

Cornelius

Oregon's Family Town



CITY COUNCIL MEETING AGENDA

Tuesday September 3, 2024

Cornelius City Council Chamber
1355 N Barlow St, Cornelius, Oregon 97113

[TVCTV Live Stream](#)

[Zoom Webinar](#) | Meeting ID: 834 7940 8874 | Passcode: 215546

1. Work Session 6:00 PM

A. Low Income Utility Bill Relief Program

2. Regular Session – 7:00 PM

Call to Order – Pledge of Allegiance and Roll Call

3. Consent Agenda

The items on the Consent Agenda are considered and adopted by one motion unless a Council Member or community member requests that an item be considered separately before a vote of the Consent items. The Mayor shall decide when an item is removed from Consent for discussion.

A. City Council Meeting Minutes, July 1, 2024

B. City Council Meeting Minutes, August 5, 2024

4. Public Comment

Comments are limited to three minutes.

Speaking in Person: Register to speak by filling out a form in the City Council Chamber and provide it to the City Recorder.

Speaking Virtually: Register to speak by contacting the City Recorder via email at cityrecorder@corneliusor.gov no later than 3:00pm on the day of the City Council meeting. Provide your name, address, and when possible, the topic of testimony. Those attending virtually will not be able to turn on their camera during the meeting or share their screen; presentation materials may be submitted as written testimony via email or in person at City Hall.

5. Recognition

None

6. Presentations and Appointments

- A. Service Recognition and Retirement Farewell: Karen Hill, Library Director: **Peter Brandom, City Manager**
- B. Proclamation: September 15 to October 15, Hispanic Heritage Month

7. Public Hearings

None

8. Unfinished Business

None

9. New Business

- A. Resolution No. 2024-47: Intergovernmental Agreement (IGA) with Washington County for Placement and Maintenance of Ride Connection's *CorneliusLink* Shuttle Stops, **Barbara Fryer, Community Development Director**
- B. Resolution No. 2024-48: Designation of City Streets where Parking is Prohibited, **Kevin Oppenlander, Assistant City Engineer**

10. Reports

- A. City Council
- B. Mayor Dalin
- C. City Manager

11. Announcements

- A. Saturday, September 7, 2024 – 10:00 am: Grand Opening of the Drake Learning Center in the Cornelius Public Library
- B. Wednesday, September 11: 9:00 am: 9/11 Memorial Ceremony, Forest Grove Big Flag
- C. Saturday, September 21: 11:00 am – 4:00 pm: 60th Anniversary Forest Grove Corn Roast to Benefit the Forest Grove/Cornelius Chamber of Commerce, Pacific University Forest Grove Campus

D. Fridays from 4:00 pm – 8:00 pm: Cornelius Farmers’ Market, Between City Hall and the Library (weekly through September 27); NOTE: Market relocation to 14th Ave at Adair Street through August, returning to the Dinsdale Plaza in September

E. Monday, October 7, 2024 – 6:00 pm Work Session; 7:00 pm City Council Meeting

12. Adjournment

City Council Meeting - Monday, July 1, 2024
1355 N Barlow Street - Cornelius, Oregon 97113
In-Person/Hybrid Meeting

Roll Call: Councilor Doris Gonzalez, Councilor Eden Lopez, Councilor Angeles Godinez, Council President John Colgan, Mayor Dalin

Councilors Absent: None

Staff Present: Peter Brandom, City Manager; Ellie Jones, Assistant City Manager – Business Operations; Karen Hill, Library Director; Jim Geering, Fire Chief;

1. REGULAR SESSION - 7:00 PM

A. Call to Order - Pledge of Allegiance and Roll Call

Mayor Dalin called the regular City Council meeting to order at 7:00 PM.

2. CONSENT AGENDA - None

3. PUBLIC COMMENT - None

4. RECOGNITION - None

A. Completion of one-year Employment Probation, Thomas Moore.

Jim Geering, Fire Chief, recognized Thomas Moore for their successful completion of the one-year probationary period. Chief Geering praised Moore's roles as a firefighter, paramedic, and member of the Air National Guard. Geering discussed Moore's completion of the Firefighter Academy, Wildland Fire Academy, and a Driver Operator Course and Academy. Geering thanked Moore's family for their support of Moore. Geering welcomed Moore as a Firefighter, Paramedic, and permanent employee for the Cornelius Fire Department.

Kevin Ritcheson, Fire Captain, recognized Moore for their commitment to the fire service. Captain Ritcheson led the badge pinning ceremony with the assistance of Moore's wife, Megan Rabbitt.

Mayor Dalin addressed the council, commenting on the importance of the fire service to the community. Mayor Dalin expressed gratitude to the fire fighters and their families for their contributions and sacrifices.

B. Service Recognition and Retirement Farewell: Mark Crowell, Public Works Director.

Numerous attendees spoke to recognize Mark Crowell, Public Works Director, for their service to the City, including Peter Brandom on behalf of Rob Drake, Dave Waffle, Jim Geering, Rob

Dixon, Karen Hill, Laura Christy on behalf of Mitch Coley, Jef Dalin, John Colgan, Angeles Godinez, and Eden Lopez.

City Manager Brandom expressed gratitude to Mark for their guidance and expertise, highlighting Mark's knowledge of the community and the culture Mark has built at Public Works. Brandom presented Mark with a gift for 39 years of dedicated service to the City and the community of Cornelius.

Mark spoke about their time working for the City and expressed thanks to coworkers, family, and friends for their support.

5. PRESENTATIONS AND APPOINTMENTS

A. The Drake Maker Space Project (Director Karen Hill)

Karen Hill, Cornelius Public Library Directory, and David Freas, Publicity and Outreach Librarian, introduced themselves and presented on the Drake Learning Center and makerspace project. Director Hill reported the construction of the space is underway and expected to be completed at the beginning of August. The grand opening and ribbon cutting ceremony will take place on September 7th. Director Hill presented, using a PowerPoint presentation, on the design and function of the Drake Learning Center.

Freas explained the needs the new Drake Learning Center will meet for the City of Cornelius community. Freas reported on the STEM programs the library currently performs and the local math and science scores of children in local Cornelius Public Schools. Freas explained who is expected to use the makerspace. Freas shared proposed programs, events, and uses for the space. Freas highlighted the partnerships, resources, and funding planned for the success of the makerspace.

Director Hill shared photos of popular library events, family and adult programs, that will utilize the new space. Director Hill shared a list of key partnerships, and the programs/clubs they organize, and how the library can support these community resources by sharing the space. Director Hill presented further on possible partners and resources the library staff has reached out to about the Drake Learning Center.

Freas explained library staff visited numerous makerspaces, and interviewed many makerspace librarians, in the designing and planning for the space.

Director Hill discussed funding for the project. The Cornelius City Council allocated \$600,000 to finish the construction of the space. A large grant was received from the State Library of Oregon, through IMLS for approximately \$36,000. The foundation and friends of the library are contributing \$10,000. The Encore Fellow has provided \$25,000. There have been many equipment donations. Director Hill summarized the three phases of the plan (partner with existing programs, offer library STEM programs, and provide open access).

Councilor Godinez expressed excitement for the project and discussed her experience and role in the process. Councilor Godinez recognized the long hours and hard work the library staff

have put into the project. Councilor Godinez commented that the project will have a long-lasting impact on the community and expressed support for continuing to look for funds and building strong programs.

Councilor Gonzalez expressed support for the project, sharing how similar spaces have impacted their life. Councilor Gonzalez commented on how the project will provide educational opportunities for the community. Councilor Gonzalez expressed wishes for the city to provide culturally responsive education, noting the language barrier and stereotypes that exist in the community.

Councilor Lopez expressed appreciation for the program and shared their personal experiences working at Centro and growing up in Forest Grove. Councilor Lopez complimented the staff's inclusion of utilizing and leveraging partnerships as a part of this project. Councilor Lopez asked if there are measurable impacts of the space that can be used down the line, such as student grades, noting those metrics may be helpful in finding additional funding.

Director Hill responded that library staff has anticipated immediate outcomes that parallel with reading literacy. Library staff has incorporated the inclusion of surveys in their programming with questions aimed at ascertaining the impact of the programming.

Councilor Colgan expressed appreciation for the library staff and their goals, explaining that the use of STEM equipment takes preparation and practice, and recognized library staff for taking that into consideration.

Mayor Dalin expressed appreciation for the project, explaining their own positive experiences with math and science in school. Mayor Dalin thanked library staff for their focus on partnerships as part of the project. Mayor Dalin speculated on the long term impacts this project can have on the community.

Director Hill shared examples of programming Freas has executed as part of the library's outreach effort, and how they relate to STEM. Discussion continued on library STEM programming and family participation.

B. Appointments to City Boards and Commissions

Itzel Sayago, Communications and Community Engagement Manager, sought approval for the appointment of two new members to the Youth Advisory Council (YAC), Karen Aguilar Real and Andrew Bardales. Sayago shared how the prospective members have already been active with YAC. Sayago provided a brief update on YAC activities, including their participation in planting hundreds of flowers at Veterans Memorial Park and the City's annual shredding event. Sayago reported on the discussions YAC members have had with community leaders and the YAC members' interest in meeting with the Mayor of Cornelius. Sayago reported on projects the YAC members are currently working on. Sayago shared the team building the YAC members have participated in.

Councilor Lopez thanked Sayago and the YAC members for their participation and expressed support for the group.

A motion was made by Council President Colgan to appoint Karen Aguilar Real and Andrew Bardales to the Cornelius Youth Advisory Council; seconded by Councilor Gonzalez. Motion carried 5-0. Ayes: Councilor Doris Gonzalez, Councilor Eden Lopez, Councilor Angeles Godinez, Council President John Colgan, and Mayor Dalin.

6. PUBLIC HEARING - None

7. UNFINISHED BUSINESS

- A.** Ordinance No. 2024-01: Economic Opportunities Analysis (Director Barbara Fryer)

Barbara Fryer, Community Development Director, forwent a formal presentation and was available for any questions. There were no questions.

A motion was made by Council President Colgan to approve Ordinance No. 2024-01, AN ORDINANCE AMENDING THE CORNELIUS COMPREHENSIVE PLAN; seconded by Councilor Godinez. Motion carried 5-0. Ayes: Councilor Doris Gonzalez, Councilor Eden Lopez, Councilor Angeles Godinez, Council President John Colgan, and Mayor Dalin

8. NEW BUSINESS

- A.** Ordinance No. 2024-02: Amendments to Cornelius Municipal Code Chapters 5.05 and 8.05 Dealing with Solid Waste Collection. (Peter Brandom)

Peter Brandom, City Manager, provided a brief summary of the proposed Ordinance amendments. Brandom explained the proposed language change to Chapter 5 of the Municipal Code is a result of the inclusion of Hillsboro Garbage Disposal as a non-exclusive franchisee for the newer areas that have been annexed into the City. The amendments include code language relative to regional priorities, such as multifamily service standards. The intent is that all jurisdiction in the region will operate with the same standards. Brandom provided examples of those standards, including the type of containers, access to enclosures, and colors of containers. These standards are aimed at improving how people interact with the recycling system. The second piece of the amendment related to education and outreach related to recycling. City staff consider both of the Municipal Code amendments improvements to our local system. Brandom offered to answer any questions. There were no questions.

A motion was made by Councilor Godinez to adopt Ordinance No. 2024-02, AN ORDINANCE AMENDING THE CORNELIUS MUNICIPAL CODE AS AMENDED IN EXHIBIT A OF THE ORDINANCE, and this ordinance shall take effect on the 30th day after adoption; seconded by Councilor Lopez. Motion carried 5-0. Ayes: Councilor Doris Gonzalez, Councilor Eden Lopez, Councilor Angeles Godinez, Council President John Colgan, and Mayor Dalin

9. REPORTS

- A.** City Council

Councilor Gonzalez reminded viewers of the upcoming warm weather, encouraging people to stay hydrated and safe. Councilor Gonzalez noted the possible need to take garbage out the

night before a scheduled pick-up in the event the garbage and disposal companies' staff need to pick up garbage and recycling earlier in the day to avoid the heat.

Councilor Godinez asked viewers to be conscientious of noise regulations in the City for the use of fireworks on the Fourth of July. Godinez encouraged citizens to be conscientious of others during the holiday and reiterated that the weather is going to be hot and there is a need for residents to take safety precautions.

B. Mayor Dalin

Mayor Dalin reiterated the need for community members to be conscientious and safe during the Fourth of July. Mayor Dalin reported on their continued participation attending the Washington County Coordinating Committee, attending the Metropolitan Mayor's Consortium, and talking with representatives on community needs, specifically on attempt to get a transportation bill passed.

C. City Manager

Brandom agreed with the Mayor and Councilors' concerns regarding the upcoming heat. Brandom added City staff will be monitoring and communicating the need for changes or disruptions to City services, noting the Assistant City Manager and Communications and Community Engagement Manger's instrumental roles in that process. Brandom discussed further the possible changes and disruptions that may impact City residents, including noise impacts.

Brandom provided a brief update on the Fire Task Force. Brandom postponed a work session for the Council on the subject because the Task Force may be interested in revising a report developed in 2015. The report provided recommendations that set up the work of the Task Force. Much has changed in terms of revenue and personnel since 2015, leading to the possible need to complete a new study.

Mayor Dalin added that the Task Force has speculated that the baseline the entire study was founded on has shifted. Dalin elaborated on the findings and reiterated there is a need for a new study.

Brandom announced the City is actively recruiting a Lieutenant and three new Fire Fighters.

Brandom announced their upcoming leave; Assistant City Manager, Ellie Jones, will be acting City Manager, effective at midnight. Brandom will be monitoring e-mail, but there will be delays in responses. Brandom will be back in time for the next Council meeting.

Mayor Dalin asked about the upcoming opening for candidates to run for City Council.

Brandom announced that anyone interested in running for an elected position can contact the City Manager's Office for all the information needed.

Dalin added there was an announcement in the latest issue of the Cornelius Gazette. Qualified electorates that have lived in Cornelius for one year can apply.

10. ANNOUNCEMENTS

- A. Friday, June 7, 2024: 4:00 PM - 8:00 PM Cornelius Farmer's Market, between City Hall and the Library (weekly through September 27)
- B. Thursday, July 4, 2024: City Offices Closed in Observance of Independence Day
- C. Friday, August 2, 9, 16 and 23: 7:30 pm, Flicks in Harleman Park
- D. Monday, August 5, 2024 - 6:00 pm, Work Session; 7:00 pm City Council Meeting
- E. Tuesday, August 6, 2024 - 5:30 pm, National Night Out, Harleman Park

11. ADJOURNMENT

A motion was made by Councilor Godinez to adjourn. Seconded by Councilor Lopez. Motion carried 5-0. Ayes: Councilor Doris Gonzalez, Councilor Eden Lopez, Councilor Angeles Godinez, Council President John Colgan, and Mayor Dalin. The meeting adjourned at 8:36 PM.



City Council Meeting - Monday, August 5, 2024
1355 N Barlow Street - Cornelius, Oregon 97113
In-Person/Hybrid Meeting

Roll Call: Councilor Doris Gonzalez, Councilor Eden Lopez, Councilor Angeles Godinez, Council President John Colgan, Mayor Dalin

Councilors Absent: None

Staff Present: Peter Brandom, City Manager; Ellie Jones, Assistant City Manager – Business Operations; Jim Geering, Fire Chief;

1. **CORNELIUS URBAN RENEWAL AGENCY BOARD MEETING (See Separate Minutes) - 7:00 PM**
2. **REGULAR SESSION - 7:05 PM**
 - A. Call to Order - Pledge of Allegiance and Roll Call

Mayor Dalin called the regular City Council meeting to order at 7:05 PM.

3. **CONSENT AGENDA - None**
 - A. City Council Meeting Minutes, June 16, 2024
 - B. Resolution No. 2024-37: Laurel Garden Annexation
 - C. Resolution No. 2024-38: Booster Pump Station Change Orders
 - D. Resolution No. 2024-39: Fleet Purchase of Ford F-250 Pickup Truck
 - E. Resolution No. 2024-40: Fleet Purchase of Two Ford F-150 Lightning Pickup Trucks
 - F. Resolution No. 2024-41: Fleet Purchase of Backhoe
 - G. Resolution No. 2024-42: Fleet Purchase of Dump Truck
 - H. Resolution No. 2024-46: Parks Master Plan Update Contract

A motion was made by Council President Colgan to adopt the consent agenda. Seconded by Councilor Godinez. There was no further discussion. Motion carried 5-0. Ayes: Councilor Doris Gonzalez, Councilor Eden Lopez, Councilor Angeles Godinez, Council President John Colgan, and Mayor Dalin.

4. **PUBLIC COMMENT**

Jeff Leriche, 650 S Beech Circle, introduced himself to the Council. Leriche shared that they created the Cornelius Historical Society group for those interested in the history of Cornelius. The group's mission is to collect, preserve, and share material of a historical character and to develop community wide interest in the history of Cornelius. Leriche provided more background information about the group.

Leriche explained their purpose in coming before the board is to discuss the ship mast being stored at the City's Public Works facilities. Leriche provided historical background of the ship mast's placement in Cornelius. Leriche explained the ship mast was removed during the construction of the Cornelius Public Library in 2017. It was indicated that the ship mast would be stored only until it could find a permanent home that could recognize its history. Leriche went on to provide historical background regarding the ship mast, as it related to the bombing of Pearl Harbor, and what it means to a local Veteran.

Leriche urged the Council to help save the ship mast, a piece of history to many that have grown up in Cornelius. Leriche proposed the ship mast be displayed at Veterans Park, or another suitable City park, to honor veterans that served in WWII, those that served as volunteer firemen for the City of Cornelius, and as part of our shared community history for 64 years.

Councilor Godinez thanked Leriche for sharing their historical knowledge and expressed support in finding a home for the ship mast.

Councilor Colgan also expressed support in finding a home for the ship mast.

Mayor Dalin explained the Council discussed finding a home for the ship mast when it was taken down. Mayor Dalin expressed support in finding a home for the ship mast and encouraged staff to investigate the issue.

Discussion continued about the ship mast and steps that can be taken to find it a permanent home.

5. RECOGNITION - None

6. PRESENTATIONS AND APPOINTMENTS

A. Emergency Operations Plan Update (Jim Geering, Fire Chief)

Fire Chief Jim Geering introduced Stacy Burr. Geering explained that the Emergency Operations Plan update went out to bid for Request for Proposals (RFP), it was last updated in 2014, and as a candidate Burr stood out among all competitors during the interview process. Geering expressed satisfaction with hiring Stacey, noting their expertise in emergency operations. Chief Geering noted one of Burr's first recommendations was for the City of Cornelius to have its own Emergency Operations Plan, separate from Forest Grove, to ensure eligibility for federal funding in the event of a catastrophe. Additionally, Burr suggested the introduction of a policy group to the Emergency Operations Center (EOC), a recommendation the City plans to introduce to department heads.

Burr introduced themselves and, using a PowerPoint presentation, presented on the development of an Emergency Operations Plan (EOP) for the City of Cornelius, with a focus on creating a plan that ensures the continuity of city services during emergencies and catastrophic events. Burr explained and described in great detail the EOP components: concept of operations, command and control, EOC, policy/procedure/process, roles and responsibilities, hazard specific plans, and functional plan. Burr outlined the expected final project deliverables in four steps. Step one is project organization. Step two is reviewing the operation plan documents. Step three is to conduct a series of work sessions. Step four is developing the City's EOP, validating the plans, and training staff on implementing the EOP. Burr shared the projected project timeline, with the Final EOP expected to be completed by November 2024. Burr offered to answer any questions.

Councilor Gonzalez asked how City staff can communicate timely, and including Spanish language, with the community in the event of an emergency. Gonzalez expressed support for the development of an EOP and asked how the City can extend that plan to the community to communicate what the community should or can do in the event of an emergency.

Burr answered that the EOP includes the establishment of an Emergency Operations Center that focuses on external and public outreach; that includes emergency preparedness. The Cornelius website should include links to FEMA's preparedness, both in English and in Spanish. In addition to those resources, the EOP has a section for public outreach. The Public Information Officer's (PIO) critical responsibility is to ensure communication continues throughout an emergency.

Chief Geering added that communication is vital in any incident. Chief Geering assured the Council that the Communication's Manager will be part of the policy group as well as the PIO.

Councilor Gonzalez expressed wishes for the City to focus on communication with the community, noting that September is Emergency Preparedness Month.

Chief Geering agreed and reported on the outreach the officers have participated in, as well as the upcoming outreach events.

Mayor Dalin discussed COVID and the impacts of community wide emergencies. Mayor Dalin talked about the need for more development on emergency preparedness.

Councilor Godinez expressed the need to identify stakeholders, especially culturally specific partners, and how they can be a resource to get information out to the community. Godinez discussed further how stakeholders can be a resource to the City and community during an emergency.

Chief Geering thanked the Councilors for the feedback and assured the Council the message was received; Geering summarized the Council would like to prioritize planning, pre-planning, and communication.

7. PUBLIC HEARING

A. Resolution No. 2024-43: Solid Waste Collection Rates (Peter Brandom, City Manager)

Brandom explained that solid waste is collected by two private companies contracted with the City under franchise agreements: Evergreen Disposal and Recycling and Hillsboro Garbage Disposal. Brandom reviewed the companies' service areas and different business costs. The companies can request the City review their expenses on any given year, especially when costs have increased, and this can be used to justify an increase in rates charged to customers. The companies requested that the City review their expenses this year, and the City asked the franchisees to contract with a CPA to complete the review. The CPA submitted a Direct Cost Report to the City, which includes details of costs and revenues of the business operations. Based on that information, the CPA calculated the franchisees' return on revenues. When this return is below 10 percent, the City may consider an increase in rates. Brandom reported the increase in rates for the previous year, approximately 12 percent for residential and 16 percent for commercial services. The results for 2023 indicate a justification for an increase of approximately 6.5 percent for residential and 3.4 percent for commercial services.

Brandom explained that one of the main factors in the cost of disposal is most of the solid waste destined for landfills goes to the Waste Management-owned Forest Grove Transfer Station. There are two facilities in the region publicly owned and operated by Metro, the regional government. Metro sets the rates at these two public transfer stations, and the private companies follow those rates. The companies are not required to justify their costs. The City has urged Metro to regulate the private facilities, but this has not happened thus far. Costs for disposal at the private facilities have increased by over 50 percent in the last several years. Brandom offered to answer any questions.

Council President Colgan asked what the consequence is for the City, and the people who live here, if the Council weren't to approve the increase in rates.

Brandom answered it impacts the profitability of the private contractor. With a lower margin they will receive less profit. The City's policy has been 10 percent profit, and the Direct Cost Report showed well under that for the year.

Council President Colgan asked if the companies would eventually stop picking up garbage in the City.

Brandom answered yes, adding it is a public service delivered by a private entity. That is the case in all of Oregon.

Councilor Gonzalez asked if the franchisees are audited on their performance and how they are delivering service. If there is a rate increase, Councilor Gonzalez would like to know if the franchisees are providing adequate service, if there are any issues with additional fees being added, if there are reports of missed pickups, or anything similar.

Brandom answered the City does not audit the franchisees. The City does try to track some of what Councilor Gonzalez suggested, especially on the customer service side. The City requires the franchisees to provide quarterly reports on their financials as well as their customer contacts. The customer contacts include complaints, problems with missed pickups, and positive comments.

Council President Colgan speculated that the City has no choice but to work with the franchisees and asked where residents should be directed to if they have a complaint about the rising costs.

Brandom answered that complaints can be directed to themselves, the City Manager. Brandom would also encourage the resident to contact the elected representative at Metro and to talk to the Metro Council.

Councilor Gonzalez expressed wishes to hear more about a reduced rate program, to make services more accessible to the community. Garbage and recycling are essential services.

Brandom responded it is on the City's work plan, noting City staff will be coming before the Council again to discuss the utility bill rate relief; this may include something regarding the solid waste disposal. Brandom shared that other jurisdictions have set up rate relief programs that the City can use as examples when creating its own program.

Councilor Godinez commented that although the increase in disposal services may seem minimal, all the increases in costs of living add up to be significant to a person. Councilor Godinez expressed intent to reach out to Metro and encouraged others to do the same.

Mayor Dalin expressed the belief that Cornelius residents pay an exorbitant amount for a low level of service when it should have lower costs because it has efficiency due to the density, making pickup cheaper to achieve. Mayor Dalin would like to know if residents are using the bulky item collection service, explaining that the fees for it are high. Mayor Dalin would like to look at opportunities for the City to help residents in this; explaining the City is suffering when large items are dumped on corners because the rates to dispose of it are too high. Mayor Dalin continued discussing the high rates compared to service rates outside of the Metro area and possible ways the City can support residents.

Brandom commented that they question the costs charged for dumping at the two public facilities owned and operated by Metro. Additionally, Brandom questions the private facilities' ability to not justify their costs. Brandom noted there are opportunities to voice these questions, the soonest being at the regional Mayors' meeting. Brandom expressed plans to share the data related to the increasing cost of waste disposal.

Councilor Lopez commented that the Council may be stuck approving the rate increase and expressed thanks to City staff for their considerations. Councilor Lopez commented that it is the staff and Council's duty to serve the community by trying to find solutions to these financial hardships.

Discussion continued with Council President Colgan, Councilor Gonzalez, Mayor Dalin, and Councilor Gonzalez brainstorming ideas for the City to organize bulk waste collection events.

Mayor Dalin opened the public hearing at 7:58 PM.

Mayor Dalin asked if there was anyone wishing to speak in favor of increase. There were no comments.

Mayor Dalin asked if there was anyone wishing to speak against the increase. There were no comments.

Mayor Dalin closed the Public Hearing at 7:59 PM.

8. UNFINISHED BUSINESS - None

9. NEW BUSINESS

A. Resolution No. 2024-43: Solid Waste Collection Rates (Peter Brandom)

Brandom forwent a formal presentation and offered to answer any questions. There were no questions.

A motion was made by Council President Colgan to approve Resolution No. 2024-43, A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING AN INCREASE OF SOLID WASTE COLLECTION RATES CHARGED BY THE CITY COLLECTION FRANCHISEES, effective September 1, 2024; seconded by Councilor Lopez. Motion carried 5-0. Ayes: Councilor Doris Gonzalez, Councilor Eden Lopez, Councilor Angeles Godinez, Council President John Colgan, and Mayor Dalin.

B. Resolution No. 2024-44: Employee Classification and Compensation Study (Jones)

Ellie Jones, Assistant City Manager – Business Operations, described the process and outcomes of the employee classification and compensation study that began in August 2023. The study involved full-time, part-time, and quarter-time employees who completed questionnaires, leading to an equity analysis and updated job descriptions. The study also addressed compensation, showing that some staff may need pay adjustments, though no staff will see a pay decrease. The results were shared with the union; the union approved the study 12-0. The study will be used to update job descriptions and pay scales, with plans to conduct similar studies every five years. City staff recommend the Council approve the study

Councilor Colgan expressed appreciation that no staff will see pay decreases, but rather will be grandfathered in at their current pay rate.

Councilor Godinez expressed appreciation that the City completed the study and believes the outcome will be good for the City.

Councilor Lopez agreed the study will benefit the City and act as a good foundation.

Councilor Gonzalez asked for clarification on the employee salaries, what percent the cost-of-living wage increases will be.

Jones answered the City budgeted for a 4% increase for all positions. With the union, City staff negotiated a 4.5% increase. That will result in an increase in the budget for personnel.

Mayor Dalin recommended City staff investigate the City's staff size in relation to population and the services provided.

A motion was made by Councilor Lopez to approve Resolution No. 2024-44, A RESOLUTION OF THE CORNELIUS CITY COUNCIL APPROVING THE EMPLOYEE CLASSIFICATION AND COMPENSATION STUDY, and this action takes effect immediately; seconded by Council President Colgan. Motion carried 5-0. Ayes: Councilor Doris Gonzalez, Councilor Eden Lopez, Councilor Angeles Godinez, Council President John Colgan, and Mayor Dalin.

C. Resolution No. 2024-45: American Federation of State, County, and Municipal Employees (AFSCME) Union Contract (Jones)

Jones presented on the execution of a labor agreement between the City of Cornelius and the AFSCME Union, Local 3786-2. Jones reported negotiations went well, resulting in a 4.5% Cost of Living Adjustment (COLA) and immediate implementation of the classification and compensation study. Other key changes include increased boot stipends, higher allowable comp time, adding Juneteenth as a holiday, and exchanging two half-day holidays (New Years Eve and Christmas Eve) for an additional Personal Holiday. The agreement also adjusts bilingual pay and outlines a repayment plan for CDL training costs if employees leave within four years. The agreement will be in effect until June 30, 2027.

Councilor Lopez asked if any conversation has occurred about moving away from having sick leave, to having one paid time off leave type.

Jones explained the different types of leave City staff receive and they each have different caps. Jones acknowledged other municipalities have moved to a single Paid Time Off type, but the City of Cornelius has not.

Councilor Lopez commented they find it easier to manage paid leave with one "bucket." Noting it removed the need to verify that a person is sick.

Jones noted the agreement included a modification to some language regarding sick leave. It now states the City will follow the State paid sick leave laws, rather than having to update the agreement every time the law changes.

A motion was made by Council President Colgan to approve Resolution No. 2024-45, A RESOLUTION OF THE CORNELIUS CITY COUNCIL AUTHORIZING EXECUTION OF A LABOR

AGREEMENT BETWEEN THE CITY OF CORNELIUS AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 3786-2 GENERAL EMPLOYEES, EFFECTIVE JULY 1, 2024 AND EXPIRING JUNE 30, 2027, and this action takes effect immediately; seconded by Councilor Godinez. Motion carried 5-0. Ayes: Councilor Doris Gonzalez, Councilor Eden Lopez, Councilor Angeles Godinez, Council President John Colgan, and Mayor Dalin.

10. REPORTS

A. City Council

Councilor Lopez announced CDBG will be celebrating its 50th anniversary. Online they have highlighted projects they have funded in Cornelius. Discussion continued about different CDBG projects that have concluded successfully in the City, specifically the recent roundabout at 19th and Davis St.

Councilor Gonzalez suggested City staff create educational resources for residents on how to use a roundabout.

B. Mayor Dalin - None

C. City Manager

Brandom thanked all of the City employees for their participation in the classification and compensation study process.

Brandom reminded the Council the next meeting will be on a Tuesday, due to a holiday, and will take place on September 3rd.

11. ANNOUNCEMENTS

- A. Tuesday, August 6, 2024 - 5:30 pm, National Night Out, Harleman Park**
- B. Friday, August 9, 16 and 23: 7:30 pm, Flicks in Harleman Park**
- C. Fridays, from 4:00 PM - 8:00 PM Cornelius Farmer's Market, between City Hall and the Library (weekly through September 27); NOTE: Market relocation to 14th Ave at Adair Street through August, returning to the Dinsdale Plaza in September.**
- D. Monday, September 2, 2024: City Offices Closed in Observance of Labor Day**
- E. Tuesday, September 2, 2024: 6:00 PM Work Session; 7:00 PM City Council Meeting**
- F. Saturday, September 7, 2024 - 10:00 AM: Grand Opening of the Drake Learning Center in the Cornelius Library**

12. ADJOURNMENT

A motion was made by Councilor Godinez to adjourn. Seconded by Councilor Gonzalez. Motion carried 5-0. Ayes: Councilor Doris Gonzalez, Councilor Eden Lopez, Councilor Angeles Godinez, Council President John Colgan, and Mayor Dalin. Meeting adjourned at 8:23 PM.

City of Cornelius, Oregon Proclamation

In Celebration of Hispanic Heritage Month

WHEREAS, National Hispanic Heritage Month, or “Mes de la Herencia Hispana,” is observed each year from September 15 to October 15 to honor the contributions and rich cultural heritage of Hispanic and Latinx communities; and

WHEREAS, September 15 is significant as it marks the anniversary of independence for Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, with Mexico and Chile celebrating their independence on September 16 and 18, respectively; and

WHEREAS, October 12 marks the celebration of “Día de la Raza,” a day that holds deep significance across Latin American countries as it commemorates the fusion of cultures that began with the encounter between Indigenous peoples of the Americas and Europeans during the 15th century; and

WHEREAS, Hispanic refers to those whose ancestors or themselves came from or received the richness of Spain’s language and culture, and Latinx is a gender-neutral or non-binary term for people of Latin American descent, encompassing diverse identities including Black/African, Asian, Indigenous, and Queer communities; and


WHEREAS, Hispanic and Latinx people represent approximately 14% of Oregon’s and nearly 54% of Cornelius’ population, reflecting a vibrant and growing community that significantly enriches our community’s cultural fabric; and

WHEREAS, the Hispanic and Latinx community in Cornelius are known for their entrepreneurial spirit and community leadership, and Hispanic-owned businesses in Washington County have seen notable growth, contributing significantly to the local economy; and

NOW, THEREFORE, we, the City Council of Cornelius, Oregon, do hereby proclaim the month of September 15, 2024, through October 15, 2024, as “Hispanic Heritage Month” in recognition of the significant contributions of the Hispanic community and to reaffirm our dedication to unity, respect, and cultural appreciation.

Dated this 3rd day of September, 2024





Jeffrey C. Dalin, Mayor of Cornelius

Ciudad de Cornelius, Oregon

Proclamación

Para la Celebración del Mes de la Herencia Hispana

CONSIDERANDO QUE, el Mes Nacional de la Herencia Hispana, o “Mes de la Herencia Hispana”, se observa cada año del 15 de septiembre al 15 de octubre para honrar las contribuciones y la rica herencia cultural de las comunidades hispanas y latinas; y

CONSIDERANDO QUE, el 15 de septiembre es una fecha significativa ya que marca el aniversario de independencia de Costa Rica, El Salvador, Guatemala, Honduras y Nicaragua, con México y Chile celebrando su independencia el 16 y 18 de septiembre, respectivamente; y

CONSIDERANDO QUE, el 12 de octubre se celebra el “Día de la Raza,” un día de gran importancia en los países de América Latina, ya que conmemora la fusión de culturas que comenzó con el encuentro entre pueblos indígenas de las Américas y los europeos durante el siglo XV; y

CONSIDERANDO QUE, el término “Hispano” se refiere a aquellos cuyos antepasados o ellos mismos provienen de, o han recibido, la riqueza del idioma y la cultura de España, y el término “Latinx” es una designación de género neutral o no binario para personas de ascendencia latinoamericana, que abarca diversas identidades, incluidas comunidades Afro-Latinas, Indígenas, Asiáticas y Queer; y

CONSIDERANDO QUE, los hispanos y latinos representan aproximadamente el 14% de la población de Oregón y casi el 54% de la población de Cornelius, reflejando una comunidad vibrante y en crecimiento que enriquece significativamente el tejido cultural de nuestra ciudad; y

CONSIDERANDO QUE, la comunidad hispana y latinos en Cornelius es conocida por su espíritu emprendedor y liderazgo comunitario y los negocios de propiedad hispana en el Condado de Washington han mostrado un crecimiento notable, contribuyendo significativamente a la economía local; y

CONSIDERANDO QUE, la Ciudad de Cornelius sigue comprometida a reconocer y celebrar los eventos culturales en curso que celebran la herencia cultural hispana, a través de la inclusión y asociaciones locales que fortalecen nuestra comunidad.

AHORA, POR LO TANTO, nosotros, el Concilio Municipal de la Ciudad de Cornelius, Oregón, proclamamos del 15 de septiembre de 2024 al 15 de octubre de 2024 como “Mes de la Herencia Hispana” en reconocimiento a las importantes contribuciones de la comunidad hispana y para reafirmar nuestro compromiso con la unidad, el respeto y la apreciación cultural.



Fechado este día 3 de septiembre de 2024

A handwritten signature in black ink that reads "Jeffrey C. Dalin". The signature is written in a cursive style.

Jeffrey C. Dalin, alcalde

City of Cornelius Agenda Report

To: Peter Brandom, City Manager
From: Barbara Fryer, Community Development Director
Date: September 3, 2024
Subject: Resolution No. 2024-47: Intergovernmental Agreement (IGA) for Transit Stop Infrastructure



Requested City Council Action: Approve resolution No. 2024-47.

Previous Council Action: None.

Relevant Strategic Plan Goal(s): Goal 5: Develop the necessary infrastructure to meet the growth, service demands, and emergency preparedness needs of the community

Background: Washington County serves as the public transportation service provider for needs beyond those provided by TriMet. The County received STIF funding to place ‘connector’ transit stops throughout the County to address service gaps and needs. The proposed IGA establishes roles and joint funding for the placement and maintenance of the infrastructure for stops in Cornelius for the expanded Ride Connection Cornelius Link service. The agreement commits the City to a 10-year maintenance commitment for the landing pad at the 12th and Adair stop.

Cost: Annual maintenance cost of the 12th/Adair stop is not anticipated to be significant, and it will easily be accommodated by the City’s street maintenance budget.

Advisory Committee Recommendation: None.

Staff Recommendation: Approve resolution No. 2024-47 as presented.

Proposed Motion: I make a motion to approve resolution No. 2024-47, A RESOLUTION OF THE CORNELIUS CITY COUNCIL APPROVING AN IGA WITH WASHINGTON COUNTY FOR TRANSIT STOP INFRASTRUCTURE, and this action takes effect immediately.

Exhibits: Resolution No. 2024-47

RESOLUTION NO. 2024-47

A RESOLUTION OF THE CORNELIUS CITY COUNCIL APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WASHINGTON COUNTY FOR SHUTTLE BUS STOP IMPROVEMENTS

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

WHEREAS, Ride Connection operates Cornelius Link, a community connector transit service in Cornelius and Forest Grove; and

WHEREAS, the County has received STIF Discretionary grant funding, which allows for the City and County to cooperatively construct, operate, and maintain eight new community connector shuttle stop improvements (4th/Adair, Forest Hills Mobile Estates, 12th/Adair, 17th/Clark, Holladay/20th, Cornelius Cinema, 26th/Dogwood, and Dogwood/14th), which will dramatically improve transit locally in Cornelius; and

WHEREAS, the IGA identifies the responsibilities for maintenance of the transit stop infrastructure; and

WHEREAS, the City bears the responsibility for the maintenance of the landing pad at the 12th and Adair transit stop; and

WHEREAS, the parties to the IGA hereby agree to placement and maintenance responsibilities for the transit stops.

NOW, THEREFORE, BE IT RESOLVED BY THE CORNELIUS CITY COUNCIL AS FOLLOWS:

Section 1. The Cornelius City Council approves and authorizes the City Manager to execute the IGA, enclosed as Exhibit A, on behalf of the City.

Section 2. This resolution is effective immediately upon its enactment by the City Council.

INTRODUCED AND APPROVED by the Cornelius City Council at their regular meeting this 3rd day of September, 2024.

City of Cornelius, Oregon

By: _____
Jeffrey C. Dalin, Mayor

Attest: _____
Rachael Patterson, City Recorder

INTERGOVERNMENTAL AGREEMENT (IGA)
Between
WASHINGTON COUNTY and CITY OF CORNELIUS

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

RECITALS

1. Oregon Revised Statutes (ORS) Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.
2. ORS 184.751 establishes the Statewide Transportation Improvement Fund ("STIF Discretionary Fund"), which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
3. The STIF Discretionary Fund is intended to improve public transportation services for current and potential future Oregon transit users by distributing moneys to transit providers. STIF Discretionary Funds are not intended to supplant local funding sources currently directed to public transportation service providers.
4. COUNTY is authorized to receive STIF Discretionary Funds and provide public transportation services in and around Washington County, Oregon.
5. Ride Connection, a private non-profit organization whose mission is to provide accessible, responsive, transportation alternatives, contracts with Washington County to provide community connector service within the TriMet service boundary, as well as service in the rural area outside the TriMet service boundary.
6. GroveLink, a community connector service in Forest Grove, is operated by Ride Connection.
7. Cornelius Link, a community connector service in Forest Grove and Cornelius, is operated by Ride Connection.
8. Tualatin Shuttle, a community connector service in Tualatin, Tigard and King City, is operated by Ride Connection.

9. North Hillsboro Link, a community connector service in Hillsboro, is operated by Ride Connection.
10. westLink, a community connector service in rural Washington County, connecting Forest Grove, Banks, North Plains and Hillsboro is operated by Ride Connection.
11. The COUNTY, in 2020, was awarded a STIF Discretionary Grant in partnership with Ride Connection to make improvements to community connector shuttle stops in Washington County.
12. The COUNTY and CITY entered in an Intergovernmental Agreement dated June 21, 2023 (Phase I IGA) which provided for the COUNTY and CITY to cooperate for the funding, construction, operation and maintenance of certain community shuttle connector stop improvements in the CITY (Phase I stop improvements) and described in Attachment A to the Phase I IGA and Replacement Attachment A attached hereto.
13. The COUNTY, in 2023, was awarded a second STIF Discretionary Grant in partnership with Ride Connection to make additional improvements to community connector shuttle stops in Washington County.
14. The COUNTY seeks to install additional community connector shuttle stop improvements in the CITY (Phase II stop improvements) and as described in Replacement Attachment A.
15. COUNTY and CITY desire to cooperate and enter into this Agreement (Phase II IGA) to allocate responsibilities for funding, construction, operation and maintenance of the shuttle stop improvements described in Replacement Attachment A.

AGREEMENT

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

1. MUTUAL AGREEMENT

- 1.1 The COUNTY and CITY agree that for mutual administrative convenience, the shuttle stop improvements described in Replacement Attachment A should be treated as one project and should be administered subject to the same agreement.

- 1.2 The COUNTY and CITY agree that the Phase I IGA is replaced in full by this Phase II IGA and Replacement Attachment A. The Phase I IGA and Attachment A are of no further force and effect.
- 1.3 The COUNTY and CITY agree that the shuttle stop improvements described in Replacement Attachment A are hereinafter collectively referred to as the Project.

2. COUNTY OBLIGATIONS

- 2.1. COUNTY shall perform, or cause to be performed, all actions necessary to design and construct the Project described in Replacement Attachment A. COUNTY shall be responsible to correct any defects, not caused by CITY's maintenance, that appear in the Project within a period of one year from the date of Project completion.
- 2.2. COUNTY shall design and construct the Project entirely within CITY right-of-way.
- 2.3. COUNTY shall be responsible for all costs associated with the design construction and inspection of the Project.
- 2.4. COUNTY shall, upon completion of the Project, as approved by the CITY upon inspection, transfer ownership of the capital assets associated with the Project to the CITY in accordance with OAR 732-044-0050. Capital assets shall include, among other things, that portion of the concrete landing pad constructed as part of the Project between the existing curb and continuous sidewalk as described and depicted in Replacement Attachment A.
- 2.5. The signs installed as part of the Project shall not be considered capital assets nor transferred to the CITY but shall remain the property of the County. The County shall be responsible for maintenance, repair and replacement of the signs, including all related sign infrastructure, as required or as determined necessary by the County.
- 2.6. COUNTY shall comply with all statutory requirements and the requirements of the STIF Discretionary grant agreement as outlined in the IGA entered into by and between COUNTY and Oregon Department of Transportation (#35614) (the "Phase II ODOT IGA") for the Phase II stop improvements, attached hereto and by this referenced is fully incorporated herein as Attachment B.

3. CITY OBLIGATIONS

- 3.1. CITY shall allow COUNTY and COUNTY's agents and contractors to enter and occupy the CITY right-of-way for the purpose of taking all actions necessary to complete the design and construction of the Project.
- 3.2. CITY shall upon completion of the Project, as approved by the CITY upon inspection and except for as provided in Section 2.5, assume ownership of the capital assets associated with the Project.
- 3.3. CITY shall adhere to the stipulated conditions included in the STIF Discretionary grant agreement as outlined in the Phase II ODOT IGA, in Attachment B.
- 3.4. CITY shall ensure the capital assets transferred to the CITY and associated with the Project are used for the provision of public transportation services for the Term of Agreement, but in no circumstance for less than the useful life of the capital assets, which shall be 10-years.
- 3.5. CITY shall ensure the capital assets transferred to the CITY and associated with the Project are maintained in a state of good repair, free of defects, except as provided in Section 2.1, and graffiti, such that the stop and surrounding area is in usable, safe operating condition. County shall be responsible for any damage or performance/workmanship defects that occur during construction as provided in Section 2.1
- 3.6. CITY shall provide a written report annually to COUNTY by June 30 documenting the condition of capital assets transferred to the CITY during the term of this agreement, as provided in Attachment C.
- 3.7. CITY shall perform, or cause to be performed, all actions necessary to repair or replace capital assets transferred to the CITY and associated with the Project as needed in accordance with Section 3.5 above.

4. TERM OF AGREEMENT

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

- 4.1 No later than one hundred eighty (180) days prior to the natural expiration of this agreement, either Party may give notice to the other Party of the notifying Party's desire to extend or terminate the agreement.
- 4.2 Within thirty (30) days of receipt of notice to extend or terminate, the Party receiving notice shall provide the other party of its intent to agree or object to an extension or termination.
- 4.3 If the Parties agree to extend the term, the new term shall commence on the day following the date of expiration of the proceeding term and the new term shall be subject to all the terms and conditions of this Agreement unless otherwise agreed to in writing as provided by Section 5.4. The Parties shall execute an amendment setting forth the new term and any other terms, if any.
- 4.4 If the Parties agree to not extend the term or terminate this agreement, this agreement shall terminate at the expiration of the 10-year period unless earlier agreed to by the Parties in writing as provided by Section 5.4. In the event of termination, the Parties agree in good faith to undertake all actions necessary to wind up this agreement.

5. GENERAL TERMS AND CONDITIONS

5.1. LAWS OF OREGON

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

5.2. DEFAULT

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

5.3. INDEMNIFICATION

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

5.4. MODIFICATION OF AGREEMENT

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

5.5. DISPUTE RESOLUTION

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

5.6. REMEDIES

Subject to the provisions in Section 5.5, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

5.7. EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of GOD, governmental restrictions imposed on or

mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused. The Party seeking non-performance under this section shall provide notice to the other party as soon as practicable.

5.8. SEVERABILITY

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

5.9. INTEGRATION

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

5.10. ADDITIONAL TERMS AND CONDITIONS

COUNTY's use of STIF Discretionary Funds for the Phase II stop improvements is subject to the Phase II ODOT IGA, a copy of which has been made available to the Parties prior to execution of this Agreement and is attached as Attachment B. In the event that the Phase II ODOT IGA is amended in a manner that materially changes a Party's obligations under this Agreement, the Parties agree to negotiate, in good faith, to amend this Agreement to address such changes. If the Parties are unable to agree to amendment to this Agreement, then any Party may terminate pursuant to the provisions set forth in Section 5.4 of this Agreement.

5.11. COMMUNICATIONS

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

Washington County:

Dyami Valentine

Washington County

155 N. First Avenue MS13

Hillsboro, OR 97124

503-846-3821

Dyami_valentine@washingtoncountyor.gov

City of Cornelius

Barbara Fryer

City of Cornelius

1355 N Barlow Street

Cornelius, OR 97113

503-357-3011

Barbara.Fryer@corneliusor.gov

[SIGNATURES ON FOLLOWING PAGE]

DATED this _____ day of _____, 2024.

CITY OF CORNELIUS, OREGON

WASHINGTON COUNTY, OREGON

Peter Brandom, City Manager

Dani Ledezma, Assistant County
Administrator

ATTEST:

RECORDING SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

COUNTY COUNSEL

ATTACHMENT A (REPLACED)





**MAP OF PHASE I AND PROPOSED PHASE II STOP ENHANCEMENT PROJECTS
WITHIN CITY OF CORNELIUS AS OF AUGUST 2024**

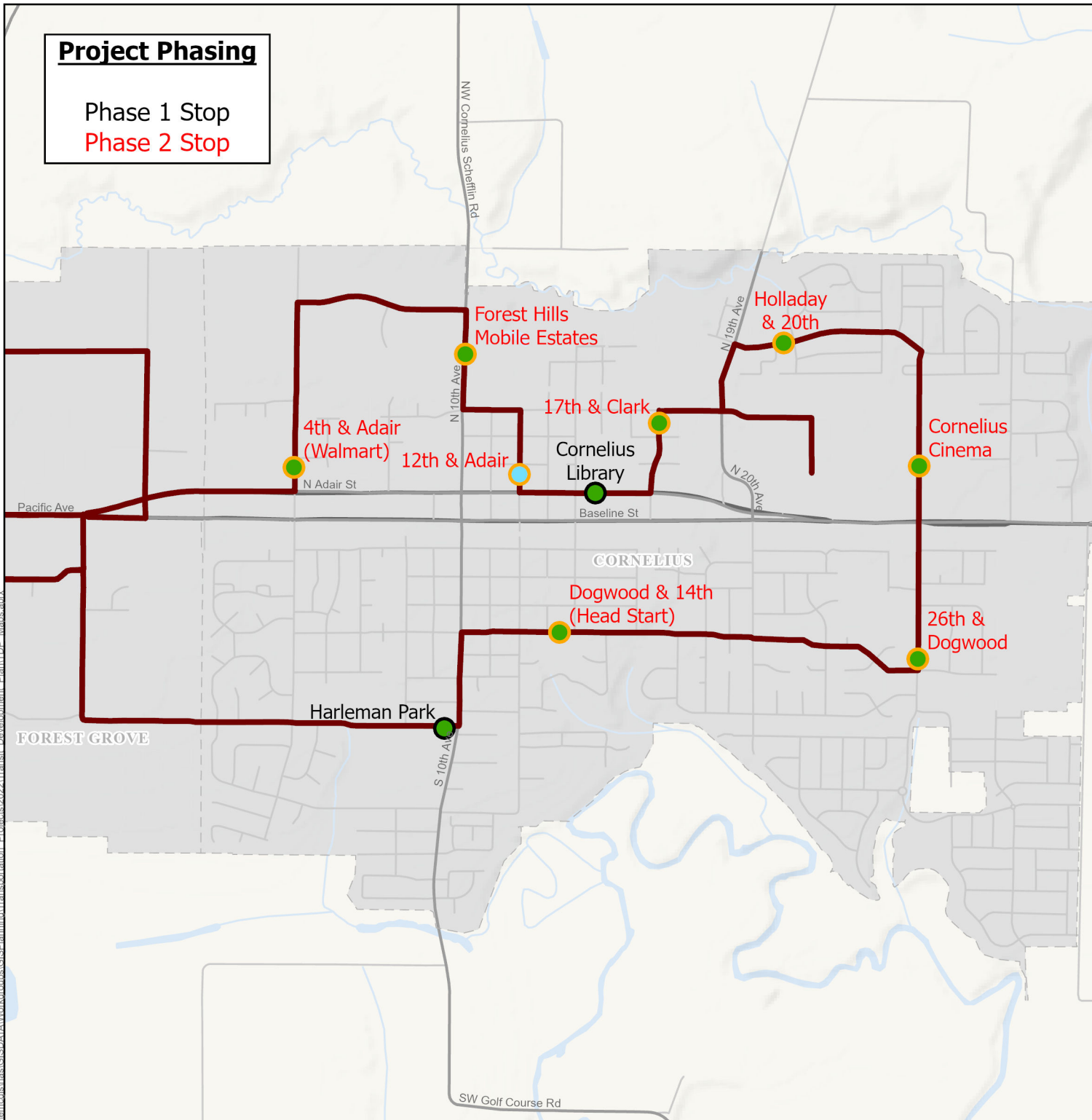
Project Phasing

Phase 1 Stop
Phase 2 Stop

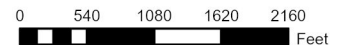
Washington County
Transit Development
Plan

Cornelius
Community Connector
Stop Enhancements
(2024 Update)

-  Signage Improvements
-  Signage Improvements (New Stop)
-  Signage and Landing Pad Improvements (New Stop)
-  Existing Community Connector Shuttle
-  City Boundary



1:18,546



Data Sources: Washington County, Metro, ODOT, TriMet

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



Department of Land Use & Transportation
Planning and Development Services Division

Printed: 8/13/2024

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ATTACHMENT B

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

**PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION**

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

AGREEMENT

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

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$216,908.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

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

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

- i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

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

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No

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

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

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
- i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

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

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
 - i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.
 - iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
 - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

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

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

d. **STIF Procurements**

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

Recipient shall:

- i. Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.
 - ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.
 - iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.
 - iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.
 - v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.
 - vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Public Transportation Division listed as a security interest holder, subject to the following additional requirements:
 - a. If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.
 - b. If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.
- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. **Termination**

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the

- Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
- i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

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

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

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.i. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND

WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

Agreement No. 35614

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

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

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

SIGNATURE PAGE TO FOLLOW

Washington County, State of Oregon
Agreement No. 35614

Washington County, by and through its
DocuSigned by:

Rachael Fuller

2900A429AAF1462...

By Assistant County Administrator

(Legally designated representative)

Rachael Fuller

Name _____

(printed)

8/24/2023 | 09:46 PDT

Date _____

By _____

Name _____

(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____

Recipient's Legal Counsel

Date _____

Recipient Contact:

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

State Contact:

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

State of Oregon, by and through its
Department of Transportation

By *Marsha A. Hoskins*

Karyn Criswell

Public Transportation Division Administrator

Date 09/05/2023

APPROVAL RECOMMENDED

By Valerie Egon

Date 06/16/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____

Assistant Attorney General

Name Sam Zeigler by email

(printed)

Date 02/01/2023

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

EXHIBIT A**Project Description and Budget****Project Description/Statement of Work**

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

1. BACKGROUND

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

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

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

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

2. PROJECT DESCRIPTION

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

Signs, Shelters, and Amenities

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

Agreement No. 35614

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

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

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

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

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

Administration

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

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

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

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

Signs, Shelters, and Amenities

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

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

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

Administration

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

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

Expected project start date: July 1, 2023.

Expected project completion date: June 20, 2025.

4. PROJECT ACCOUNTING and MATCHING FUNDING

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

Signs, Shelters, and Amenities

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

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

5. REPORTING AND INVOICING REQUIREMENTS

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

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

Recipient will report milestones quarterly as follows:

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

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

Project Progress Reporting

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

Outcomes Achieved Reporting

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

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

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

Expenditures

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

FOR CAPITAL ASSET AGREEMENTS:

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

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

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

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

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

Reporting on Mitigation of Tax Impacts to Low-income Populations

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

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

Washington County, State of Oregon
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deadline for submission of the form and will include instructions for the proper completion and submittal of the form.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

<p>State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30</p> <p>And/Or</p> <p>STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.</p>	<p>State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871</p>		<p>Total State Funding \$216,908.00</p>
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<p>Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179</p>
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Agreement No. 35614

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

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

COMMERCIAL GENERAL LIABILITY.

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

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

AUTOMOBILE LIABILITY.

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

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

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

EXCESS/UMBRELLA LIABILITY.

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

Agreement No. 35614

limits of insurance.

ADDITIONAL INSURED.

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

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

"TAIL" COVERAGE.

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

NOTICE OF CANCELLATION OR CHANGE.

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

CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

1. GENERAL.

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

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and

Agreement No. 35614

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

2. TYPES AND AMOUNTS.

WORKERS COMPENSATION.

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

COMMERCIAL GENERAL LIABILITY.

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

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

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

AUTOMOBILE LIABILITY.

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

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

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

EXCESS/UMBRELLA LIABILITY.

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

ADDITIONAL INSURED.

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

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

WAIVER OF SUBROGATION.

Agreement No. 35614

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

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

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

5. STATE ACCEPTANCE.

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

For Administrative Use Only – Z99999

Supplier Name: ODOT

Actual Contract Number (CustomText4): 23-1317

Department (Location): LUT - Admin.

Contract Type: 8 Agreements

Contract Sub Type (Custom2Code): InterAgency Agreement

Minute Order Date: 11/29/2022

Minute Order Number: 23-314

Master Contract Number (CustomText1): 23-1317

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Revenue Contract

SHIP TO (LocShipTo): LUT - Admin.

BILL TO (LocBillTo): LUT - Admin.

Project Number (CustomText2): 100722

Chargeable Program Number (ChargeProgram): 209-607010

Contract Admin (Administrator): Ray Nielsen

Certificate Of Completion

Envelope Id: 38F4FD6D22D7480F8C238B3F80F10CB5

Status: Completed

Subject: Complete with DocuSign: 23-1317: ODOT

Source Envelope:

Document Pages: 21

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Connie Wilson

AutoNav: Enabled

155 N. First Ave, Suite 270

Envelope Stamping: Enabled

MS28

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Hillsboro, OR 97124-3087

Connie_Wilson@co.washington.or.us

IP Address: 204.147.152.14

Record Tracking

Status: Original

Holder: Connie Wilson

Location: DocuSign

8/24/2023 8:39:36 AM

Connie_Wilson@co.washington.or.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington County

Location: DocuSign

Signer Events

Rachael Fuller


Rachael_Fuller@washingtoncounty.or.gov

Assistant County Administrator

Security Level: Email, Account Authentication (None), Access Code

Signature

DocuSigned by:



2900A429AAF1462...

Signature Adoption: Pre-selected Style

Using IP Address: 204.147.152.5

Timestamp

Sent: 8/24/2023 8:41:10 AM

Viewed: 8/24/2023 9:46:03 AM

Signed: 8/24/2023 9:46:41 AM

Electronic Record and Signature Disclosure:

Accepted: 8/24/2023 9:46:03 AM

ID: eccc6534-e1b0-42fc-99ec-3c7d70adb401

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/24/2023 8:41:10 AM

Certified Delivered

Security Checked

8/24/2023 9:46:03 AM

Signing Complete

Security Checked

8/24/2023 9:46:41 AM

Completed

Security Checked

8/24/2023 9:46:41 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO SHI OBO Washington County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tina_hartmeier@co.washington.or.us

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

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

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

To request paper copies from Carahsoft OBO SHI OBO Washington County

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

To withdraw your consent with Carahsoft OBO SHI OBO Washington County

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

Agreement 35614 for Signature and Execution

Final Audit Report

2023-09-05

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

"Agreement 35614 for Signature and Execution" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)


2023-08-30 - 4:19:25 PM PDT

 Document created by Bianca SINFIELD (Bianca.SINFIELD@odot.oregon.gov)

2023-09-05 - 11:26:46 AM PDT

 Document emailed to Marsha HOSKINS (Marsha.HOSKINS@odot.oregon.gov) for signature

2023-09-05 - 11:28:19 AM PDT

 Email viewed by Marsha HOSKINS (Marsha.HOSKINS@odot.oregon.gov)

2023-09-05 - 11:39:44 AM PDT

 Document e-signed by Marsha HOSKINS (Marsha.HOSKINS@odot.oregon.gov)

Signature Date: 2023-09-05 - 11:40:25 AM PDT - Time Source: server

 Agreement completed.

2023-09-05 - 11:40:25 AM PDT

ATTACHMENT C

BUS STOP CAPITAL ASSET CONDITION ASSESSMENT FORM

Bus Stop Capital Asset Condition Assessment Form

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

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

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

City of Cornelius Agenda Report

To: Peter Brandom, City Manager

From: Terry Keyes, City Engineer

Date: September 3, 2024

Subject: Resolution No. 2024-48: Designating Streets Where Parking is Prohibited



Requested City Council Action: Approve resolution No. 2024-48.

Previous Council Action: None.

Relevant City Strategic Plan Goal(s): Goal 4: Ensure safety for all community members.

Background: With the adoption of new Cornelius Public Works Standards in 2016, design of new streets in Cornelius underwent a fundamental change. Street widths were narrowed and parking areas were established in concrete-paved parking bays. These measures were designed to slow traffic and reduce maintenance costs. However, at times of high parking demand, such as sporting events at Mariposa Park, people often park outside of parking bays and along curbs, where they are blocking travel lanes. Current laws make ticketing these vehicles difficult without the area being designated *no parking* and once a street is constructed, only the City Council can designate a *no parking* zone. This resolution strives to fix that problem by uniformly designating parking outside of parking bays or where streets are less than 28-feet wide as *no parking* zones. This will permit Public Works to sign the areas for no parking, thereby allowing enforcement of the no parking zones to preserve clear travel lanes.

Cost: None.

Advisory Committee Recommendation: No advisory committee action was taken or is required for this item.

Staff Recommendation: Approve Resolution No. 2024-48 as presented.

Proposed Motion: I make a motion to approve Resolution No. 2024-48, A RESOLUTION OF THE CORNELIUS CITY COUNCIL DESIGNATING STREETS WHERE PARKING IS PROHIBITED, and this action takes effect immediately.

Exhibit: Resolution No. 2024-48

RESOLUTION NO. 2024-48

A RESOLUTION DESIGNATING CERTAIN STREETS WHERE PARKING IS PROHIBITED

WHEREAS, in 2016 the City adopted new street standards resulting in narrower new streets where parking is restricted to specially constructed or designated parking bays; and

WHEREAS, on some narrow streets that are not signed for no parking, vehicles occasionally park along the curb in the travel lane; and

WHEREAS, if the street lacks ‘no parking’ signs, the police cannot issue citations to those vehicles parked in the travel lane; and

WHEREAS, section 10.05.020 of the Cornelius Municipal Code gives the City Council authority to establish ‘no parking’ areas on existing streets.

NOW, THEREFORE, THE CITY OF CORNELIUS RESOLVES AS FOLLOWS:

Section 1. On a street that has one or more parking bays, parking is prohibited anywhere except within the parking bays.

Section 2. On a street less than 28-feet wide that does not have a parking bay, parking is prohibited.

Section 3. This resolution is effective immediately upon its enactment by the City Council.

INTRODUCED AND APPROVED by the Cornelius City Council at their regular meeting this 3rd day of September, 2024.

City of Cornelius, Oregon

By: _____
Jeffrey C. Dalin, Mayor

Attest: _____
Rachael Patterson, City Recorder