigard. The cost of commercial costs is rising from 17.7% to 19% because we are adding a fair number of jobs.

Mayor Cook asked if the EOA was going to be used for the Non-Residential Transportation SDC methodology. Mr. LaFrance answered that if the EOA is a more valid report then staff and Council can explore that with the non-residential community.

- d. Staff Recommendation – Mr. LaFrance recommended approval of the ordinance with the recommended amendments.
- e. Close Public Hearing – Mayor Cook closed the public hearing.
- f. Council Deliberation – None
- g. Council Vote

Councilor Woodard moved for adoption of Ordinance No. 15-09 as amended. Councilor Goodhouse seconded the motion. Deputy City Recorder Alley read the number and title of the ordinance.

ORDINANCE NO. 15-09 AN ORDINANCE ADOPTING A METHODOLOGY RELATING TO THE IMPOSITION AND COLLECTION OF SYSTEM DEVELOPMENT CHARGES FOR PARKS

The motion passed unanimously.

<u>Name</u>	<u>Yes</u>	<u>No</u>
Mayor Cook	✓	
Councilor Goodhouse	✓	
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	

3. CONSIDER AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR THE SIDEWALK IN-FILL FOR THE 95TH AVENUE & NORTH DAKOTA PROJECT

Project Manager Staedter reported due to meeting some federal regulations, which is slowing the project, staff is asking council approve a one year extension in order to finish the project.

Councilor Henderson motioned to authorize the city manager to extend the Community Development Block Grant Agreement for one year with an expiration of June 30, 2016. Councilor Goodhouse seconded the motion. Motion passed by unanimous vote of the council.

<u>Name</u>	<u>Yes</u>	<u>No</u>
Mayor Cook	✓	
Councilor Goodhouse	✓	
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	

4. BRIEFING ON THE UPDATED EMERGENCY OPERATIONS PLAN

Emergency Management/Safety Coordinator Lueck presented the staff report, accompanied by a PowerPoint, stating an updated Emergency Operation Plan (EOP) will be coming before the council for approval and is before the city council tonight for staff to receive feedback and questions. Some of the updates to the EOP consist of changing sections to bring them up to current county-wide standards and updating supporting plans and documents. The next steps would be for formal council adoption, training on the new standards and exercises to put it into practice.

Councilor Henderson asked what the difference was between an EOP and a Continuity of Operations Plan (COOP). Mr. Lueck said the EOP is an operational plan and the COOP is an overarching guidance of what a city does to recover in a disaster.

Mayor Cook asked how the May 14 exercise went. Mr. Lueck explained the city staff conducts trainings of emergency preparedness and has exercises to go through the standardized countywide procedures. During the May 14 exercise small gaps in the reporting piece were identified and introduced a smart phone/iPod/iPad reporting system of real time incidences occurring in the community. This new reporting proved to be efficient for staff during the exercise.

City Manager Wine said the briefing tonight is to make the council aware of the EOP changes and seek council's approval of placing the EOP approval on a future business meeting consent agenda. Consensus by council was to have it on a consent agenda.

5. DISCUSSION OF UPCOMING CONTRACT FOR DIRKSEN PARK OAK SAVANNA PROJECT

Senior Management Analyst Barrett reported the Oak Savanna is important to our region and this project is to preserve the oaks by removing non-native grass and trees which are crowding out the oak trees. Staff is seeking use of the permissive cooperative permit, which is a typical type of solicitation the city would do to save time and costs. The project was awarded to Ash Creek Firester and the contract is scheduled to come before the council on June 9th. Staff is seeking additional information council wishes to receive and is open to any questions.

Councilor Henderson asked who was responsible for maintenance. Mr. Barrett answered the contractor will provide maintenance through 2019.

Mayor Cook asked if the project was budgeted. Mr. Barrett responded no because we have not approved a budget yet. Mayor Cook asked for clarification of the \$20,000 not in the budget. Project Manager Staedter said if the contract is approved on June 9, it will be awarded on June 15 allowing a tree fund expenditure this fiscal year to make up for the \$20,000.

Mayor Cook asked if there would be an opportunity to use volunteers in order to save money. Ms. Staedter answered the oak savanna restoration is quite technical and requires the use of pesticide and hard removal with chainsaw which usually requires work by non-volunteers. Staff will utilize volunteers for some of the trail clearing, but not in the first year because of the technicality of the work.

City Manager Wine said the briefing tonight is to make the council aware of the contract and to answer any questions or address any concerns. Staff is also seeking council's approval of placing the contract approval on a future business meeting consent agenda. Consensus by council was to have it on a consent agenda.

6. BRIEFING ON METRO COMMUNITY PLANNING AND DEVELOPMENT GRANT APPLICATION FOR THE TIGARD TRIANGLE

Project Manager Caines reported the grant application before council was for financial assistance for the Tigard Triangle. This assistance is to complete development activities for one of the sites within the triangle and rebrand the triangle so it becomes more than just a place to shop at big box retail. These refer to the City Council Goal 3 relating to development capacity in the Tigard Triangle and Strategic Plan 2 for facilitation. The city is asking for \$160,000 from Metro which requires a city match. This match is in the proposed 2015/2016 fiscal year budget. The grant application is due in June, would be awarded in August and work would begin in the fall.

Councilor Woodard asked if staff was going to use the Tigard Triangle Plan adopted in 2011-2012 to compare what was planned and what will be done. Ms. Caines responded one of the things staff plans on doing is updating the council and planning commission around August about the updates to the Tigard Triangle Plan. Councilor Woodard said the council today is different from when the plan was originally approved and it would be nice to see what was decided then to see if it lines up with today's vision.

Community Development Director Asher said staff will show a comparison of the beginning to the end so council can see exactly what is being requested. This grant is not about concept planning; rather, it is about implementation of a new code for new tools like urban renewal.

Councilor Henderson asked if writing the grant by the deadline was achievable for staff. Ms. Caines answered yes, as the city has a consultant working quickly on this and will have a draft ready for review by next week.

Ms. Caines stated she is seeking council's approval to place the grant approval on the May 26 business meeting consent agenda. Consensus by council was to have it on a consent agenda.

7. BRIEFING ON METRO COMMUNITY PLANNING AND DEVELOPMENT GRANT APPLICATION FOR DOWNTOWN

Redevelopment Project Manager Farrelly reported in addition to the triangle staff would like to submit an application for two downtown sites. We are requesting \$110,000 with a city match of \$10,000 in funds and \$50,000 in staff time. We are looking to do similar work with the grant funds as done on the Burnham site. Another aspect to this grant is to assess possible reconfigurations of the transit site if the high capacity transit comes to downtown. In 2009 the city looked at both sites and did not find anything feasible. This project may be more feasible now to receive the grant funding. Mr. Farrelly stated he is seeking council's approval of placing the grant approval on the May 26 business meeting consent agenda. Consensus by council was to have it on a consent agenda.

8. BRIEFING ON RESULTS OF THE STRATEGIC PLAN CODE AUDIT

Assistant Community Development Director McGuire reported the city hired a consultant team to audit the code to ensure it supports the strategic plan. Some areas the consultants noted needed updating were to clarifying trail locations, street standard upgrades for walkability and removal of Chapter 18.10 to place it into an engineering standards manual. The consultant team consolidated the recommendation into different categories to address future code improvement bundles as outlined in the staff report.

Mayor Cook asked between the code and the engineering manual which one would stand up best if legally challenged. Mr. McGuire answered the regulation in the zoning code says citizens must adhere to the engineering standards as in the manual and it should hold up if challenged.

Mayor Cook expressed concern with pedestrian connectivity regarding street improvements and sidewalks. If someone comes in and wants to redevelop a lot and put in five houses they are required to put in sidewalks, but these are not the same requirements if the citizen already owns the land. Then the city pays for some sidewalks which are then paid by everyone. Mr. McGuire said this is some of the inconsistency the audit found and the updates will address.

Councilor Henderson asked if the audit would lead to additional administrative rules. Mr. McGuire responded the goal is to make the code easier to use and incentivize the strategic plan's goal of walkability and connectivity.

9. DISCUSSION ON NEXT STEPS AFTER THE YMCA SURVEY

City Manager Wine reported last week the city received the YMCA survey results and the purpose of the survey was to understand the need for a YMCA. If there was support for a YMCA the city would proceed with doing something; although, the city may need to take a pause and ask where a community center falls on the priority list of projects. The city is at a juncture of asking if the city is ready to proceed with a community center operated by the YMCA. It was noted some citizen's letters had been entered into the record.

Mayor Cook said the city has a four year plan to conduct a recreation and facilities study to identify the needs for the city. This goal not only includes a community center, but includes a public works yard and police station. He expressed the desire to proceed slowly to work out details and make the community center better.

Council President Snider said if council had known about the support of this grass roots effort maybe council would have set the priorities differently. For something to be successful it has to be timed with the positive energy of the community support. He expressed concern with holding off on an election until 2016 and the ballot's success with less specificity.

Councilor Woodard said in 2012 goal setting the idea surfaced to find a way to get a recreation coordinator and facility. Now the council is presented with the YMCA as the operator. Some issues such as maintenance issues, which Sherwood experienced, can be worked out and the concern regarding tax increment in downtown will address itself because at some point cost savings will be seen and revenue will be generated. When you go out for bond you use what you get. If you put a bond measure out now, it is going to take three to four years to build and collect funds. He stated if he did not believe this was a popular initiative he would not support it or recommend taking it to a vote to let the people decide.

Council President Snider asked what is being proposed to put on the ballot. Councilor Woodard answered a bond initiative for \$30 million, averaging about \$10 a month per resident, to provide funds to construct a building and sustain maintenance. The facility would be a 60-80 thousand square foot building in the general location of downtown.

Councilor Woodard said the YMCA offers a free place for the youth to go and hang out. In addition, the YMCA would operate the facility and if the programs run in the red the YMCA absorbs that.

TIGARD CITY COUNCIL MEETING MINUTES – MAY 19, 2015

Council President Snider asked why the timing for November 2015 was so important instead of waiting until May 2016 or later. Councilor Woodard expressed concern that if the council chooses to wait the focus will be on high capacity transit and the council may not have the opportunity to get a bond approved in a five-year plan.

Councilor Henderson said when he served on the Parks and Recreation Board a Parks and Recreation Master Plan was approved and an entire chapter was dedicated to building a recreation program. The city needs help with parks and recreation and now there is an opportunity for the YMCA to show the city a way to achieve that. The council is here to follow the wishes of the citizens so the citizens should have a choice by voting on a ballot measure.

Council President Snider suggested placing a “skinny” model on the ballot with details only consisting of:

- Asking for a \$30 million bond
- Taking four to five years to build a structure
- Placement in downtown or a mile thereof
- 60-80 thousand square foot building with a pool, aerobics and fitness.

Council President Snider asked when a bond would begin to be assessed and levied if a relatively less detailed measure passed. Finance and Information Services Director LaFrance said the city does not start collecting on a bond until the bond is issued. Council President Snider asked if the city could have the authority to get the bond and then not collect. Mr. LaFrance responded he would contact the bond authorities to get clarification to that question. Mr. LaFrance shared that the better constructed a plan the better received the bond would be in the market. Ms. Wine added the more specifics that can be provided before bond issuance there is a possibility the tax payers would pay less in interest.

Councilor Snider said he would be comfortable with a November ballot if the measure was less detailed and with a less restricted location. He addressed the concern about tax increment financing from a citizen’s letter stating a community center draws people into the district which in turns increases the value of what is in the district. He shared it was hard to imagine someone operating a recreation center well besides the YMCA, but it was hard to assume they would be the operator without an agreement in place.

Mayor Cook asked what tax payers would be paying for a bond around \$30 million. Mr. LaFrance said he thought the numbers provided to Neal Brown, which were used in the YMCA’s presentation on May 12, were for a \$28 million bond in the ball park of a \$120,000 assessed value home, but he would have to get this verified. Mayor Cook noted there was a difference in the assessed value and market value of a home and asked what the average home value was in Tigard. Mr. LaFrance said the average assessed value of a home in Tigard is \$230,000 and \$300,000 may be the market value.

Councilor Goodhouse stated the survey results showed that 38 percent of the people wanted more info but did not specify what that information was. He cautioned moving too quickly, not working out those details and chancing the ballot measure not succeeding by asking for too low of a number and not being able to fund a building or asking too much and then possibly using the money to place in a savings fund, and if the citizens really want the YMCA specifically or just a recreation program operated by anyone. There might be other organizations that could run the facility that have not been approached. He suggested the city take the time to get the details right and construct a better facility and program, but would like to see something get done and not sit for five years. He inquired if the structure could cost less if an existing building was converted.

Discussion commenced on the timing of a council referral versus a citizen initiative process, the success if it were to be delayed after November 2015, and the viability of the YMCA being the operator or pursuing membership in the Tualatin Hills Park and Recreation District.

Council President Snider asked what the costs would be to hire a consultant to assist staff with what they have and the probability of getting a ballot title referred by August 14. Ms. Wine said more specificity, as it relates to securing a

TIGARD CITY COUNCIL MEETING MINUTES – MAY 19, 2015

location, would be needed before putting it before the voters. There would be a need to come to an agreement with an operator and if that was to be the YMCA, there would be steps to go through to make that happen. Staff is working on other projects, so it would be difficult for a team of folks to get to specifics for a June review, August approval and November ballot.

Mr. LaFrance advised the council that what is put in the ballot will define how funds can be spent. If the YMCA is specified as the operator than there is no other choice than to have the YMCA operate it.

Ms. Wine suggested the council not come to a decision tonight and continue looking into where this would fall in priority of other city projects, and address what will not get done. Going to bid for an operator is a helpful tool in deciding on an operator. A survey provided to a group could identify specific building needs and allow more time in order to get answers to questions raised. Discussion commenced with concerns expressed regarding specifically naming the YMCA on a ballot without an operating agreement, if the measure would be more successful in November or May due to voter turnouts, changing current project priorities or slowing down existing projects already in the works and promoting it as recreation center versus a community center. The good works the YMCA does in a community such as providing free memberships to youth and opening up the facilities to the homeless so they can shower were shared.

Consensus was met by council that a ballot measure would go before the voters on the November ballot and they will continue discussion on June 2nd.

10. CONTINUED DISCUSSION ON POSSIBLE BALLOT MEASURE ITEMS

City Manager Wine reported this is continued discussion of potential ballot measures.

Mayor Cook agreed with many of the dates on the attached matrix, but the Urban Renewal District could not go on the November ballot due to the unknown of grant funding.

Council President Snider said only the recreation and charter revisions should be scheduled for November 2015. He suggested the local option levies for parks and recreation be removed as discussions need to be held about the park utility fee instead off a levy leaving the local option levies for police, library and a community building to May 2016.

Councilor Goodhouse asked for facilities needs to be added to the matrix. Ms. Wine said a facilities needs assessment was conducted in 2009 and staff is currently putting together a Facilities Strategic Plan.

Discussions commenced on adding facilities needs to the November 2016 ballot and removing the high capacity transit funding from the matrix. Consensus was met to move the expansion of the Urban Renewal District Boundary to November 2016, removing the parks and recreation local option levy from May 2016, adding facilities needs to November 2016 and removing the high capacity transit funding from the matrix.

11. NON AGENDA ITEMS - None

12. EXECUTIVE SESSION - None.

13. ADJOURNMENT

At 9:59 p.m. Council President Snider motioned to adjourn the meeting. Councilor Goodhouse seconded the motion and all voted in favor.

<u>Name</u>	<u>Yes</u>	<u>No</u>
Mayor Cook	✓	
Councilor Goodhouse	✓	
Councilor Henderson	✓	
Council President Snider	✓	
Councilor Woodard	✓	

Norma I. Alley, Deputy City Recorder

Attest:

Mayor, City of Tigard

Date: _____

AIS-2176

3. B.

Business Meeting

Meeting Date: 06/23/2015

Length (in minutes): Consent Item

Agenda Title: Approve Tigard Senior Center Lease Renewal 2015-2020

Prepared For: Loreen Mills **Submitted By:** Loreen Mills,
City
Management

Item Type: Motion Requested **Meeting Type:** Consent
Agenda

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

Should the Council renew the Senior Center Lease with Meals on Wheels People for the next five years?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends:

- approval of a 5-year lease with Meals on Wheels People for the use of the Tigard Senior Center facilities with provision of nutrition and social service programs for older adults; and
- signature by the Mayor.

KEY FACTS AND INFORMATION SUMMARY

The Senior Center is well managed through Meals on Wheels People (formerly Loaves & Fishes) with Director Jay Gilbertson. They provide nutritional and social service programming for the area's older adults. The Center has been open in Tigard since 1982!

The Tigard Senior Center is required to be used for senior/older adult services and programming through November 2028 since it was constructed and remodeled with Community Development Block Grant (CDBG) funds. The last CDBG funding for the Center's remodel was finished in November 2008. A requirement of CDBG funding is that the facility be used for older adult services for 20 years after the improvement is made. If the City chooses to not use the building for these services, it will have to pay back the grant to the federal government.

The current lease expires June 30, 2015 and has been in place for five years. The proposed lease is for another five-year period expiring June 30, 2020.

The following changes are in the new agreement:

- Changing Lessee's name from Loaves & Fishes Center, Inc. to Meals on Wheels People. This is the same organization but a new name
- Changing references from "the elderly" to "older adults." This will help remove the stigma of the term elderly and also recognize the number of baby boomers who are regularly served by the program
- Lessee will have use of the facility one more hour a week to better reflect their true hours of operation (from 7 AM Monday through 5 PM Friday each week)
- Programming services will be held for the benefit of seniors and promote participation with seniors and their families. This reflects the need for families of seniors to receive support especially as older adults live longer and often need more assistance from their families
- Clarification that Lessee may utilize other program providers at the Center to promote the Lessee's mission
- Clarification that internet and cable services are paid for by the Lessee
- Updating references to correct titles of those managing the lease by the City and Meals on Wheels People
- Updating insurance requirements to today's standards
- Updating reasons to terminate the lease to now include either party may cancel the agreement with 90-days written notice

A copy of the lease is attached.

OTHER ALTERNATIVES

Give further direction regarding negotiation of lease terms.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

- The Tigard Comprehensive Plan states that *"the City shall ensure the Senior Center is accessible and available to serve the needs of the aging population in the community."*
- City Council's 33+ year history of supporting older adult nutritional and service programming.

DATES OF PREVIOUS CONSIDERATION

6/22/2010 - City Council approved the lease renewal for this current period (2010 - 2015).
6/09/2015 - City Council received a briefing on this proposed lease (2015-2020).

Fiscal Impact

Cost: 101,335
Budgeted (yes or no): Y
Where Budgeted (department/program): Building Maintenance

Additional Fiscal Notes:

The lease fee remains \$1.00/year. This fee is charged to meet legal requirements that necessitate an exchange of money for lease validity. Building upkeep and maintenance is the cost reflected above.

Attachments

Senior Center Lease 2015-2020



TIGARD SENIOR CENTER LEASE

THIS LEASE is made and entered into this 23rd day of June, 2015, by and between the City of Tigard, an Oregon municipal corporation, hereinafter called City, and Meals on Wheels People, a private, non-profit Oregon corporation, hereinafter called Lessee.

WITNESSETH: In consideration of the covenants, agreements and stipulations herein contained on the part of Lessee to be paid, kept and faithfully performed, City does hereby lease to Lessee and Lessee hereby leases from the City the premises, including all improvements located thereon, as is, situated in the City of Tigard, County of Washington and State of Oregon, known and described as Tigard Senior Center, 8815 SW O'Mara Street, Tigard, Oregon.

The term of this Lease shall be for a period commencing the 30 day of June, 2015 and ending at midnight on the 30th day of June, 2020 at and for a rental of \$1.00 for each year or portion thereof during the said term payable in lawful money of the United States at the Tigard City Hall, 13125 SW Hall Boulevard, City of Tigard, State of Oregon 97223, initially at signing of this lease and then some time prior to July 1st of each year.

The Lessee contracts with Washington County to provide services to senior citizens, and desires to use the Tigard facility. The City desires to locate Meals on Wheels People services in the Tigard Senior Center facility to provide services, programs and activities to Tigard-area residents. The City has determined that Lessee is qualified and capable of performing the services hereinafter required.

In consideration of the above, each party hereto does hereby covenant and agree as follows:

(1) LESSEE'S ACCEPTANCE OF LEASE

Lessee accepts said letting and agrees to pay to the order of City the rental stated above for the full term of this lease, in the manner aforesaid.

(2) USE OF PREMISES

Lessee shall use said premises for the following use and no other:

- Provision of nutrition and social service programs for older adults.

Said use may include operation of a nutrition and social service program for older adults, including, but not limited to, dining room and home-delivered meals, informational, educational, and recreational activities, information and referral, health screening, counseling, and fund-raising activities for the program, provided Lessee obtains proper land use and other approvals as may be required prior to initiating operation of said programs. Lessee may use additional nutritional and social service program providers to utilize the premises for programming consistent with Lessee's mission and the terms of this lease agreement.

Lessee and City will jointly continue to develop a method to monitor the performance of Meals on Wheels People programs and service delivery through the Tigard Senior Center. Program and service performance measurement reports are to be filed with City after the conclusion of each fiscal year and not later than October 15th. Benchmarks are as follows at the signing of this lease:

- Number of participants using nutrition programs
- Number of meals served
- Number of minorities served
- Number of volunteers and number of volunteer hours
- Number of participants using educational/recreational programming.

Lessee shall have use of the facility from Monday at 7:00 A.M. through Friday at 5:00 P.M. Lessee shall have first priority for additional use of the facility outside of the hours noted in this paragraph. Lessee's senior programming will target senior education and socialization opportunities. These groups must always be held for the benefit of seniors and promote participation with seniors and their families and be approved or sponsored by the Center's Steering Committee.

City will have the right to use and permit the use by others of the building and the equipment, dishes, utensils, pots, pans, etc. under the following terms and conditions:

- 2.1 Center Director or designated representative will schedule all use of the facility between Mondays at 8:00 AM to Fridays at 5:00 PM. The City shall assign a designated person to schedule use of the facility for all time except between Monday at 8:00 AM through Friday at 5:00 PM. Such use shall not interfere with the daily use by Lessee or the facility for the operation of a nutrition and social service program for older adult;
- 2.2 Lessee shall assure equipment, dishes, and utensils are left in a sanitary and safe condition;
- 2.3 City shall be responsible for use by such other users authorized by the City. City shall require such other users wishing to use the kitchen to meet with the Center Director or designated representative prior to use for kitchen use training. Costs incurred by Lessee resulting from other use will be reimbursed by the City;
- 2.4 City shall be responsible for the replacement of any equipment, plates, glasses, cutlery, or utensils lost or damaged by such users as the Lessee/City shall discover in its use or supervision of such other use of the facility; and
- 2.5 City shall be responsible for replacement of food, cleaning compounds, paper, and the supplies owned by Lessee and used by such other users.

Lessee will not make any unlawful, improper or offensive use of the premises; remove any portion of the structure or fixtures, nor suffer waste thereof. Lessee will not permit anything to be done upon or about said premises in any way tending to create a nuisance, be that at common law or by ordinance or by statute.

Lessee shall not store gasoline or other highly combustible materials on said premises at any time nor use said premises in such a way or for such purposes that the fire insurance rate is thereby increased or that would prevent City from taking advantage of reduced premium rates for long term fire insurance policies.

Lessee shall comply, at Lessee's own expense, with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of said premises.

Lessee shall regularly occupy and use the premises for the conduct of Lessee's business, and shall not abandon or vacate the premises for more than ten (10) days without written approval of City except when required for major structure maintenance or remodel, which would require relocation of Lessee's business for safety/health reasons.

(3) FURNISHINGS AND EQUIPMENT

In the event of termination of this agreement, all such furnishings, equipment, and decorations, which are permanently attached to the facility, shall remain in the facility in good repair, with allowance for wear and tear, occasioned by normal use. Each of the parties hereto including the City shall retain ownership of any non-fixture equipment, pots, pans, dishes, utensils, and other personal property acquired by its own funds, by funds received from grants and donations to such party for acquiring such personal property, or such personal property as may be donated to such party. Both parties will periodically update an ownership inventory of furnishings and equipment.

(4) UTILITIES/MAINTENANCE

City shall pay for all heat, light, water, sewerage and storm drainage fees, power, sanitary services, and other utilities used in the above premises during the term of this lease except for telephone, internet and cable services. Lessee will pay for all telephone utilities. City shall be responsible for janitorial and regular maintenance of the building.

Lessee will keep the kitchen clean, in such a way as to meet the standards of the Washington County Health and Human Services and the Oregon State Health Authority for daily cleanliness. Repairs, equipment maintenance, and seasonal cleaning are the responsibility of the City.

(5) TAXES

Lessee agrees to pay all taxes and assessments which during the term of the Lease may become due, become a lien or which may be levied by the state, county, city, or any other tax-levying body upon the premises. Furthermore, Lessee agrees to pay all taxes and assessments on any taxable interest obtained by Lessee through this Agreement or on any taxable possessory interest, which Lessee may have in or to the premises by reason of its occupancy. Furthermore, Lessee agrees to pay all taxes on all taxable property, real or personal, owned by it in or about the premises. Upon making such payments, Lessee shall give the City a copy of the receipts and vouchers showing payment.

Lessee understands that City property is exempt from property taxation until leased to a taxable entity. Should Lessee be a non-taxable entity, Lessee will be responsible for making application to Washington County for exempt status from property taxation. Upon being granted exempt status on the property, Lessee will file a copy of said exemption with the City.

In the event that the term of the Lease extends beyond June 30 of any year, Lessee shall be responsible for payment of all property taxes for the entire tax year without pro-ration, or, in the event of any change in property tax law, for any taxes due under such law.

(6) REPAIRS AND IMPROVEMENTS

City hereby agrees to maintain and keep said premises (including all interior and exterior doors, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers), in good order and repair during the entire term of this lease at City's own cost and expense. Lessee further agrees they will make no alteration, addition or improvements to or upon said premises without the prior written consent of the City.

The City will provide light bulbs and fluorescent tubes, toilet tissue, paper towels, toilet soap and such other supplies needed for daily operation in the restrooms and sink areas outside of the kitchen area.

City agrees to maintain the exterior walls, roof, gutters, downspouts and foundations of the building and the sidewalks thereabouts. It is understood and agreed that City reserves to itself (and to at any and all times shall have) the right to alter, repair or improve said premises, or to add thereto and for that purpose at any time may erect scaffolding and all other necessary structures about and upon the premises, and City and City's representatives, contractors and their respective employees and agents for that purpose may enter in or about the said premises with such materials as may be necessary, and Lessee waives any claim to damages resulting there from.

(7) CITY'S RIGHT OF ENTRY

It shall be lawful for City, its agents and representatives, at any reasonable time to enter into or upon the premises for the purpose of examining into the condition and use.

(8) TERMINATION OF LEASE

Failure to provide services in accordance with the contract to the satisfaction of the City, or its designee, shall result in written notification. Such notification shall be addressed to the Meals on Wheels People Center Director and Executive Director and shall delineate the inadequacies and provide specific remedies stipulating a deadline for resolution not less than 60 days from the date notification is received by the Director. Failure to remedy shall result in termination of the contract by the City.

The parties may, by mutual consent and written agreement, amend this agreement at any time with 30 days' notice.

Either party may end this agreement (any time) by providing the other party with a 90-day written notice of cancelation with notice delivery as defined in Section 23 of this agreement. The

agreement will end 90-days and all parts of the agreement will remain in force until the ending date of the cancelation notice.

(9) LIENS

Lessee will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

(10) ICE, SNOW, DEBRIS

City shall at all times keep the sidewalks in front of the premises free and clear of ice, snow, rubbish, debris and obstruction, and will not permit rubbish, debris, ice or snow to accumulate on the roof of the building so as to stop up or obstruct gutters or down spouts or cause damage to said roof.

(11) OVERLOADING OF FLOORS

Lessee will not overload the floors of said premises in such a way as to cause any undue or serious stress or strain upon the building, and City shall have the right, at any time, to call upon any competent engineer or architect whom City may choose, to decide whether or not the floors of said premises are being properly used. The decision of said engineer or architect shall be final and binding upon Lessee; and in the event that the engineer or architect decides that the stress or strain is such as to imperil said building in whole or in part, Lessee agrees to immediately relieve said stress or strain in a manner satisfactory to City.

(12) NO USE OF HAZARDOUS SUBSTANCES

No handling, storage, generation, creation, disposal, transportation or discharge of any Hazardous Substances shall be permitted on or about the premises by Lessee, its employees, agents, customers or contractors. This restriction does not apply to ordinary office and janitorial supplies available over the counter for common use by members of the general public. Nor shall this prohibition apply to substances fully contained inside of motor vehicles if they are used in accordance with all applicable legal requirements. As used in this section, "Hazardous Substances" shall mean any substance, material or product defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes by any federal, state or local regulatory agency.

(13) SIGNS

Lessee may alter the existing free-standing sign structure upon receipt of a sign permit from the City of Tigard, but shall not, without prior written consent of the City, use the outside walls of said premises, or allow signs or devices of any kind to be attached thereto or suspended there from.

(14) FIXTURES

All partitions, plumbing, electrical wiring, additions to or improvements upon said leased premises, whether installed by City or Lessee, shall be and become a part of the building as soon as installed and the property of City unless otherwise herein provided.

(15) LIGHT AND AIR

This lease does not grant any rights of access to light and air over the property.

(16) DAMAGE BY FIRE OR OTHER CASUALTY

In the event of any damage to the property by fire or other casualty, either party hereto may terminate this lease as of the date of said fire or casualty.

(17) GRIEVANCES

The resolution of any grievances between the parties shall first be attempted between the City Central Services Director and Meals on Wheels People Center Director. Grievance resolution second step will be between the City Manager, or designee, and Meals on Wheels People Executive Director or designee.

(18) INDEMNIFICATION

Lessee agrees to fully indemnify, hold harmless and defend the City, its City Council, officers and employees from and against all losses, expenses, claims, damages, judgments or other costs or expenses and actions (including all expenses incidental to the investigation and defense thereof at both trial and appeal level, whether or not a trial or appeal ever takes place) of any kind or nature including, but not limited to, claims or actions based upon or arising out of damages or injuries to third persons or their property, proximately caused (or allegedly caused) through the fault of Lessee, its employees or agents in the use and/or occupancy of the premises except for liability arising out of the negligence of the City and its employees. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

The City shall give Lessee prompt and reasonable notice of any such claims or actions known to the City, and Lessee shall have the obligation to investigate, compromise and defend same, provided such claim is not caused by the negligence of the City, its employees or agents.

In the event that there is any bodily injury at, or property damage to, any portion of the premises caused by Lessee or any third party, Lessee shall immediately notify the City's Risk Management representative and cooperate in the City's investigation of said incident. Lessee shall make all reports or documents concerning the incident, whether in their possession or the possession of their insurance carrier available to the City and cooperate with the City in investigating, compromising or litigating the claim against those parties.

For any property damage done to or caused by the fault of Lessee, Lessee shall be given the option of repairing the damage or having the City repair the damage at Lessee's expense. The City shall give written notification to Lessee of any damage requiring repair and give Lessee thirty (30) days to commence repair. If within that period, or such other period as may be mutually agreed upon, no effort has been made to effect repairs, then the repairs will be performed by the City and billed to Lessee.

For damage done to or at the property or premises by third parties for which Lessee is not responsible, the City shall bear the initial cost of investigating, compromising or litigating the claim, but may recover such costs if otherwise permitted by law or this Agreement.

(19) INSURANCE REQUIREMENT

Insurance requirements set forth below do not in any way limit the amount or scope of liability of Lessee under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage the City will accept to help insure full performance of all terms and conditions of this Agreement. All insurance required by Lessee under this Agreement shall meet the following minimum requirements:

- (19.1) Certificates: Notice of Cancellation. On or before the Effective Date, Lessee shall provide the City with certificates of insurance establishing the existence of all insurance policies required under this Section. Thereafter, the City must receive notice of the expiration or renewal of any policy prior to the expiration or cancellation of any insurance policy. No insurance policy may be canceled, revised, terminated or allowed to lapse without prior written notice being given to the City. Insurance must be maintained without any lapse in coverage during the entire initial Term and any extension thereof. Insurance canceled without City consent shall be deemed an immediate Event of Default under this Agreement. The City shall also be given certified copies of Lessee's policies of insurance, upon request.
- (19.2) Additional Insured. The City, its officers, employees, agents and volunteers shall be named as an additional insured in each required policy, other than Workers' Compensation, and, for purposes of damage to the Premises, as a loss payee. Such insurance shall not be invalidated by any act, neglect or breach of contract by Lessee.
- (19.3) Primary Coverage. The required policies shall provide that the coverage is primary, and will not seek any contribution from any insurance or carried by the City.
- (19.4) Company Ratings. All policies of insurance other than Workers' Compensation must be written by companies having an A.M. Best rating of "A-VII" or better, or equivalent. The City may, upon thirty (30) days written notice to Lessee, require Lessee to change any carrier whose rating drops below an A-VII rating. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

(19.5) Required Insurance. At all times during this Agreement, Lessee shall provide and maintain the following types of coverage:

19.5.1 General Liability Insurance. Lessee shall maintain an occurrence form commercial general liability policy, personal injury liability, for the protection of Lessee and the City, insuring Lessee and the City against liability for damages because of personal injury, bodily injury, death, or damage to property (including the loss of use thereto and occurring on or in any way related to the premises or occasioned by reason of the operations of Lessee. Such coverage shall name the City as an additional insured. Coverage shall be in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage for all coverage specified herein. The required two million dollars of coverage can be provided on a primary coverage bases or on a primary/excess combination bases. City will also provide the same coverage, naming Lessee as an additional insured.

19.5.2 Fire Legal Liability Insurance. The City shall insure the building space and all improvements affixed thereto considered to be part of premises, being managed by Lessee. Lessee is responsible to insure all of its own personal property, which items shall not be covered by City insurance. Furthermore, Lessee must at all times carry Fire Legal Liability insurance coverage in an amount not less than One Million Dollars (\$1,000,000). Such coverage shall name the City as an additional insured.

19.5.3 Workers' Compensation Insurance. Lessee shall maintain in force Workers' Compensation insurance for all of its employees. In lieu of such insurance, Lessee may maintain a self-insurance program meeting the requirements of the State of Oregon. Coverage shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

19.5.4 Commercial Automobile Insurance. Lessee shall maintain in force Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles on an "occurrence" form. The Combined Single Limit per occurrence shall not be less than \$2,000,000. The required two million dollars of coverage can be provided on a primary coverage bases or on a primary/excess combination bases.

(19.6) Periodic Review. The City shall have the right to periodically review the types, limits and terms of insurance coverage. In the event the City determines that such types, limits, and/or terms should be changed, the City will give Lessee a minimum of thirty (30) days notice of such determination and Lessee shall modify its coverage to comply with the new insurance requirements of the City. Lessee shall also provide the City with proof of such compliance by giving the City an updated certificate of insurance within fifteen (15) days of compliance.

(19.7) Subrogation. Except as limited by this subsection, the parties hereto waive any right of action that they might have against the other for loss or damage, to the extent that such loss or damage is covered by any insurance policy or policies and to the extent that proceeds (which proceeds are free and clear of any interest of third parties) are received by the parties claiming the loss or damage. This waiver of subrogation shall not extend to any applicable deductibles under such policy or policies.

(20) DELIVERING UP PREMISES ON TERMINATION

At the expiration of said term or upon any sooner termination, Lessee will quit and deliver up said leased premises and all future erections or additions to or upon the same to City or those having City's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted, as the same are now in or hereafter may be put in by City.

(21) BREACH OF LEASE TERMS

If Lessee fails to keep, perform or observe any of the terms and/or conditions imposed on it by this Lease for a period of thirty (30) or more days after written notice of said failure by the City, or Lessee fails to surrender possession of the premises at the Lease's conclusion, then, and in either event the City may terminate the Lease at any time thereafter without further notice or demand on Lessee, enter the premises and lawfully repossess it, expel Lessee (as well as any others claiming through Lessee) and remove/store Lessee's effects (all at Lessee's expense) without prejudice to any other remedy, action or suit which the City may be entitled to for arrearage, damages to the property or its interests and/or breach of this lease.

PROVIDED, ALWAYS, and these presents are upon these conditions, that (1) if Lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Lessee's part to be done, kept, performed and observed and such default shall continue for thirty (30) days or more after written notice of such failure or neglect shall be given to Lessee, or (2) if on the expiration of this lease Lessee fails to surrender possession of said leased premises, then and in either or any of said cases or events, City may terminate this lease and at time thereafter, without further demand or notice, may enter said premises and repossess the same, and expel said Lessee and those claiming by, through and under Lessee and remove Lessee's effects at Lessee's expense, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

Neither the termination of this lease by forfeiture nor the taking or recovery of possession of the premises shall deprive City of any other action, right, or remedy against Lessee for possession or damages, nor shall any omission by City to enforce any forfeiture, right or remedy to which City may be entitled be deemed a waiver by City of the right to enforce the performance of all terms and conditions of this lease by Lessee.

(22) HOLDING OVER

In the event Lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy from month to month which may be terminated at will at any time by City.

(23) NOTICES

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the U.S. Registered Mails with postage fully prepaid, and if intended for City herein then if addressed to said Lessor, in care of the Central Services Director, at Tigard City Hall, 13125 SW Hall, Tigard, Oregon 97223 and if intended for Lessee then is addressed to Lessee, in care of the Center Director, at 8815 SW O'Mara Street, Tigard, Oregon 97223. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight (48) hours after the deposit thereof in said U. S. Registered Mails.

(24) HEIRS AND ASSIGNS

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and, so far as this lease is assignable by the term hereof, to the assigns of such parties.

(25) ASSIGNMENT

No part of this Agreement may be assigned, nor may a right of use to any portion of the premises or property be conferred on any third person by any other means, without the prior written consent of City. Any assignment or attempted assignment without the City's prior written consent shall be void.

(26) CONDEMNATION

If the premises or any interest therein is taken as a result of the exercise of the right of eminent domain, this Agreement shall terminate as to such portion as may be taken.

(27) NON-WAIVER

Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

(28) ADHERENCE TO LAW

Lessee shall adhere to all applicable federal, state and local laws, rules, regulations and ordinances, including laws governing its relationship with its employees, including but not limited to, laws, rules, regulations and policies concerning Workers' Compensation, minimum and prevailing wage requirements and occupational safety and health requirements.

(29) TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

(30) WARRANTIES/GUARANTEES

Except for those warranties specifically set forth herein, the City makes no warranty, guarantee or averment of any nature whatsoever concerning the physical condition of premises, and it is agreed that the City will not be responsible for any loss, damage or costs, which may be incurred by Lessee by reason of any such physical condition.

(31) HEADINGS

The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

(32) CONSENT OF CITY

Whenever consent approval or direction by the City is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the City Manager or designee.

(33) MODIFICATION

Any modification of this Agreement shall be mutually agreed upon and reduced to writing, and to the extent it does not affect a major business term of the Agreement, may be done for the City, by its City Manager or designee.

(34) GOOD FAITH

The terms and conditions set forth in this Agreement are for the benefit of both parties. The parties further agree and understand that time is of the essence. In the performance of the duties and obligations set forth herein, there is an obligation and duty of reasonable diligence and good faith imposed on the parties to fulfill the terms, conditions and covenants in this Agreement.

(35) ATTORNEY FEES

In the event of a dispute between the parties as to the interpretation or applicability of any of the provisions of the Agreement and the parties are unable to resolve the matters through mediation within thirty (30) days of notice of the dispute, and thereafter a suit or action is instituted in connection therewith, the prevailing party shall be entitled to recover in addition to costs and disbursements (including experts fees and all costs associated with discovery), such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal, such fees as may be as allowed by the appellate court. Washington County District Court shall be the venue for an action or suit concerning the terms of this Agreement.

(36) ENTIRE AGREEMENT

It is understood and agreed that this instrument contains the entire Agreement between the parties. It is further understood and agreed by Lessee that the City and its agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth.

(37) WARRANT OF AUTHORITY

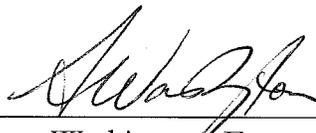
The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written, any corporation signature being by authority of its Board of Directors or Council.

CITY: CITY OF TIGARD

LESSEE: MEALS ON WHEELS PEOPLE

By: _____
John L. Cook, Mayor

By:  _____
Suzanne Washington, Executive Director

AIS-2271

3. C.

Business Meeting

Meeting Date: 06/23/2015

Length (in minutes): Consent Item

Agenda Title: Adopt Updated TYAC Bylaws

Prepared For: Joanne Bengtson, City Management

Submitted By: Joanne Bengtson, City Management

Item Type: Receive and File

Meeting Type: Consent
Agenda

Public Hearing: No

Publication Date:

Information

ISSUE

Should Council accept updated bylaws from the Tigard Youth Advisory Council (TYAC)?

STAFF RECOMMENDATION / ACTION REQUEST

Adopt the updated bylaws governing the TYAC.

KEY FACTS AND INFORMATION SUMMARY

After a year of renewed activity, youth members of the Tigard Youth Advisory Council have made suggested modifications to their governing bylaws that better suit the roles and responsibilities they would like to guide membership and operations of the TYAC.

OTHER ALTERNATIVES

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

DATES OF PREVIOUS COUNCIL CONSIDERATION

The TYAC was reconvened in June 2014 by a group of Tigard High School students and official bylaws were adopted by City Council on October 14, 2014.

Attachments

Clean copy of amended TYAC bylaws

Redline changes of TYAC bylaws

Resolution to adopt amended TYAC bylaws



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.



CITY OF TIGARD
TIGARD YOUTH ADVISORY COUNCIL BY-LAWS

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 meeting at the end of the school 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.
- B. **Duties of Elected Officers:** Each candidate for elected office 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. 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.



CITY OF TIGARD
TIGARD YOUTH ADVISORY COUNCIL BY-LAWS

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/Treasurer.* 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. 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.
 - 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. *Technology Officer.* This officer is responsible for and in charge of the Council's communication with the community. The Technology Officer is responsible for maintaining the Council's web page, newsletter column, flyers and posters.
 - v. *Marketing Officer.* This officer is in charge of Council's involvement in schools, and highlighting ongoing or current news or events from local schools for the community to see. He/She is responsible for working with the Council to get information about events the Council is hosting out to the community.
- 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.

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.



CITY OF TIGARD
TIGARD YOUTH ADVISORY COUNCIL BY-LAWS

SECTION V. TERM OF OFFICE

- A. Election of Members: Election for membership is held in May of each year. Election for the five (5) elected officers will be held at the end of the school year.
- 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.

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 three (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.



CITY OF TIGARD
TIGARD YOUTH ADVISORY COUNCIL BY-LAWS

- 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.
- 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



CITY OF TIGARD
TIGARD YOUTH ADVISORY COUNCIL BY-LAWS

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.



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.



CITY OF TIGARD
TIGARD YOUTH ADVISORY COUNCIL BY-LAWS

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 meeting at the end of the school year, 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.

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- 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.

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- 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.



CITY OF TIGARD
TIGARD YOUTH ADVISORY COUNCIL BY-LAWS

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/Treasurer.* 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. 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.
- 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. *Technology Officer.* This officer is responsible for and in charge of the Council's communication with the community. The Technology Officer is responsible for maintaining the Council's web page, newsletter column, flyers and posters
- iii.v. *Marketing Officer.* This officer is in charge of Council's involvement in schools, and highlighting ongoing or current news or events from local schools for the community to see. He/She is responsible for working with the Council to get information about events the Council is hosting out to the community.
- iv.vi. ~~*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.~~

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- 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.

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- ~~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~~



CITY OF TIGARD
TIGARD YOUTH ADVISORY COUNCIL BY-LAWS

~~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.~~

~~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.~~

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~~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.~~

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~~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 Council's 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.~~



CITY OF TIGARD
TIGARD YOUTH ADVISORY COUNCIL BY-LAWS

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.

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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.

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

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CITY OF TIGARD
TIGARD YOUTH ADVISORY COUNCIL BY-LAWS

each year. Election for the ~~four (4)~~ ~~five (5)~~ elected officers will be held ~~at the end of the school year.~~ ~~during the first week of June.~~

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~~B.~~ 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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CITY OF TIGARD
TIGARD YOUTH ADVISORY COUNCIL BY-LAWS

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 three (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.
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 - 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.



CITY OF TIGARD
TIGARD YOUTH ADVISORY COUNCIL BY-LAWS

- 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.

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 15-

A RESOLUTION ADOPTING AMENDED BYLAWS OF THE TIGARD YOUTH ADVISORY COUNCIL, SUPERSEDING BYLAWS ADOPTED IN RESOLUTION NO. 14-45.

WHEREAS, the Tigard Youth Advisory Council (TYAC) has completed a full year of active membership; and

WHEREAS, an important step in establishing the efficient and effective work of the Tigard Youth Advisory Council is the development of bylaws, which serve as a guide for its operation; and

WHEREAS, at the June 2, 2015 Tigard Youth Advisory Council meeting, members discussed and drafted recommendations to update their bylaws for the City Council's adoption. The amended bylaws supersede those adopted on October 12, 2014 and provide Youth Advisory Council membership with bylaws that will help them create a sustainable organization for future youth council members; and

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

SECTION 1: Bylaws 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 _____ 2015.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

RESOLUTION NO. 15-

AIS-2274

4.

Business Meeting

Meeting Date: 06/23/2015

Length (in minutes): 10 Minutes

Agenda Title: Metro - Tigard Illegal Dumping Investigation IGA renewal

Prepared For: Alan Orr

Submitted By: Lisa Shaw,
Police

Item Type: Motion Requested

Meeting Type: Council
Business
Meeting -
Main

Public Hearing No

Newspaper Legal Ad Required?:

Public Hearing Publication

Date in Newspaper:

Information

ISSUE

To renew Tigard's intergovernmental agency agreement with Metro and to authorize the City Manager to sign the agreement on behalf of the City.

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends renewal of the Metro IGA.

KEY FACTS AND INFORMATION SUMMARY

This is a renewal IGA that will maintain the current level of sworn officers assigned to Metro's Regional Illegal Dumping (RID) Patrol from the Tigard Police Department: one (1.0) police detective. The agreement period will begin on July 1, 2015 and will terminate on June 30, 2016.

As in prior agreements, our detective assigned to Metro will enforce the Metro code and regulations, including provisions related to flow control investigation, illegal dumping investigation and solid waste management throughout the region.

OTHER ALTERNATIVES

There are no alternate funding sources available to support the existing Tigard staff assigned to the RID Patrol at Metro if the renewal is not approved.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

N/A

DATES OF PREVIOUS CONSIDERATION

The current FY 2014-15 Metro IGA was originally approved in June 2014 and amended in January 2015.

Fiscal Impact

Cost: \$154,441
Budgeted (yes or no): yes
Where Budgeted (department/program): 100-0000-44501

Additional Fiscal Notes:

Metro will reimburse the City of Tigard on a monthly basis based on actual expenditures of our detective including salaries, benefits, overtime and a 10% administrative fee. The FY 2015-16 total reimbursements to Tigard is estimated to be \$154,441.

Attachments

Memo to Council

Metro IGA



City of Tigard Memorandum

To: Honorable Mayor and City Councilors
From: Alan Orr, Chief of Police *AO 6.2.15*
Re: Metro – Tigard FY 2015-16 Intergovernmental Agreement (renewal)
Date: June 2, 2015

The purpose of this memo is to inform Council of the upcoming intergovernmental agreement (IGA) renewal between the City of Tigard, and Metro and to request Council to authorize the City Manager to sign the agreement on behalf of the City. Staff plans to bring this forward on June 23rd.

Overview

This is a renewal IGA that will maintain the current level of sworn officers assigned to Metro's Regional Illegal Dumping Patrol from the Tigard Police Department: one (1.0) police detective. The agreement period will begin on July 1, 2015 and will terminate on June 30, 2016.

As in prior agreements, our detective assigned to Metro will enforce the Metro code and regulations, including provisions related to flow control investigation, illegal dumping investigation and solid waste management throughout the region.

Costs

Metro will reimburse the City of Tigard on a monthly basis based on actual expenditures of our detective including salaries, benefits, overtime and a 10% administrative fee. The FY 2015-16 total reimbursements to Tigard is estimated to be \$154,441.

Timeframe

Metro has requested that we return the IGA to them signed by the end of June so that we may have a fully executed IGA by the first week of July.

If I may provide any additional information or answer any questions about this renewal, please let me know.

INTERGOVERNMENTAL AGREEMENT

TIGARD Contract No. _____

METRO Contract No. 933506

This Intergovernmental Agreement (“Agreement”) is made under the authority found in ORS 190.010, et seq., and ORS 206.345 between the City of Tigard (“TIGARD”) and METRO.

RECITALS

WHEREAS, TIGARD is an Oregon municipal corporation and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, METRO is an Oregon municipal corporation formed and operating under state law and the Metro Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq.; and

WHEREAS, METRO desires to contract with TIGARD for the performance of certain law enforcement functions to be performed by TIGARD; and

WHEREAS, TIGARD is able and prepared to provide the services required by METRO under the terms and conditions set forth in this Agreement; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

1. **TERM** The term of this Agreement shall be from July 1, 2015, through June 30, 2016, unless extended.
2. **TERMINATION** This Agreement may be terminated as follows:
 - a. Any party to this Agreement may terminate this Agreement for its convenience and without penalty upon thirty (30) days written notice of its intention to terminate.
 - b. If METRO is unable to appropriate sufficient funds to pay TIGARD for its services under this Agreement, METRO must notify TIGARD and the Agreement shall terminate as of the end of the last fiscal year for which such appropriations are available.
 - c. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend and indemnify any other jurisdictions.



INTERGOVERNMENTAL AGREEMENT

3. INDEMNIFICATION AND LIABILITY

- a. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, TIGARD shall indemnify, defend and hold harmless METRO from and against all liability, loss, and costs arising out of or resulting from the acts of TIGARD, its officers, employees, and agents in the performance of this Agreement.
- b. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, METRO shall indemnify, defend, and hold harmless TIGARD from and against all liability, loss, and costs arising out of or resulting from the acts of METRO, its officers, employees, and agents in the performance of this Agreement.

4. **ADHERENCE TO LAW** Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.

5. **ACCESS TO RECORDS** Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.

6. **ENTIRE AGREEMENT** This Agreement and Exhibit A constitute the entire agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

7. **SEVERABILITY** The parties agree that, if any term of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.

8. **NOTICES** The parties must send any notices, bills, invoices, reports, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below:

Tigard
 Marty Wine
 City Manager
 13125 SW Hall Blvd
 Tigard, OR 97223

Metro
 Roy W. Brower
 Solid Waste Compliance & Cleanup Manager
 600 NE Grand Avenue
 Portland, OR 97232

INVESTIGATION:

9. TIGARD shall provide one TIGARD police officer (“Officer”) for general investigative law enforcement service to METRO at METRO’s direction. This service shall



INTERGOVERNMENTAL AGREEMENT

include:

- (a) Enforcement of the METRO code and regulations, including without limitation provisions related to flow control investigation, illegal dumping investigation and solid waste management;
 - (b) Random and directed surveillance of persons collecting, transporting, storing, treating, and disposing of solid and liquid waste to ensure such persons are complying with the METRO code and regulations;
 - (c) Assistance with investigation, case preparation, and prosecution in cases involving offenses (including without limitation fraud, racketeering, and material breach of contract) allegedly committed by vendors, contractors, or subcontractors doing business with METRO or by facilities, firms or individuals subject to METRO ordinances and regulations;
 - (d) Investigations of suspected violations of environmental laws, rules, and ordinances; and
 - (e) Other general investigative work as requested by METRO.
10. During the existence of this Agreement, the Officer shall exercise such authority as may be vested by law or by terms of this Agreement, including full power and authority to cite, arrest, and take other enforcement action for violations of all METRO code provisions and regulations, including without limitation those relating to flow control, illegal dumping, and solid waste management.

PERSONNEL MATTERS:

- 11. TIGARD shall provide for the performance of the duties hereunder one FTE officer position. For the purpose of this Agreement, one FTE position means an employee who is regularly scheduled to work at least 40 hours per week performing the services required under this Agreement.
- 12. TIGARD shall be responsible for assuring that Officer assigned to METRO are certified by the State's Department of Public Safety Standards and Training and that the Officers maintain such certification.
- 13. For an Officer who has been assigned to METRO for one (1) year or longer, METRO shall pay one-half (1/2) of personnel costs for absences due to general law enforcement training. METRO shall not pay personnel costs for absences due to specialized law enforcement training that does not relate directly to the services provided under the terms of this Agreement.
- 14. The Officer shall be and remain employees of TIGARD. TIGARD shall ensure that the Officer performs their duties in accordance with the administrative and operational procedures of TIGARD.



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15. METRO has the right, upon request and for cause stated, to have an Officer promptly removed from assignment under this Agreement and replaced within three weeks by another Officer meeting the requirements of this Agreement.
16. METRO will not pay wages, salaries, or other compensation directly to the Officer performing services under this Agreement or for any other liability not provided for in this Agreement.
17. TIGARD shall maintain Workers' Compensation insurance coverage for the Officer, either as a carrier insured employer or a self-insured employer as provided in ORS Chapter 656.
18. The collective bargaining agreement between the Officer and TIGARD ("collective bargaining agreement") governs all matters related to benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment of the Officer.
19. The collective bargaining agreement and the TIGARD personnel rules govern all labor disputes arising out of this Agreement.
20. The Officer shall work 40-hours per week and may be assigned by Metro to either five eight-hour shifts or four ten-hour shifts, based on Metro's needs.
21. The Officer may be absent from duty for various reasons, including but not limited to vacation, holidays, illness, training, leave of absence, and administrative leave in accordance with the foregoing acknowledgment:
 - (a) TIGARD will not be responsible or otherwise obligated to replace an Officer who is absent due to paid accrued leave, including without limitation vacation, holiday, sick, and training leave. TIGARD will make a good faith effort to schedule planned absences to minimize the impact on its ability to perform under this Agreement and to provide a replacement in the event that an absence is anticipated to last longer than three weeks.
 - (b) TIGARD may invoice METRO, and METRO shall pay up to a total combined annual contract year (July 1- June 30) maximum of 192 hours of the personnel costs, not to exceed the contract costs listed in Exhibit A, of an Officer absent on vacation, holiday, leave of absence, bereavement, personal holiday, sick, or administrative leave, only if the Officer has been assigned to METRO for six months or longer. For absences due to general law enforcement training, refer to paragraph 13. Unless otherwise directed by METRO, the Officer assigned to METRO shall not work when METRO's offices are closed, including during the following nine (9) holidays:



INTERGOVERNMENTAL AGREEMENT

- (1) New Years Day;
- (2) Martin Luther King Day;
- (3) Presidents' Day;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Veterans Day;
- (8) Thanksgiving Day; and
- (9) Christmas Day.

OFFICE SPACE:

22. METRO shall provide the Officer with office space and shall pay the costs for utilities including without limitation telephone costs, at METRO's premises or at a site mutually agreed upon by TIGARD and METRO.

EQUIPMENT PURCHASE, USE AND DISPOSITION

23. The parties will purchase materials and supplies necessary for this Agreement as provided in this section. "Materials" includes items with a unit cost of \$1,000 or more, and "supplies" includes items with a unit cost of less than \$1,000.
24. METRO shall purchase all materials and supplies necessary for the performance of this Agreement.
25. METRO shall own all vehicles and equipment it purchases for this Agreement, including without limitation capital equipment. TIGARD shall use METRO's vehicles and equipment only to perform its duties under this Agreement and shall not use them for any other purpose without authorization from METRO. METRO shall pay fuel and maintenance costs for its vehicles. Except as provided in paragraph 26, upon termination of this Agreement, TIGARD shall return all materials and supplies to METRO.
26. Consistent with Metro Code Chapter 2.04.064, upon termination of this Agreement METRO may grant to TIGARD an option to purchase from METRO any or all remaining materials and supplies purchased for this Agreement at a price mutually agreed upon by the parties, not to exceed the fair market value of the items at the times of purchase. TIGARD agrees to give METRO notice of TIGARD's intent to exercise this option within SIXTY (60) days following termination of this Agreement.



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USE OF METRO-OWNED VEHICLES:

27. Only the Officer assigned to Metro under this agreement shall operate Metro-assigned vehicles. The Officer may drive their assigned Metro vehicles to their residences at the end of each working day. A take-home vehicle will not be assigned to the Officer that resides more than 20 road miles (rounded to the nearest mile) beyond the Metro boundary.
28. Metro vehicles assigned to the Officer shall only be used for Metro-related business unless urgent or emergency circumstances necessitate the use of such vehicles for non-Metro related law enforcement activities, or unless another use is requested by TIGARD and approved by Metro. In such cases, the TIGARD shall assume liability for damage incurred to any Metro vehicles while being used by the Officer for non-Metro purposes. Metro vehicles shall not be used for personal use or for off-hours Metro use without prior approval by Metro.
29. The carrying of any passenger that is not a Metro employee, TIGARD Police Officer, or Multnomah County Sheriff's Deputy must be approved in advance by Metro. Officers that are in the field on Metro business during meal or break times may use their assigned vehicles to drive to a restaurant, convenience store, or similar stop, provided that it is within a reasonable distance of their business route.
30. All traffic laws shall be adhered to when operating Metro vehicles. Whenever practical, the Officer should pull over and park in a safe place before using non-hands free cell phones, cameras, or engaging in any task that might distract from driving.
31. Vehicles must be locked when not attended. The Officer is to follow TIGARD's policy on leaving firearms in a vehicle. When an Officer is on leave for more than one week, the vehicle shall be stored either at Metro headquarters or in a locked garage at the Officer's residence. Each Officer shall be responsible for the cleanliness of his/her assigned vehicle. Vehicles shall be fueled, washed, and taken in for scheduled maintenance by Officers during regular work hours but at Metro's expense.
32. The only exception to the personal use procedures and passenger prohibition described in this section is when there is a serious emergency. In such a situation, the Officer shall notify Metro of the use of the vehicle as soon as possible after the emergency has been addressed.

CONTRACT COSTS:

33. METRO shall pay TIGARD for all costs as set forth in this Agreement. By March 1 of each year, TIGARD shall provide METRO with a good faith projection of the cost of



INTERGOVERNMENTAL AGREEMENT

this Agreement for the following fiscal year (July 1 to June 30). The parties shall agree on the amount paid by METRO for the term of the Agreement before each anniversary date of the execution of this Agreement.

34. For the Agreement beginning July 1, 2015, METRO will pay TIGARD no more than ONE HUNDRED FIFTY-FOUR THOUSAND, FOUR HUNDRED FORTY-ONE AND NO/100 DOLLARS (\$154,441.00), unless additional services are requested or directed by METRO. This amount includes all fees, costs, and expenses to which TIGARD is entitled for the term of this Agreement.
35. All costs listed on Exhibit A, which is the Budget for this Agreement prepared by METRO, are on a “not to exceed” basis. TIGARD shall submit itemized billings to METRO no more than 15 days after the end of each quarter of the contract year, and METRO shall make payment to TIGARD within 30 days of receipt of approved billings.

DISPUTE RESOLUTION:

36. If a claim, controversy, or dispute arises out of this Agreement, the complaining party shall attempt to resolve amicably by phone or in person. If unable to resolve, the party shall give written notification to the other party of the nature of the claim and the remedy requested within 10 days of the incident that forms the basis of the dispute or when oral discussions are not productive.
37. Oregon law shall govern this Agreement. The parties shall resolve all claims, controversies, or disputes that arise out of this Agreement by arbitration in accordance with the arbitration rules of the Arbitration Service of Portland or the American Arbitration Association. The party who first initiates arbitration shall designate an arbitration service by filing a claim in accordance with the rules of the organization selected. Such arbitration shall take place in Portland, Oregon, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

CONTRACT ADMINISTRATION:

38. The designated representative of the City of Tigard will represent TIGARD in all matters pertaining to administration of this Agreement.
39. METRO designates its Solid Waste Compliance & Cleanup Manager or the Manager’s designee to represent METRO in all matters pertaining to administration of this Agreement.



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CONTRACT MODIFICATION AND THIRD PARTY RIGHTS:

- 40. This Agreement may be amended by agreement of the parties. Any amendment to this Agreement shall be effective only when incorporated herein by written amendments and signed by both METRO and TIGARD.
- 41. This Agreement shall not be deemed to vest in any third party any rights, nor shall it be deemed to be enforceable by any third party in any legal, equitable, or administrative proceeding whatsoever.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date written below.

CITY OF TIGARD

METRO

By: _____
 Marty Wine
 City Manager

By: _____
 Martha Bennett
 Chief Operating Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:
 Metro Attorney

By: _____

By: _____
 Michelle Bellia
 Senior Metro Attorney

Date: _____

Date: _____



INTERGOVERNMENTAL AGREEMENT

Exhibit A
Metro Regional Solid Waste Management
FY 2015-16

Personnel Services

Officer (1):

Wages	\$86,264
Benefits	53,197

Total Personnel Services	<u>\$139,461</u>
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Clothing Allowance	\$600
Equipment Allowance	100
Communications (Phones)	240

Total Materials & Services	<u>\$940</u>
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Administrative Fee	<u>\$14,040</u>
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Total Budget	<u><u>\$154,441</u></u>
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