



CITY COUNCIL MEETING

Monday, June 8, 2026
Community Auditorium, 1915 Main Street

Malynda Wenzl, Mayor

Mariana Valenzuela, Council President
Angel Falconer, Councilor
Donna Gustafson, Councilor

Michael Marshall, Councilor
Karen Martinez, Councilor
Brian Schimmel, Councilor

[TVCTV Livestream](#)

[Zoom Webinar](#) Meeting ID: 850 7572 2488 Passcode: 97116

EXECUTIVE SESSION

EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC. No formal decisions or actions will be taken. Representatives of the news media may attend some sessions, but may not disclose any information discussed, and may not attend sessions on labor negotiations per ORS 192.660(4). News media representatives can request a link to attend via Zoom by emailing the City Recorder's Office at: mwoods@forestgrove-or.gov

5:30 The Council will convene to hold an executive session: ORS 192.660(2)(i) to review and evaluate the employment-related performance of the City Manager.

6:00 The City Council will convene to hold an executive session: ORS 192.660(2)(d) to conduct deliberations with persons designated by governing body to carry on labor negotiations.

CITY COUNCIL WORK SESSION

No public comment will be taken. The Council will take no formal action.

6:20 Police Facility

Staff: Kim Ezell, Assistant City Manager

CITY COUNCIL MEETING

A. 7:00 - Call to Order

1. Roll Call
2. Land Acknowledgement
3. Pledge of Allegiance
4. **Larry Hatch Recognition**
5. **Juneteenth Proclamation**
6. **Gun Violence Awareness Month Proclamation**
7. **Pride Month Proclamation**

- B. Public Comment:** Time provided for anyone wishing to speak to City Council on an item not on the agenda or on the agenda but not scheduled for a public hearing. Comments are limited to 2 minutes unless additional time is granted by the Presiding Officer. The public comment period shall not exceed 30 minutes unless a majority of Councilors present vote to extend the time. Zoom attendees may use the “Raise Hand” option to be called on.
- C. Consent Agenda:** Items under the Consent Agenda are considered routine and will all be adopted with a single motion, without separate discussion. Councilors may remove items prior to the motion to adopt. Any removed items will be discussed and acted upon following the approval of the remaining items.
1. **RESOLUTION 2026-22 CONSENTING TO APPOINTMENTS TO CITY OF FOREST GROVE ADVISORY BOARDS, COMMITTEES AND COMMISSIONS**
 2. Make Appointment to Metropolitan Area Communications Commission (MACC)
 3. City Council Support Letter for BRIC Grant Application
- D. Additions/Deletions**
1. City Manager
 2. Proposed by Councilors
- E. Presentations:** The Council will hold questions until the end of each presentation.
- F. 7:20 Public Hearings, Ordinances, and Resolutions**
1. **RESOLUTION 2026-23 APPROVING THE COOPERATIVE OPERATING AGREEMENT (AGREEMENT) BETWEEN THE CITY OF FOREST GROVE AND WASHINGTON COUNTY, ON BEHALF OF THE WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS), AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT, COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2031**
Staff: Colleen Winters, Library Director
 2. **RESOLUTION 2026-24 APPROVING THE COOPERATIVE GOVERNANCE AGREEMENT (AGREEMENT) BETWEEN THE CITY OF FOREST GROVE AND WASHINGTON COUNTY, ON BEHALF OF THE WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS), AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT, COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2031**
Staff: Colleen Winters, Library Director
 3. **RESOLUTION 2025-25 APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF TIGARD AND THE CITY OF FOREST GROVE FOR JOB-SHARE INFORMATION TECHNOLOGY SUPPORT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**
Staff: Kim Ezell, Assistant City Manager

4. **RESOLUTION 2026-26 TRANSFERRING APPROPRIATIONS WITHIN VARIOUS FUNDS FOR PUBLIC WORKS AND LIGHT & POWER FOR FISCAL YEARS 2025-26 AND 2026-27**

Staff: Kim Ezell, Assistant City Manager

5. **RESOLUTION 2026-27 FIXING SOLID WASTE RATES TO BE CHARGED BY FRANCHISEE IN THE CITY OF FOREST GROVE EFFECTIVE JULY 1, 2026 AND REPEALING RESOLUTION NO. 2025-35**

Staff: Jesse VanderZanden, City Manager

G. 7:45 Council Communications:

1. Councilor Reports
 - a. Mariana Valenzuela (LC, CDBGPAB)
 - b. Angel Falconer (HLB, JWC, CCEESC, Chamber of Commerce)
 - c. Donna Gustafson (PAC, RWPCB, WCCCA)
 - d. Michael Marshall (CFC, P&R)
 - e. Karen Martinez (FGRFPD, SCC, FGSCC)
 - f. Brian Schimmel (CCE, EDC, TVHSC)
2. City Manager's Report
3. Mayor's Report (WCCC, R1ACT, MMC, WCC&MG, WCMG, MYAC)

H. 8:15 Adjournment

CITY COUNCIL WORK SESSION

No public comment will be taken. The Council will take no formal action.

8:15 Enterprise Zone

Staff: Kim Ezell, Assistant City Manager; Jesse VanderZanden, City Manager

Americans with Disabilities Act (ADA) Notice: The City is committed to providing equal access to public meetings. Requests for accommodation can be submitted to the City Recorder at least 48 hours before the meeting at: mwoods@forestgrove-or.gov or 503-992-3235



Police Facility Bond

Work Session, City Council

Kim Ezell, Assistant City Manager

Jesse VanderZanden, City Manager

June 8, 2026

AGENDA

Purpose

Background

Polling Results Recap

May 2026 Election Results

Bond Structure Considerations

PURPOSE

Provide an update to Council on the outcomes of May 2026 municipal funding measures

Reach Council consensus on bond structure for staff to draft ballot language for Council review on June 22.

2040 VISION PLAN

4



Goal: Community Growth

Outcome: Improve public safety response in Forest Grove

Actions: 2.17: Build a new police facility

BACKGROUND: POLICE FACILITY

5

2015-16	Needs Assessment & Concept Design
2018	Property Purchase 19th and Birch
2019-21	Alternatives Analysis and 10% Design <ul style="list-style-type: none">• Determined new facility most cost effective• Value engineered from 25.5k SF to 21.5K SF
2021-22	COVID, consensus not to ballot
2023-24	Reached 35% Design
May '25	BM 34-343 issuing \$29.5m in bonds failed Yes: 47.75%, No: 52.25%
Nov '25	Value engineered \$1.4 million in savings, keeping bond at \$29.5m
Jan '26	Reviewed polling results. Consensus to consider Nov. 2026 ballot.
Feb '26	Applied for \$3 million state grant. Not successful.
Mar '26	Council consensus to place bond on Nov. 2026 ballot

BACKGROUND: BALLOT TIMELINE

2026 Election Timelines	NOV '26
Polling	Jan 26
Resolution approving ballot title, question and summary	Jul 13
Last day for ballot title	Aug 14
SEL 802 Notice of Measure / Explanatory Statement	Sept 3
Last day to file arguments	Sept 7
Ballots mailed	Oct 14
Election Day	Nov 3

BALLOT CONSIDERATIONS: NOV 2026

7

- “Big” ballot / general election year:
 - Mayor / City Councilors
 - County Commissioners (unless 50% in primary)
 - Governor, State Senate and House
 - U.S. Senate and House Election
- 1.5 years since police facility ballot
- 6 months from City operating levy (May 2027)
- Younger electorate / higher voter turnout
- Would allow for communications plan over the summer
- Would not require re-costing police facility

POLLING RECAP

- Poll done by Patinkin Research Strategies (attached)
- Sample size of 400 likely voters, +/- 4.9% accuracy
- Summary: bond could pass but requires a robust campaign
- Strongly recommends only one local revenue measure per ballot, i.e., do not place the police facility and operational levy on the same ballot.
- Operations levy normally placed on ballot 3 election cycles prior to expiration. Levy expires June 30, 2028.

There are distinct gaps in the electorate based on gender and partisanship in particular—Republicans provide our base at the outset



	Yes	No	Don't Know	Yes Margin
Men	41%	44%	16%	-3
Women	49%	34%	18%	+15
Under age 50	39%	40%	21%	-1
Over age 50	47%	38%	15%	+9
Over age 70	40%	42%	18%	-2
West	46%	40%	13%	+6
East	43%	35%	22%	+8
Democrats	37%	45%	17%	-8
Non-affiliated voters (NAV)	43%	35%	23%	+8
Republicans	57%	32%	12%	+25
TOTAL	45%	38%	17%	+7

Having heard this, if the election were held today, would you vote "yes" or "no" on this bond measure?

MAY 2026 ELECTION RESULTS

10

Statewide

- 69 total funding measures by local government (City, County, School District, and Special District)
 - 12 bond measures (8 passed; of 3 City bond measures, 1 passed)
 - 52 levy measures (34 passed; of 5 City levy measures, 2 passed)
 - 5 tax measures (4 passed; no City tax measures)
- Statewide gas tax referendum failed 83% No to 17% Yes

MAY 2026 ELECTION RESULTS

11

Portland Metro

- Tigard police/public works facility bond failed 62% No to 38% Yes
- Lake Oswego fire station bond passed 69% Yes to 31% No
- Newberg School District operations levy failed 58% No to 42% Yes
- Clackamas County Sheriff's operations levy failed 62% No to 38% Yes
- Multnomah County historical society levy passed 62% Yes to 38% No
- Tualatin Hills Parks and Rec facility bond passed 56% Yes to 44% No

2 of 3 bonds passed and 3 of 6 funding measures passed

MAY 2026 ELECTION RESULTS

12

Notes

Higher voter turnout than expected: 41% far exceeds the past three non-presidential primaries

From the Oregonian: *“The primary driver of the higher turnout was a spike in voting by unaffiliated voters, a development experts attribute to those voters’ ability to say “no” to the wildly unpopular measure that would have hiked state gas tax and transportation fees for road maintenance.”*

BOND STRUCTURE CONSIDERATIONS

13

For staff to draft bond language that meets state requirements, Council should reach consensus on bond structure.

The key consideration for Council this evening is the total term of the bond.

- A shorter-term bond has a higher tax rate, but lower cost over the life of the bond
- A longer-term bond has a lower tax rate, but higher cost over the life of the bond

The previous ballot measure in May 2025 had a 20-year term

BOND STRUCTURE CONSIDERATIONS

Discussion – What is Council consensus on bond structure?

Term Length	Levy rate*	Approximate Monthly Cost*	Approximate Yearly Cost*	Total Cost Over the Term of the Bond*
20-year	0.6881	\$15	\$175	\$46.1 million
25-year	0.5796	\$12	\$147	\$51.8 million
30-year	0.5062	\$11	\$129	\$57.9 million

*Assuming assessed value of \$254,000, same bond amount as last election, and AA bond rating

COMMUNICATIONS PLAN



POLICE FACILITY
BOND
NOVEMBER 2026



BONO
EDIFICIO POLICIAL
NOVIEMBRE 2026

June-July

Farmer's Market outreach
Outreach at events through the summer
Police Community BBQ
Facility tours

August

Ballot measure referred to voters
Transition to neutral messaging
National Night Out

September-November

Mailer
CCE Community Open House
Public Safety Open House
Outreach at events

Thank you!

BACK UP SLIDES



City of Forest Grove Police Station Survey

**PATINKIN
RESEARCH
STRATEGIES**



- **A survey of n=400 likely November 2026 voters in the City of Forest Grove was conducted via live phone. Telephone interviews were conducted via both landline and cell phone.**
- **A voter file sample was used and quotas were implemented to reflect a likely November 2026 electorate.**
- **Interviews were conducted January 5-8, 2026.**
- **The overall margin of error is +/-4.9%. The margin of error for subgroups varies and is larger.**
- **Throughout this report we refer to “younger” and “older” voters. Younger voters are under age 50 and older voters are age 50 and up.**
- **Throughout this report we also refer to “targets.” Targets are defined as voters who start out undecided or are voting “yes, not strongly” on the bond.**
- **Region breakouts by precinct:**
 - **West: Precinct 340**
 - **East: Precinct 339**

City voter demographics:



	All Registered Voters	Likely May 2026 Voters	Likely November 2026 Voters
Male	46%	45%	45%
Female	50%	53%	53%
Under 50	54%	29%	44%
Over 50	46%	71%	56%
Over 70	18%	35%	24%
Democrats (reg.)	30%	44%	37%
NAV/Other (reg.)	48%	22%	34%
Republicans (reg.)	22%	34%	29%

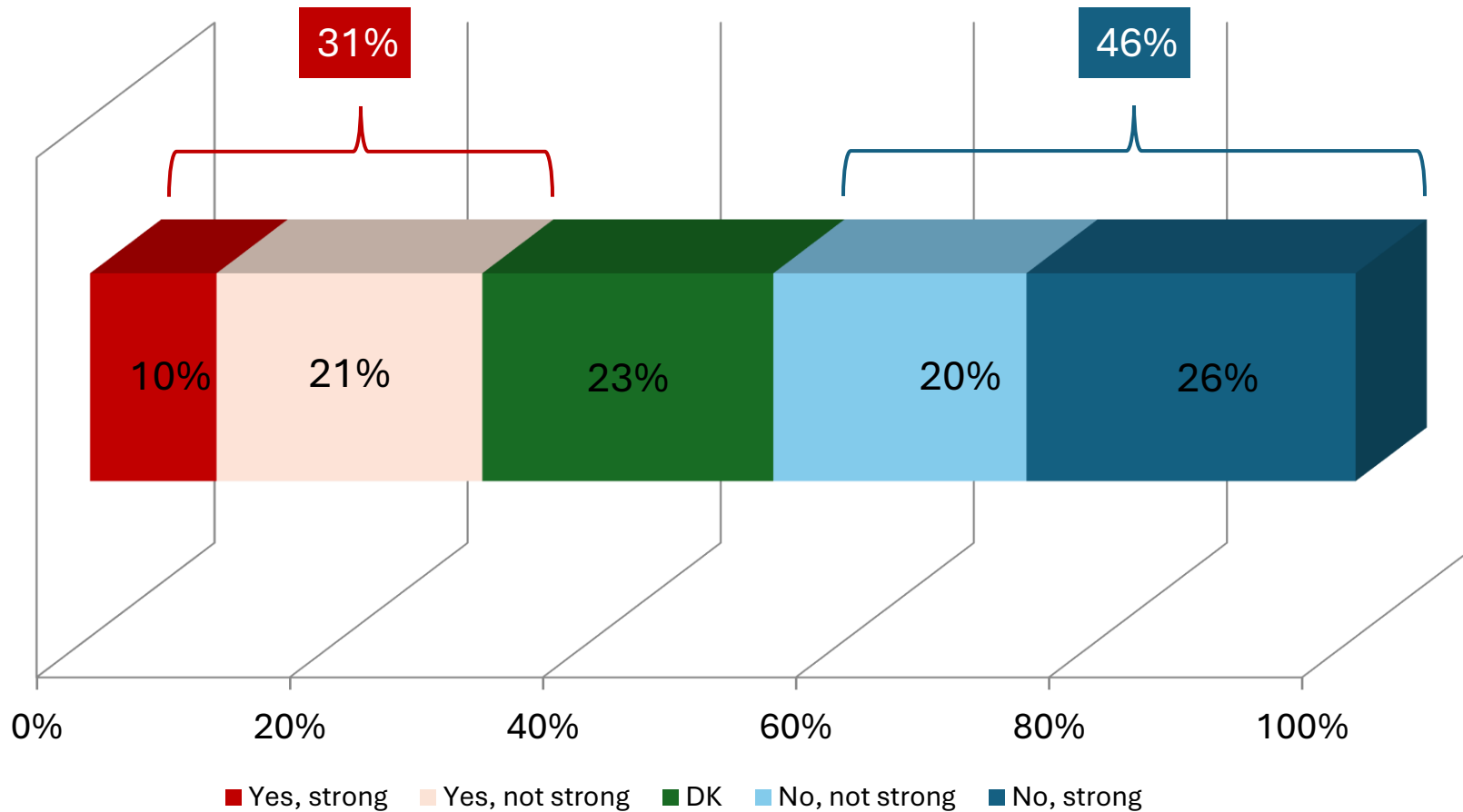


Where We Start

Nearly half (46%) say the current police station does not meet the needs of the community



However, nearly a third of those who say the building is inadequate still indicate they will be voting “no” on the bond.



	Net yes	Don't know	Net no
“Yes” on bond	27%	7%	44%
“No” on bond	66%	27%	32%
Undecided	8%	65%	24%

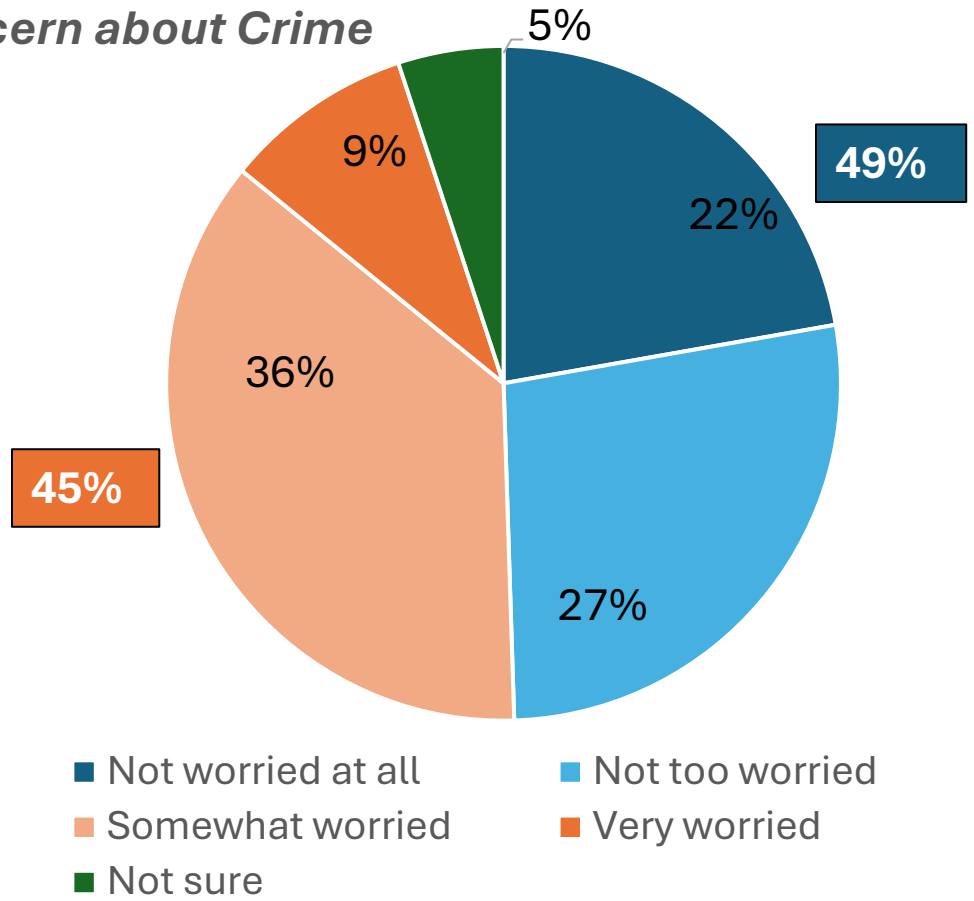
Do you believe the building that houses the City of Forest Grove's police department meets the needs of the community for public safety and policing?

Voters are divided over concerns about crime in Forest Grove—many of our targets are less likely to indicate crime is a worry, something to consider when thinking about tone



Worries about crime are a decent indicator of vote choice on the bond.

Concern about Crime



Most likely to be net “not worried:”

Men under age 50	63%
Under age 40	61%
Democrats, no college	61%
NAV, no college	57%
No college women	57%
Democratic men	55%
Older Democrats	55%
Over age 70	54%
Net worried	49%

Most likely to be net “worried:”

GOP women	62%
Older Republicans	57%
Women, college+	57%
Ages 60-69	56%
Older, college+	56%
Republicans, college+	52%
Net worried	45%

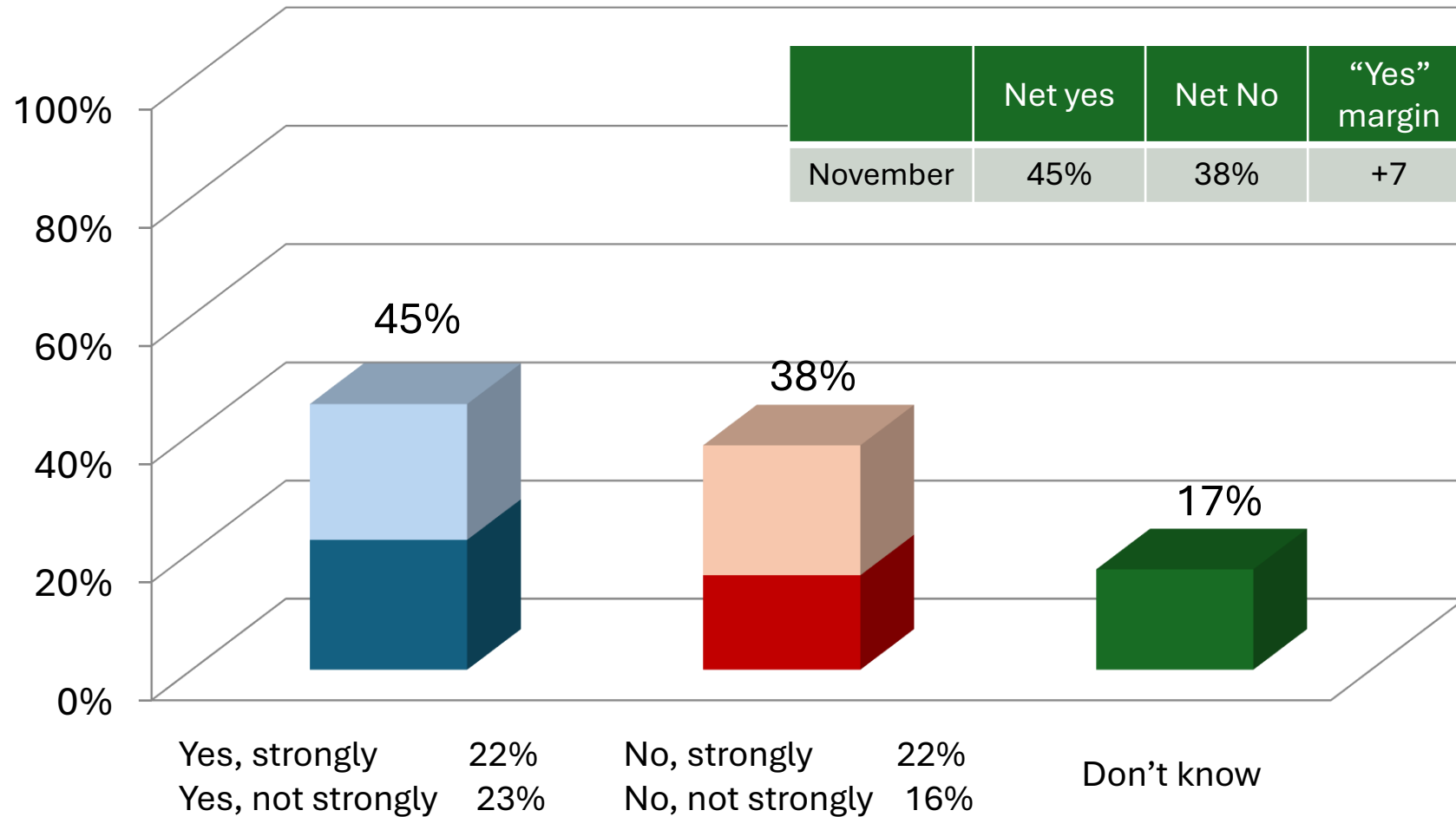
Overall, how worried are you about crime in your community-are you very worried, somewhat worried, not too worried, or not worried at all?

	Net worried	Don't know	Net not worried
“Yes” on bond	58%	42%	33%
“No” on bond	40%	48%	62%
Undecided	2%	11%	5%

Bond language receives plurality support



Support and opposition are similar whether we target a May or November election.

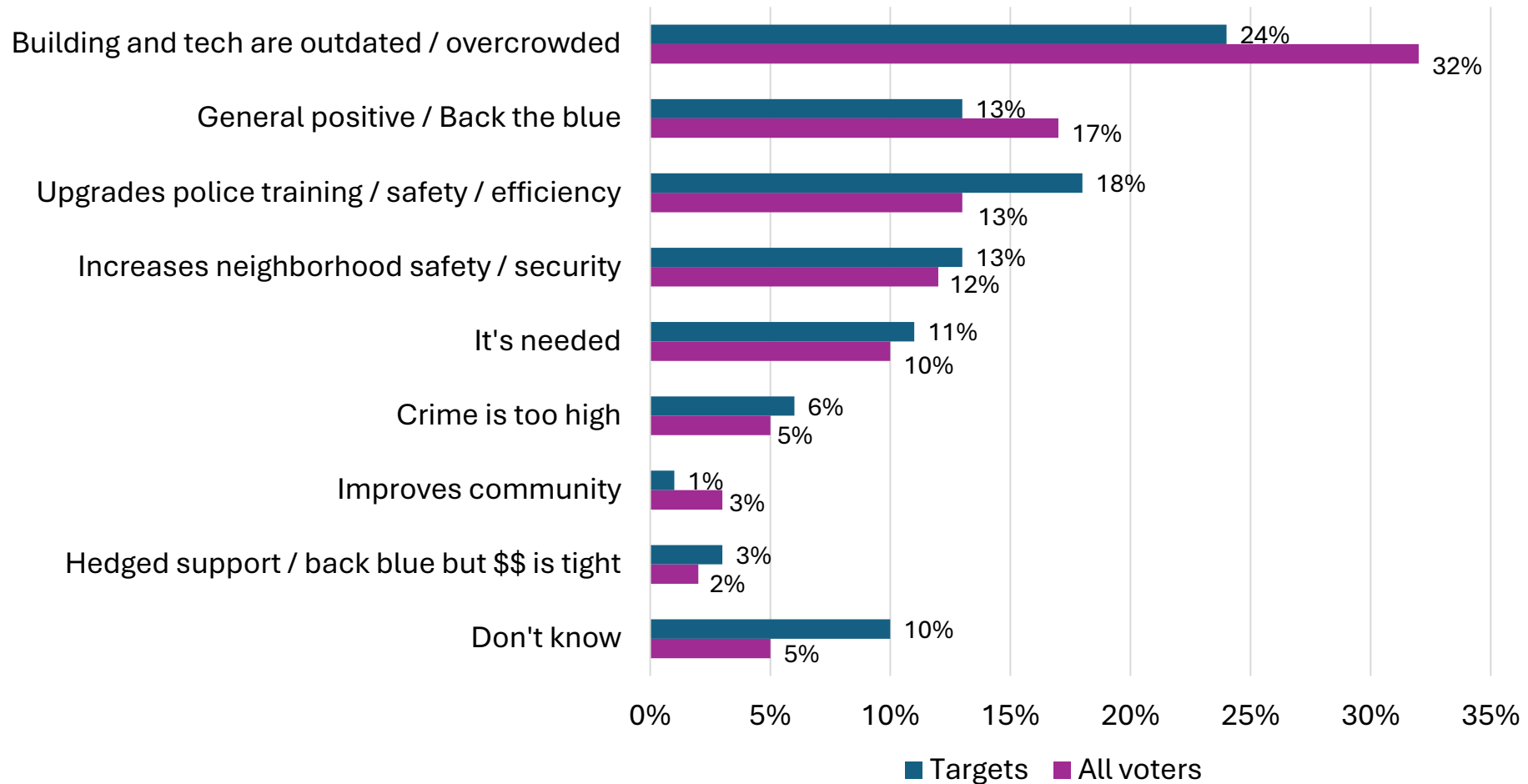


The City of Forest Grove may place a bond measure on the November 2026 ballot which may read:

“Bonds to construct police facility, improve public safety, emergency preparedness. Shall Forest Grove construct police facility to improve public safety, emergency preparedness, by issuing \$29 point five million dollars in bonds?”

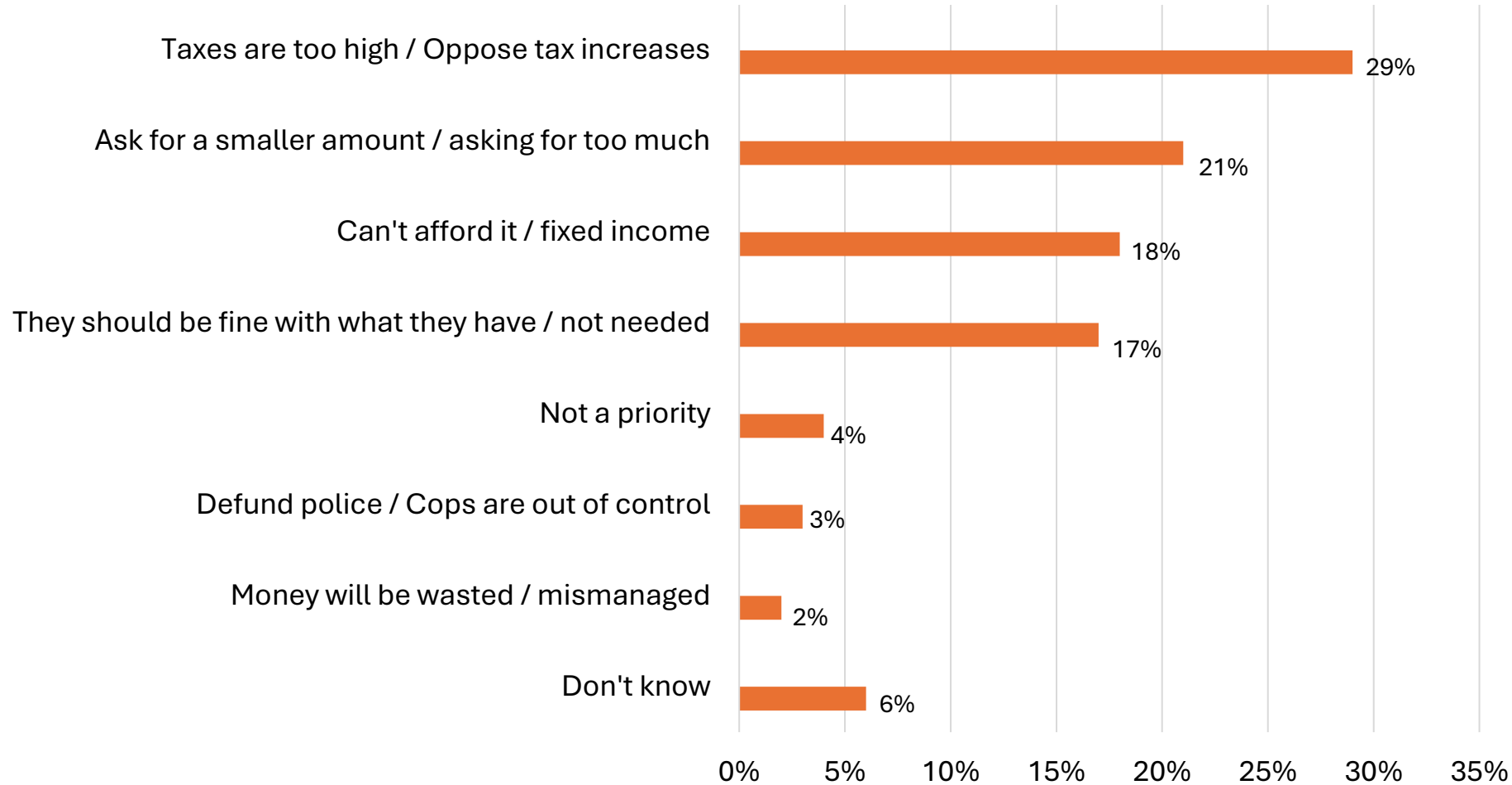
Having heard this, if the election were held today, would you vote “yes” or “no” on this bond measure?

Top reason to support the bond among targets and voters as a whole is the outdated, inadequate status of the current facility



What makes you feel that way?
Note: Open ended question asked only among voters who indicated they would vote “yes” on the bond. [n=180]

Antipathy towards taxes generally, the size of the bond in particular, and pocketbook concerns drive opposition



What makes you feel that way?

Note: Open ended question asked only among voters who indicated they would vote “no” on the bond. [n=153]



Message Strategy

Summary statement offered to respondents:

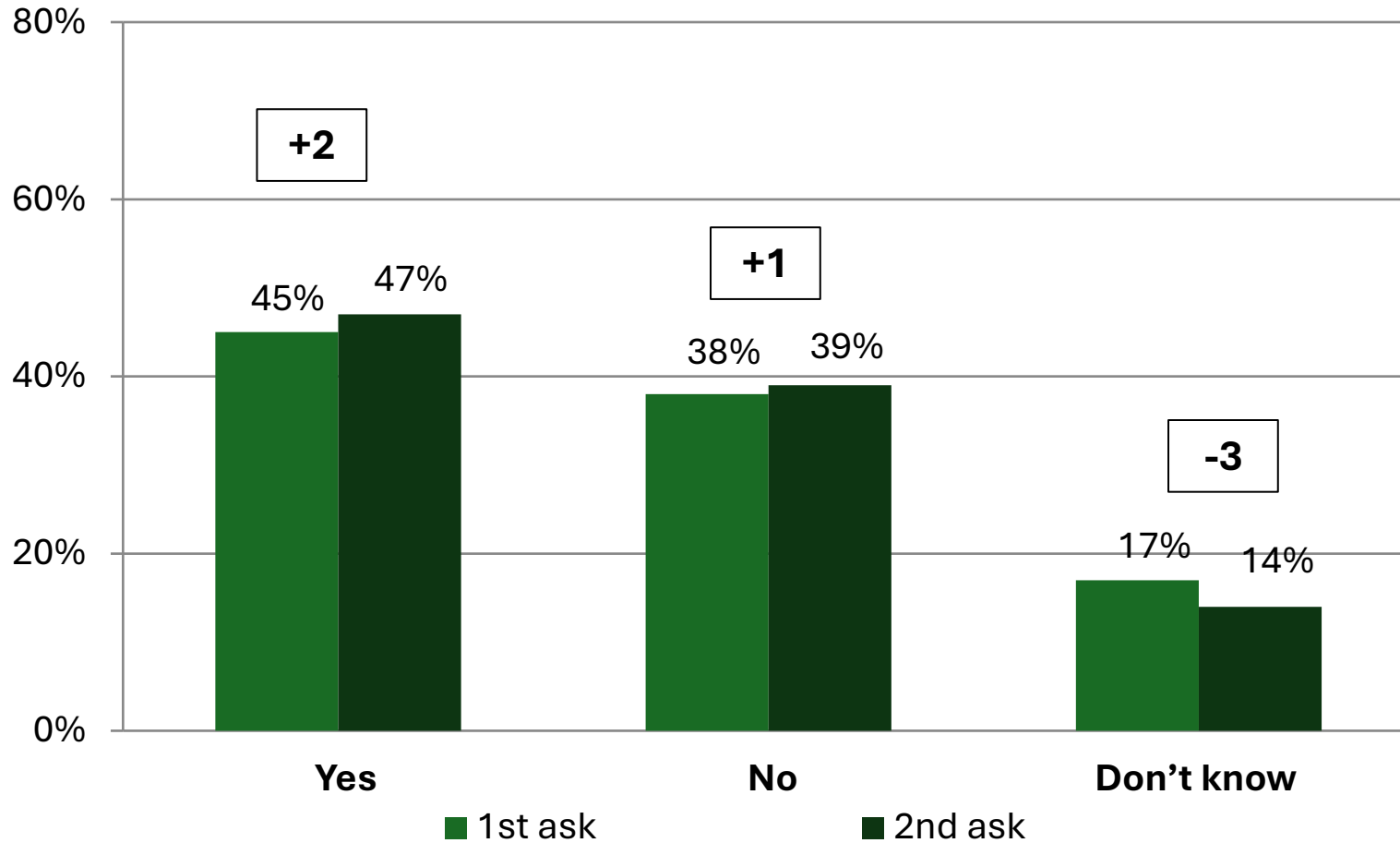


Let me tell you a little more about the proposed bond that would allow the construction of a police station to improve public safety and emergency preparedness.

The bond is designed to replace the existing Forest Grove Police Station with an up-to-date public safety center. The existing police station was built in the 1970s, when both the police force and population of Forest Grove was about a third of the size that it is now. An updated public safety center would significantly enhance our police force's ability to maintain public safety by better securing the facility, adding safety features, improving evidence storage, adding interview rooms for crime victims and suspect interrogations that reflect best practices in policing, and by more safely securing police vehicles, equipment, and firearms. The bond would also allow the police station to be in compliance with modern seismic and A-D-A accessibility standards. The bond will cost the average homeowner an additional \$22 per month.

Having heard this, would you vote “yes” or “no on this proposed bond?”

No significant movement after voters learn what they're buying and the cost per month



Having heard this, would you vote “yes” or “no on this proposed bond?”

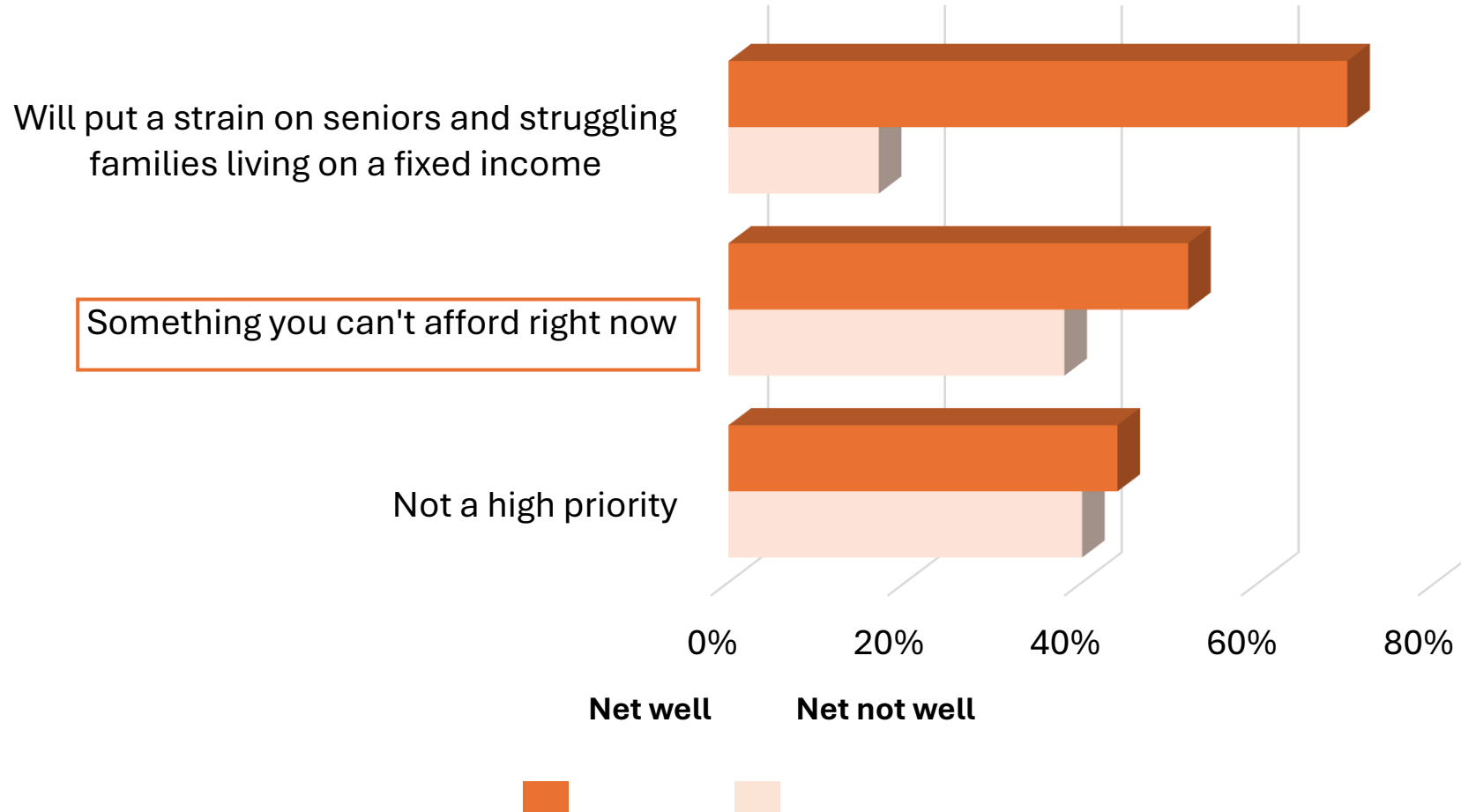
Top tier bond projects highlight the importance of accountability, safety, and access when talking about the police station



Independent audits appear in regression modeling as a driver of support.

	Favor, strongly	Net Favor
[ACCESS] Ensures A-D-A accessibility - also known as the Americans with Disabilities Act - so that all residents, employees, and visitors can have equal access to the city's police station	41%	66%
[ACCOUNTABILITY] Allows the city to sell the old police facility and use the proceeds to pay down debt once construction is complete	40%	64%
[SAFETY] Ensures the separation of adult and juvenile offenders	34%	64%
[SAFETY] Updates fire protection and electrical systems, replaces aging and inefficient H-VAC systems, and addresses water intrusion issues	31%	64%
[SAFETY] Creates a secure dedicated armory for storage of firearms	31%	64%
[ACCOUNTABILITY] Includes built in accountability mechanisms such as independent auditing, citizen oversight, and would require that 100 percent of measure proceeds be spent on construction of a new police facility	29%	63%

Voters are very worried about the impact the bond will have on struggling families and those on fixed incomes



I'm going to read you a list of words and phrases that people use to describe bond measures. After each, please tell me whether you think it describes the bond measure to build a new police and public works facility in the City of Tigard, very well, pretty well, not too well, or not well at all. If you don't know how well a word or phrase describes this measure, please tell me that, too, and we will move on.

Note: Items backed in blue are drivers of opposition to the bond based on regression modeling.

The best performing messages stress accountability, accessibility, the efficiency for emergency responders, protecting juvenile offenders and safe storage



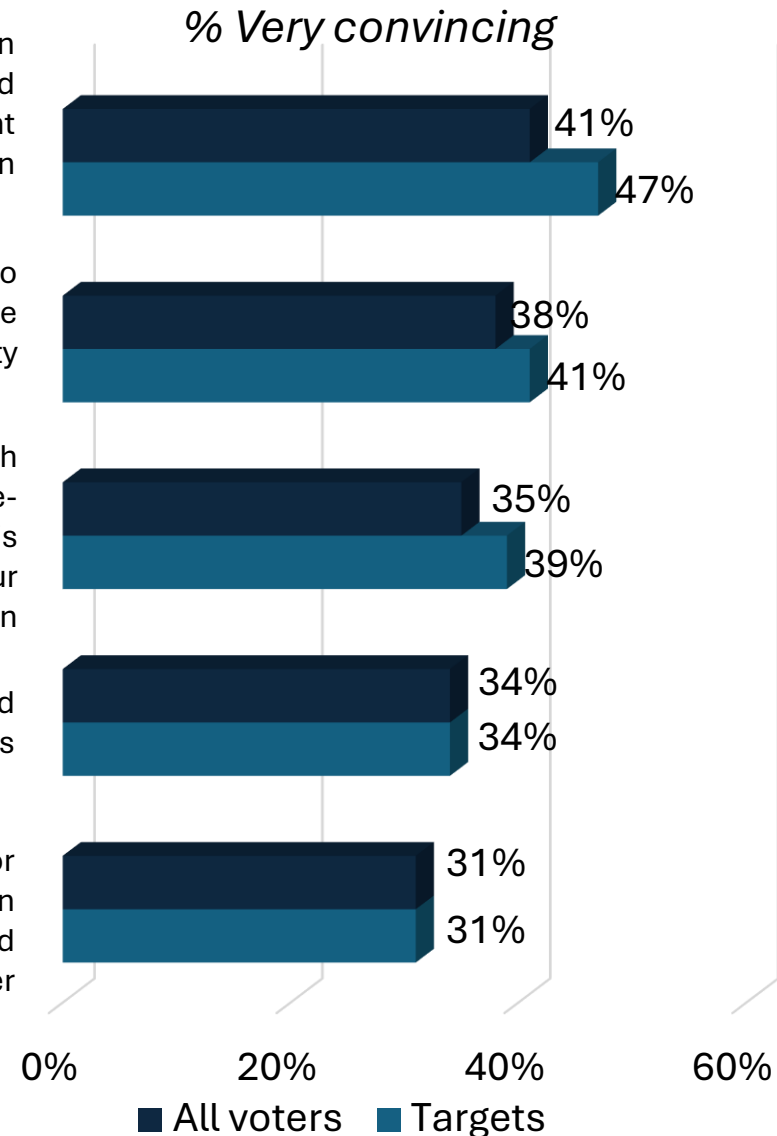
[ACCOUNTABILITY] This proposal was structured with the cost to taxpayers in mind. The city and a team of volunteers spent years working together worked together to identify a project that meets the needs of the city police department while staying within an affordable price. This includes selling the old police station once construction is complete and using the proceeds to pay down the city’s debt

[ACCESSIBILITY] Because our city facilities were built many decades ago, they do not meet existing accessibility requirements for disabled residents. This measure ensures all residents, employees, and visitors can have equal access to city facilities—regardless of their age or physical abilities

[PARKING] The current city police station does not have adequate parking for both police vehicles and equipment. This means that police vehicles are often double-parked, making it more difficult to respond quickly in the case of an emergency. This measure will help protect public property, maintain a safe, secure perimeter for our law enforcement officers, and allow the police to respond more efficiently when they’re needed

[JUVENILES] The current Forest Grove police station is so small and overcrowded that adults charged with serious crimes are being held in the same space as juvenile curfew violators waiting for their parents to pick them up

[STORAGE] Due to a lack of space, police firearms, ammunition, and evidence for criminal investigations are stored in locker rooms, basements, and even in temporary buildings in the parking lot. Not only is this not standard procedure and unsafe, it can also lead to negative impacts on evidence due to risk of water exposure and lack of a temperature-controlled climate



Net “Convincing” All Voters Targets

67% 85%

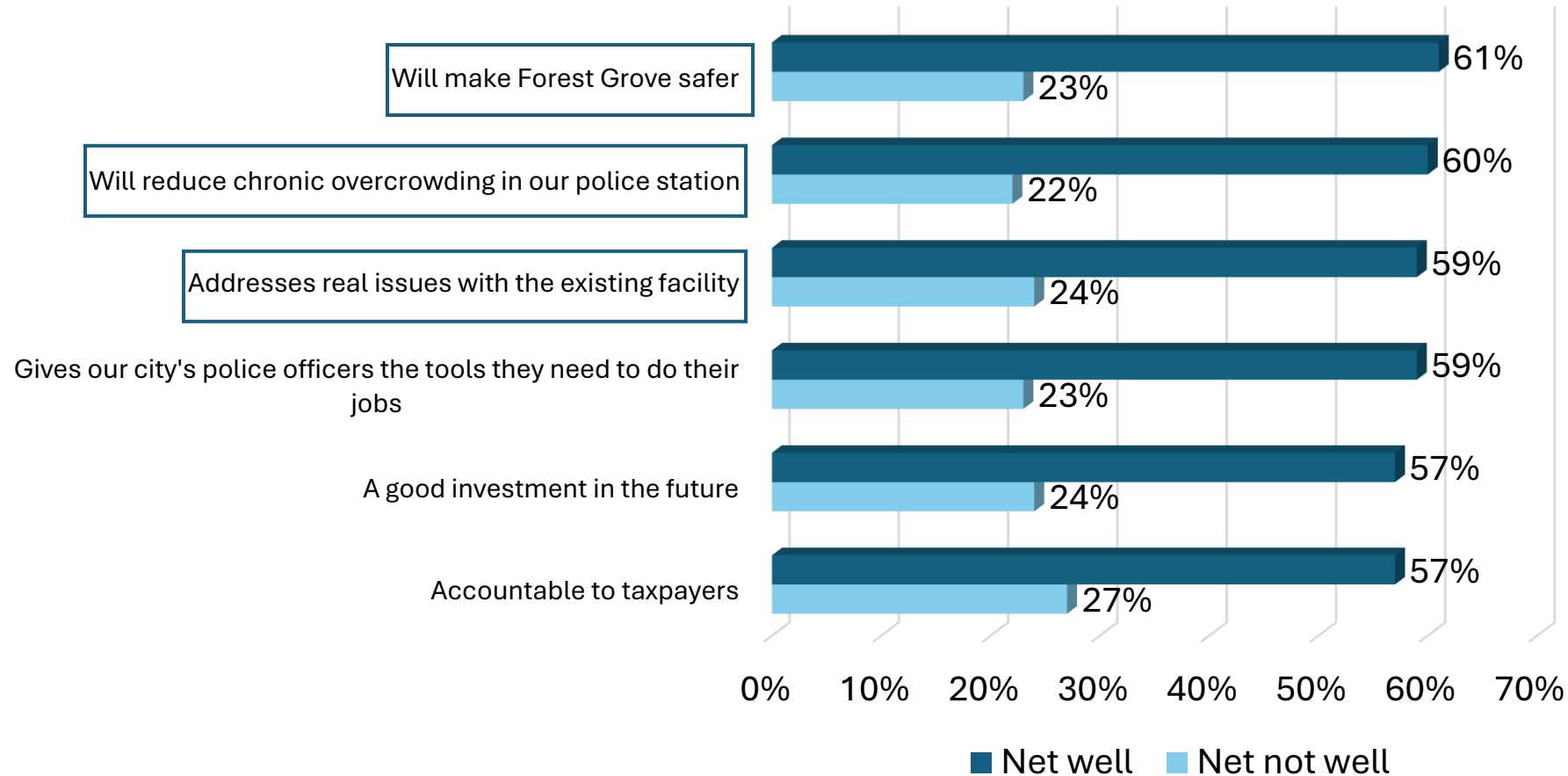
68% 88%

64% 90%

67% 87%

65% 79%

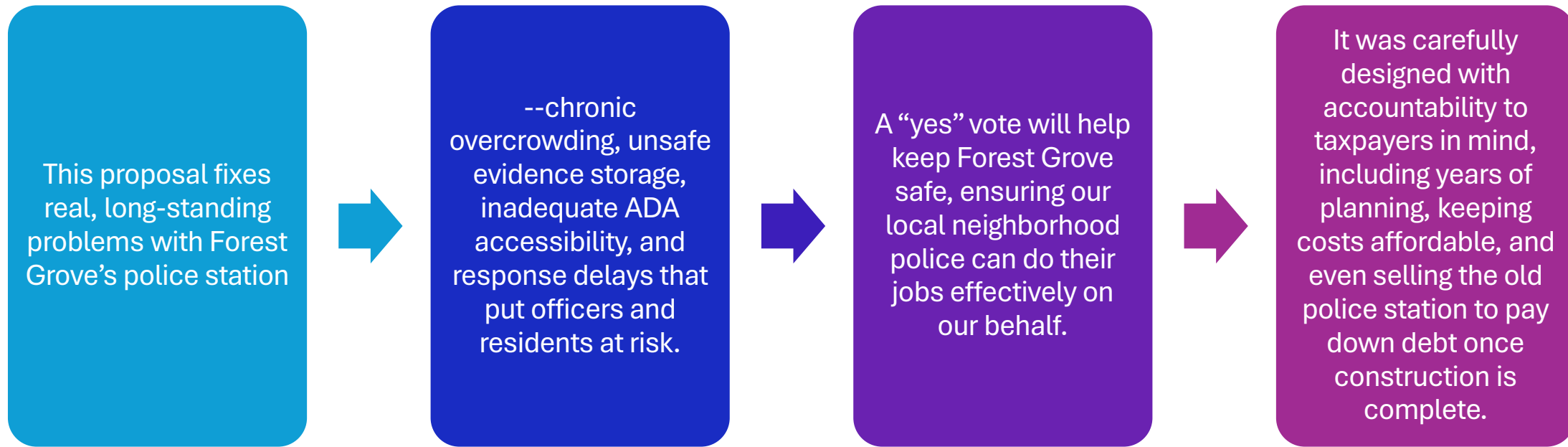
After messaging, stickiest trait characteristics for the bond focus on making Forest Grove safer by addressing real issues like reducing chronic overcrowding in the station



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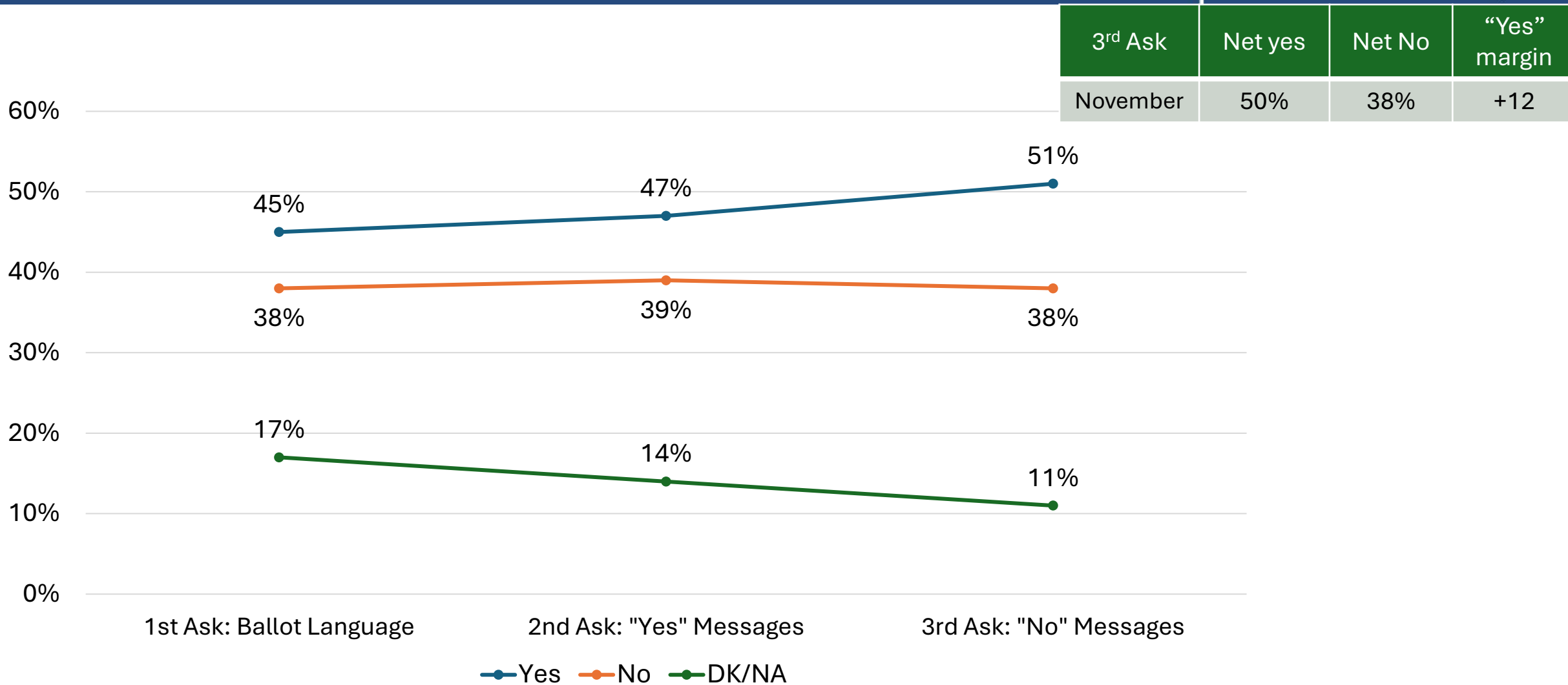
NOTE: traits boxed in BLUE driver support for the bond based on regression modeling

Hypothetical message frame based on top performing messages and bond items:



Note: this frame was arrived at through a combination of top tier messaging and regression analysis.

After voters learn more about the bond, support increases to just above a majority



Sometimes over the course of a survey people change their minds. Let me ask you again: the City of Forest Grove may place a bond measure on the November 2026 ballot which may read: "Bonds to construct police facility, improve public safety, emergency preparedness. Shall Forest Grove construct police facility to improve public safety, emergency preparedness, by issuing \$29 point five million dollars in bonds?" Having heard this, if the election were held today, would you vote "yes" or "no" on this bond measure?



Questions? Please reach out!

ben@patinkinresearch.com

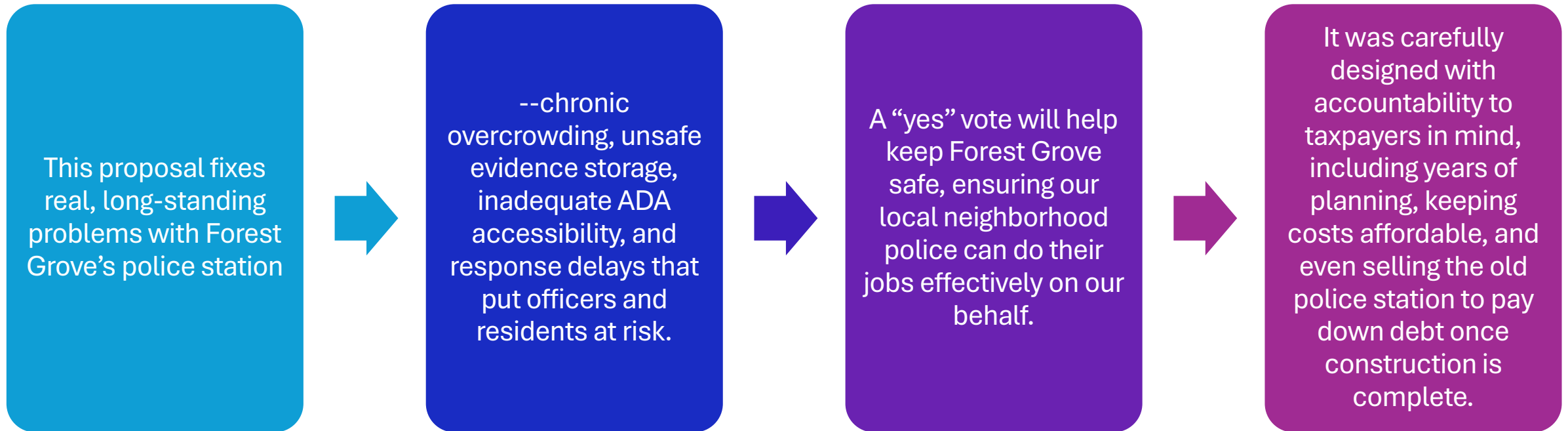
m: 503-317-5486

maggie@patinkinresearch.com

m: 503-577-5007

POLLING RECAP

Hypothetical Message:



BALLOT CONSIDERATIONS: MAY 2027

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8

- “Small” ballot / non-election year
- City Operating Levy
- Not recommended to have to have two local revenue measures on same ballot
- Would need to re-evaluate police facility costs
- Two years since police facility ballot
- Older electorate / lower voter turnout



PROCLAMATION

WHEREAS, on June 19, 1865, more than two years after the issuance of the Emancipation Proclamation, Union soldiers arrived in Galveston, Texas to spread the news that slavery in the United States had ended; and

WHEREAS, June 19th was coined Juneteenth and became a time of joyous celebration for freed slaves and their descendants, commemorated through family cookouts, faith services, music, storytelling, and the color red as a symbol of resilience; and

WHEREAS, Juneteenth celebrates the end of slavery, recognizing the high price Black Americans have paid for civil rights and equal access, and is an occasion to honor and reflect on the significant contributions of Black Americans to our Nation; and

WHEREAS, Juneteenth evolved into a way for Black Americans to pay homage to ancestors and celebrate Black culture, liberation, and achievements, living on to become the longest-running Black American holiday, with this year marking its 160th anniversary; and

WHEREAS, this nationally recognized holiday is an opportunity to celebrate human freedom, reflect on the grievous and ongoing legacy of slavery, and rededicate ourselves to rooting out the systemic racism that continues to afflict our society as we strive to deliver the full promise of freedom and equality for all Americans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST GROVE DOES HEREBY PROCLAIM JUNE 19, 2026, AS

Juneteenth

In Forest Grove, Oregon, Washington County, and urge all citizens to become more aware of the significance of this celebration in Black history and in the heritage of our nation. It is our responsibility to ensure racial justice and equity in Forest Grove and the world.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Forest Grove, Oregon, to be affixed this 8th day of June, 2026.

Malynda H. Wenzl, Mayor, City of Forest Grove

PROCLAMACIÓN

CONSIDERANDO QUE, el 19 de junio de 1865, más de dos años después de la promulgación de la Proclama de Emancipación, soldados de la Unión llegaron a Galveston, Texas, para difundir la noticia del fin de la esclavitud en Estados Unidos; y

CONSIDERANDO QUE, el 19 de junio, conocido como *Juneteenth*, se convirtió en una fecha de alegre celebración para los esclavos liberados y sus descendientes, conmemorada con comidas familiares, servicios religiosos, música, narración de historias y el color rojo como símbolo de resistencia; y

CONSIDERANDO QUE, *Juneteenth* celebra el fin de la esclavitud, reconociendo el alto precio que los afroamericanos han pagado por los derechos civiles y la igualdad de acceso, y es una ocasión para honrar y reflexionar sobre las importantes contribuciones de los afroamericanos a nuestra nación, y

CONSIDERANDO QUE, *Juneteenth* se convirtió en una forma para que los afroamericanos rindieran homenaje a sus antepasados y celebraran la cultura, la liberación y los logros de la comunidad negra, convirtiéndose en la festividad afroamericana más longeva, que este año celebra su 160.º aniversario, y

CONSIDERANDO QUE, esta festividad reconocida a nivel nacional es una oportunidad para celebrar la libertad humana, reflexionar sobre el doloroso y persistente legado de la esclavitud y renovar nuestro compromiso de erradicar el racismo sistémico que sigue afligiendo a nuestra sociedad, mientras nos esforzamos por cumplir la promesa plena de libertad e igualdad para todos los estadounidenses.

AHORA, POR TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE FOREST GROVE PROCLAMA POR LA PRESENTE EL 19 DE JUNIO DE 2026, COMO

Juneteenth

En Forest Grove, Oregon, en el Condado de Washington, exhortamos a todos los ciudadanos a tomar mayor conciencia sobre el significado de esta celebración en la historia de la comunidad afroamericana y en el legado de nuestra nación. Es nuestra responsabilidad garantizar la justicia racial y la equidad en Forest Grove y en el mundo.



EN TESTIMONIO DE LO CUAL, he suscrito la presente y he hecho que el sello de la Ciudad de Forest Grove, Oregon, se emplace en este día 8 de junio de 2026.

Malynda H. Wenzl, Alcaldesa, Ciudad de Forest Grove



PROCLAMATION

WHEREAS, gun violence touches every segment of our society and impacts people of all ages; it increases the probability of death in incidents of domestic violence; raises the likelihood of fatality by those who intend to injure others and among those who attempt suicide; it places children and young people at increased risk of physical harm and injury; and disproportionately affects communities of color; and

WHEREAS, the 12th National Gun Violence Awareness Day is June 5, 2026, and honors the many lives that have been cut short by gun violence in our country and supports efforts to reduce gun-related crimes in the United States; and

WHEREAS, it is important to recognize community organizations which assist families that have been directly impacted by gun violence and provide a continuum of care to grieving parents or spouses who must continue to provide for surviving family members; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns out of the hands of dangerous people; and

WHEREAS, the City supports continued statewide efforts to strengthen gun safety laws and educate the community on safe gun storage.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST GROVE DOES HEREBY PROCLAIM JUNE 2026, AS

Gun Violence Awareness Month

In Forest Grove, Oregon, Washington County, and urge all citizens, businesses, organizations, and agencies to work collaboratively to reduce gun violence in our community.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Forest Grove, Oregon, to be affixed this 8th day of June, 2026.

Malynda H. Wenzl, Mayor, City of Forest Grove

PROCLAMACIÓN

CONSIDERANDO QUE, la violencia armada afecta a todos los sectores de nuestra sociedad e impacta a personas de todas las edades; aumenta la probabilidad de muerte en incidentes de violencia doméstica; incrementa la probabilidad de resultados fatales tanto entre quienes intentan dañar a otras personas como entre quienes intentan suicidarse; expone a niños, niñas y jóvenes a un mayor riesgo de sufrir daños físicos y lesiones; y afecta de manera desproporcionada a las comunidades de color; y

CONSIDERANDO QUE, el 12.º Día Nacional de Concientización sobre la Violencia Armada se conmemora el 5 de junio de 2026, y honra las numerosas vidas que han sido truncadas por la violencia armada en nuestro país, además de apoyar los esfuerzos para reducir los delitos relacionados con armas de fuego en los Estados Unidos; y

CONSIDERANDO QUE, es importante reconocer a las organizaciones comunitarias que brindan apoyo a las familias afectadas directamente por la violencia armada y que ofrecen una atención continua a padres, madres o cónyuges en duelo que deben seguir sosteniendo a los miembros sobrevivientes de sus familias; y

CONSIDERANDO QUE, el apoyo a los derechos garantizados por la Segunda Enmienda para los ciudadanos respetuosos de la ley va de la mano con mantener las armas fuera del alcance de personas peligrosas; y

CONSIDERANDO QUE, la Ciudad apoya los esfuerzos continuos a nivel estatal para fortalecer las leyes de seguridad relacionadas con las armas de fuego y educar a la comunidad sobre el almacenamiento seguro de las mismas.

POR LO TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE FOREST GROVE PROCLAMA POR LA PRESENTE EL MES DE JUNIO DE 2026 COMO:

Mes de Concientización sobre la Violencia Armada

En Forest Grove, Oregon, en el Condado de Washington, y exhortamos a todos los ciudadanos, empresas, organizaciones y organismos públicos a trabajar de manera colaborativa para reducir la violencia armada en nuestra comunidad.



EN TESTIMONIO DE LO CUAL, he suscrito la presente y he dispuesto que el sello de la Ciudad de Forest Grove, Oregon, se emplace en este documento, en este día 8 del mes de junio de 2026.

Malynda H. Wenzl, Alcaldesa de la Ciudad de Forest Grove



PROCLAMATION

WHEREAS, the month of June was designated Pride Month to commemorate the Stonewall Riots, a series of demonstrations led by black and brown transgender women occurring in June 1969, and generally recognized as the catalyst of the U.S. gay rights movement; and

WHEREAS, Forest Grove's LGBTQ+ community is a diverse and essential part of our community that contributes to the widespread academic, economic, artistic, political, and social spheres within and around the City; and

WHEREAS, Pride Month is an expression of joy, love, hope, and unity; a celebration of the contributions of those who have fought to live authentically; and a time to join in recognizing both our shared humanity and the value of our differences; and

WHEREAS, significant challenges still face the LGBTQ+ community, including discriminatory legislation, violence, and systemic barriers that disproportionately impact Black, Indigenous, and other people of color, and transgender individuals, underscoring the need for continued work towards ending discrimination and prejudice; and

WHEREAS, celebrating Pride Month provides support and advocacy for Forest Grove's LGBTQ+ community, and is an opportunity to take action and engage in dialogue to build community, foster acceptance, and advance equal rights.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST GROVE DOES HEREBY PROCLAIM THE MONTH OF JUNE, 2026 AS

Pride Month

In Forest Grove, Oregon, and calls upon the people to respect, honor, and celebrate our diverse community, and build a culture of inclusivity and acceptance.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Forest Grove, Oregon, to be affixed this 8th day of June, 2026.

Malynda H. Wenzl, Mayor, City of Forest Grove



PROCLAMACIÓN

CONSIDERANDO QUE, junio fue designado como el Mes del Orgullo para conmemorar los Stonewall Riots, una serie de manifestaciones lideradas por mujeres transgénero negras y latinas que tuvieron lugar en junio de 1969, y generalmente reconocidas como el catalizador del movimiento por los derechos de las personas LGBTQ+ en Estados Unidos; y

CONSIDERANDO QUE, la comunidad LGBTQ+ de Forest Grove es una parte diversa y esencial de nuestra comunidad que contribuye a las amplias esferas académicas, económicas, artísticas, políticas y sociales dentro y alrededor de la ciudad; y

CONSIDERANDO QUE, el Mes del Orgullo es una expresión de alegría, amor, esperanza y unidad; una celebración de las contribuciones de quienes han luchado por vivir auténticamente; y un momento para unirnos en el reconocimiento de nuestra humanidad compartida y el valor de nuestras diferencias; y

CONSIDERANDO QUE, la comunidad LGBTQ+ aún enfrenta desafíos significativos, incluyendo legislación discriminatoria, violencia y barreras sistémicas que afectan desproporcionadamente a las personas negras, indígenas, de color y transgénero, lo que subraya la necesidad de continuar trabajando para erradicar la discriminación y los prejuicios; y

CONSIDERANDO QUE, celebrar el Mes del Orgullo brinda apoyo y promueve la defensa a la comunidad LGBTQ+ de Forest Grove, y representa una oportunidad para actuar y entablar diálogos que construye comunidad, fomenten la aceptación y promuevan la igualdad de derechos.

POR TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE FOREST GROVE PROCLAMA POR LA PRESENTE EL MES DE JUNIO DE 2026 COMO

Mes del Orgullo

En Forest Grove, Oregon, se hace un llamado a la gente a respetar, honrar y celebrar nuestra diversa comunidad, y a construir una cultura de inclusión y aceptación.



EN TESTIMONIO DE LO CUAL, he suscrito la presente y he hecho que el sello de la Ciudad de Forest Grove, Oregon, se emplace en este día 8 de junio de 2026.

Malynda H. Wenzl, Alcaldesa, Ciudad de Forest Grove

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Kim Ezell, Assistant City Manager

CC: Jesse VanderZanden, City Manager

MEETING DATE: June 8, 2026

SUBJECT TITLE: Resolution 2026-22: Board and Commission Appointments

ACTION REQUESTED: Ordinance Order Resolution Motion Informational

2040 VISION PLAN

Action: Increase the number of volunteers and volunteer programs, improve culture of volunteerism
 Action: Seek ongoing community feedback on City projects and programs

BACKGROUND

In accordance with Section 14 of the Council Rules, after applicants are interviewed and appointment recommendations are made, a formal resolution is scheduled under the Consent Agenda at the next regular Council meeting.

There are current vacancies on the Budget Committee. The following applicants have been recommended for appointment to fill the vacancies, subject to approval by the Council:

David Bonn	Budget Committee	12/31/2029
Keith Spiering	Economic Development Commission	12/31/2029

Once appointed, the Staff Liaison will contact the appointees to provide orientation regarding the applicable bylaws, rules, and regulations.

FISCAL IMPACT None.

RECOMMENDATION

Staff recommends City Council approve Resolution 2026-22

ATTACHMENTS

- Applications
- Resolution

Print

Boards & Commissions Application - Submission #2174

Date Submitted: 2/11/2026

First Name*

Keith

Last Name*

Spiering

Home Address*

[Redacted Home Address]

City*

Hillsboro

State*

OR

Zip Code*

97123

Mailing Address (if different)

[Redacted Mailing Address]

City

Forest Grove

State

OR

Zip Code

97116

Phone Number*

[Redacted Phone Number]

Email Address*

[Redacted Email Address]

Employer*

Woodfold MFG

Occupation/Profession*

Risk Manager

Are you a high school student applicant?*

- Yes
- No

Students must be high school grade level and residing or attending school in Forest Grove. Students may serve on any board, except Budget Committee and Planning Commission.

If so, which grade level and school do you attend?*

[Empty text input field]

Are you currently on a board or commission and reapplying?*

- Yes
- No

Which board(s) would you like to apply for? Please select from the dropdowns below your first, second, and third options. Applicants must select 1 board.

Membership Requirement for Planning Commission: Planning Commissioners are required to file an annual [Statement of Economic Interest \(SEI\)](#) with the Oregon Government Ethics Commission Electronic Filing System in March of each year (ORS 244). SEI filers are required to file if they are seated and hold their position on April 15th of any given year.

1.*

Economic Development Commission (Monthly- 2nd Thursday, Noon) ▼

2.

-- Select One -- ▼

3.

-- Select One -- ▼

Do you reside within the City limits?*

- Yes
- No

What specific topics interest you that relate to the board(s)?*

Ensuring the Woodfold Manufacturing continues to assist the development and growth of the Forest Grove community. While I currently live in Hillsboro, I was raised in Forest Grove and both my parents are from Greenville/Roy. So I am connected to the community both personally and professionally.

What contributions do you hope to bring to the board(s)? *

Carrying on Kevin Emerick's inputs. My perspectives are similar to his from our employer, but I just left after 9 years as an outside salesperson. I was seeking a role that would help me foster community within the office and the greater area that the company resides. I was also specifically seeking a small business, with the added benefit of employee ownership.

List your educational experience*

I have a Bachelor's of Science from Linfield College in Business Marketing, with a double minor in Economics and Sports Management. I was a Dean's List student my Senior Year as well. I went through Elementary, Middle, and High School at Banks.

List any community involvement, appointed offices, elected offices and/or affiliations*

In my prior sales job, I partnered with and donated tools to Tool Libraries, Women In Construction groups, Minority-owned businesses, and disaster recovery efforts such as the fires in Ashland and Gates.

Outside of work, I coached high school boy's soccer and U9 girl's soccer for multiple seasons in Banks and McMinnville. I also do small independent volunteer efforts like picking up trash and planting native plants in my community in Hillsboro.

How did you hear of this opportunity*

Kevin Emerick recommended it to me.

Electronic Signature Agreement*

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I agree.

Electronic Signature

Keith R. Spiering

Print

Boards & Commissions Application - Submission #2465

Date Submitted: 5/8/2026

First Name*

David

Last Name*

Bonn

Home Address*

[REDACTED] Forest Grove, OR 97116

City*

Forest Grove

State*

OR

Zip Code*

97116

Mailing Address (if different)

[REDACTED]

City

Forest Grove

State

OR

Zip Code

97116

Phone Number*

[REDACTED]

Email Address*

[REDACTED]

Employer*

City of Hillsboro

Occupation/Profession*

Police Lieutenant

Are you a high school student applicant?*

- Yes
- No

Students must be high school grade level and residing or attending school in Forest Grove. Students may serve on any board, except Budget Committee and Planning Commission.

If so, which grade level and school do you attend?*

Empty text input field for grade level and school.

Are you currently on a board or commission and reapplying?*

- Yes
- No

Which board(s) would you like to apply for? Please select from the dropdowns below your first, second, and third options. Applicants must select 1 board.

Membership Requirement for Planning Commission: Planning Commissioners are required to file an annual [Statement of Economic Interest \(SEI\)](#) with the Oregon Government Ethics Commission Electronic Filing System in March of each year (ORS 244). SEI filers are required to file if they are seated and hold their position on April 15th of any given year.

1.*

Budget Committee (3 to 4 times in April and May) [dropdown arrow]

2.

Budget Committee (3 to 4 times in April and May) [dropdown arrow]

3.

Budget Committee (3 to 4 times in April and May) [dropdown arrow]

Do you reside within the City limits?*

- Yes
- No

What specific topics interest you that relate to the board(s)?*

Public service

Fiduciary responsibility

What contributions do you hope to bring to the board(s)? *

Prior experience from being on the Newberg Budget Committee.

List your educational experience*

Associates Degree in Criminal Justice from Portland Community College

Bachelors Degree in Liberal Studies from University of Maine (waiting for conferral)

List any community involvement, appointed offices, elected offices and/or affiliations*

Newberg Budget Committee (2019-2020)

How did you hear of this opportunity*

Prior knowledge and conversation with other public officials

Electronic Signature Agreement*

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I agree.

Electronic Signature

David M. Bonn

RESOLUTION NO. 2026-22

**RESOLUTION CONSENTING TO APPOINTMENTS
TO CITY OF FOREST GROVE ADVISORY BOARDS,
COMMITTEES AND COMMISSIONS**

WHEREAS, City Charter, Section 8, and Council Rules, Sections 4.1 and 14.1, state that the Mayor, with consent of Council, appoints members of advisory boards, commissions, and committees (BCs) established by ordinance or resolution; and

WHEREAS, the Mayor has appointed the individuals in the table below at the recommendation of the respective Council and Staff Liaisons.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council consents to the following Board and Commission appointments:

Name	Board/Commission	Term exp
David Bonn	Budget Committee	12/31/2029
Keith Spiering	Economic Development Commission	12/31/2029

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

PRESENTED AND PASSED this 8th day of June, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 8th day of June, 2026.

Malynda H. Wenzl, Mayor

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Mariah Woods, City Recorder

CC: Jesse VanderZanden, City Manager

MEETING DATE: June 8, 2026

PROJECT: Appointment to Metropolitan Area Communications Commission

ACTION REQUESTED: Ordinance Order Resolution Action

BACKGROUND

The Metropolitan Area Communications Commission, hereinafter "MACC," is an intergovernmental commission formed in April, 1980, under ORS Chapter 190, for the purposes related to the development and regulation of a cable communications system. As a part of the MACC Intergovernmental Agreement (IGA), it is the responsibility of the City to appoint a primary and alternate representative. Larry Hatch, who has served in the primary representative position since 1988 has recently decided to step down from the role, necessitating the appointment of a new representative. Staff is recommending the appointment of Assistant City Manager Kim Ezell as the primary representative, with City Manager Jesse VanderZanden continuing as the secondary representative.

RECOMMENDATION

Staff recommends that the City Council approve the appointment of Kim Ezell as primary representative to the MACC.

ATTACHMENT

- Letter recommending appointment of Kim Ezell to MACC

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager
Greg Robertson, Public Works Director

MEETING DATE: June 10, 2026

SUBJECT TITLE: City Council Support Letter for BRIC grant application

ACTION REQUESTED: Ordinance Order Resolution Motion Informational

2040 VISION PLAN

- Action 2.22 Keep all long-term infrastructure master plans up to date
- Action 2.23 Expand green and climate resilient infrastructure and equipment
- Action 2.26 Communicate and educate the community on key infrastructure investments
- Action 2.27 Encourage wellness through infrastructure policies and design standards

BACKGROUND

In 2024, the city applied for a Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) grant, however, shortly thereafter, the program was put on hold. The program has been reinstated, and the city is actively preparing another application. One requirement of the city’s application is a letter of support from the governing body. The attached letter was drafted in collaboration with CFM, the city’s federal affairs consultant, to ensure it meets the requirements of the application. The city prepared a very similar letter in 2024.

The city is requesting \$20 million in federal funds and pledging to match the remaining cost of the project of approximately \$16 million for a total project cost of approximately \$37 million. The request is for the maximum amount of the grant. The project would construct a new 5-million-gallon water reservoir at the existing Watercrest site. It would also demolish a portion of the existing reservoir. The water reservoir project is currently in the 5-year water capital improvement plan at \$40 million. If successful in attaining the grant, the city will propose a budget amendment to accept the grant and appropriate the match. The city has sufficient reserves to cover the match, and the proposed match exceeds the 25% match requirement to make the application more viable.

FISCAL IMPACT

Opportunity for \$20 million on federal funds to construct the water reservoir project.

RECOMMENDATION

Staff recommends the City Council consent to the letter.

ATTACHMENT/S:

- Letter to FEMA from City Council



A place where families and businesses thrive.

June 8, 2026

The Honorable Robert J. Fenton
Senior Official Performing the Duties of FEMA Administrator
Federal Emergency Management Agency
500 C St SW
Washington, DC 20024

Director Erin McMahon
Oregon Department of Emergency Management
3930 Fairview Industrial Drive SE
Salem, OR 97302
erin.mcmahon@oem.oregon.gov

Subject: Letter of Support for the City of Forest Grove Watercrest Reservoir Replacement Project – Sub-application to FEMA BRIC Grant Program

Dear FEMA BRIC Administrators,

I am writing this letter on behalf of the Forest Grove City Council to express strong support for the proposed Watercrest Reservoir Replacement Project (project) sub-application submitted by the City of Forest Grove (City) for \$20,000,000 in funding from the FEMA Building Resilient Infrastructure and Communities (BRIC) Grant Program. This amount will match the City’s share of \$15,875,000 to meet the total estimated cost of \$35,875,000 for the demolition, construction, and construction oversight for the replacement of one drinking water storage cell at the City’s Watercrest Reservoir.

Forest Grove, located in Washington County, coordinates emergency management planning and response services with the County. The City is an approved jurisdiction under the FEMA-approved 2023 Washington County Natural Hazard Mitigation Plan (NHMP). The proposed project is identified as a priority in the NHMP under *Seismic Assessment of the Forest Grove Water Treatment Plant* (Table 118, pp. 374–375), which includes the reservoir.

This project is critical to improving community resilience to seismic hazards and water supply vulnerabilities. This project includes construction of a new 5-million-gallon (MG) water storage cell to replace one of the two existing 2.5-MG reservoir cells. The reservoir is the City’s primary potable water source, supporting daily use, fire suppression, and emergency storage. Built in the late 1940s, prior to modern seismic standards, the existing structure is highly vulnerable to earthquake damage.

Structural failure of the existing reservoir could release large volumes of water, causing downstream flooding, significant property damage, and potential loss of life. It would also result in the loss of potable water storage and critical fire suppression capacity. The FEMA National Risk Index (NRI) ranks Forest Grove’s earthquake risk in approximately the 97th percentile nationwide, underscoring the urgency of this

investment. The proposed replacement cell is designed to reduce seismic failure risk by more than 80%, protecting public safety and ensuring long-term water reliability.

This project will enhance resilience by increasing storage capacity, strengthening emergency reserves, and supporting firefighting capabilities. After this first 5-MG replacement cell is constructed, the city intends to build a second 5-MG cell to replace the existing adjacent north 2.5-MG cell; the demolition and construction will be staged to ensure the reservoir remains operational. The city is only requesting funding for the replacement of the first cell. The completed reservoir will not only enhance risk reduction but will also provide additional storage of treated water from the water treatment plant.

Thank you for the opportunity to submit this sub-application. On behalf of the City Council, I am pleased to offer our full support and firmly believe this initiative will proactively address challenges due to seismic activity and water shortages, and in doing so, contribute to the long-term resilience and well-being of our community.

Sincerely,

Malynda K. Wenzl
Mayor, City of Forest Grove

CC: Forest Grove City Council
Greg Robertson, Public Works Director, City of Forest Grove

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: June 22, 2026

PROJECT TEAM: Colleen Winters, Library Director

SUBJECT TITLE: Resolutions regarding the Cooperative Governance Agreement and the Cooperative Operating Agreement between the city of Forest Grove and Washington County on behalf of Washington County Cooperative Library Services (WCCLS)

ACTION REQUESTED:

Ordinance Order Resolution Motion Informational

2040 VISION PLAN

Action 4.1: Explore and support external funding opportunities to sustain Library programs and services.

BACKGROUND

The City of Forest Grove is a founding member of the Washington County Cooperative Library Services (WCCLS) cooperative, established in 1976, along with Banks, Cornelius, Beaverton, Hillsboro, Sherwood, Tigard, and Cedar Mill libraries. Since that time, Tualatin, Garden Home, North Plains, and Aloha libraries have joined, now comprising all libraries in Washington County.

Since 2006, the Washington County Board of Commissioners, who governs WCCLS, has submitted a 5-year library operating levy to the voters which has passed every election. Funding from the operating levy and the County general fund is appropriated every year to the member libraries for operations including staff, materials, programming and equipment. Capital costs, facility maintenance, and remaining operating costs are the responsibility of the member library.

Commensurate with the 5-year levy cycle, each member library enters into agreements with WCCLS that govern roles, responsibilities, governance, funding, service levels, information services, service boundaries, insurance, and more. The terms of the agreements are the same for every library member. The agreements were revised in 2006 and again in 2016. Beginning in early 2024, the County engaged in an extensive two-year process to revise the 2016 agreements. The two agreements and the major revisions to each are noted below.

Cooperative Governance Agreement

This agreement stipulates how WCCLS will govern itself including meetings, elections, members, and roles and responsibilities of each member, WCCLS staff, and the County Board of Commissioners. This IGA is “perpetual” unless a member ceases to be a party to WCCLS or if three-quarters of all members vote to terminate WCCLS. The major changes include:

- Formatted to match the Cooperative Operating Agreement
- Clarified roles and responsibilities for the Executive Board, Leadership Group, and WCCLS staff. The Executive Board is comprised of City Managers and provides “strategic leadership, oversight, and accountability” and makes recommendations to the Board of Commissioners. The Leadership Group is comprised of Library Directors and provides “operational leadership and subject matter expertise” and makes recommendations to the Executive Board and WCCLS staff. WCCLS staff are the liaison between the Board of Commissioners, Executive Board, and Leadership Group.
- Added decision-making framework to clarify who and how decisions are made.

Cooperative Operating Agreement

This agreement governs funding allocations, base service levels, service boundaries, information technology/network services, insurance and indemnification. This agreement is renewed and revised every 5 years commensurate with the County library operating levy. The major changes include:

- Updates term to 2026-2031
- Establishes “base service levels” that apply to all member libraries. Base service levels include:
 - Remain open a minimum of 45 hours per week with library staff available, including at least one evening and weekend day per week
 - Free public access to computers with internet
 - Establishing use policies and providing annual activity reports to WCCLS
- Established service boundaries with service populations
 - Boundaries were based on County voter precincts, city boundaries, travel time and urban planning area agreements
 - Includes language about annexation processes
 - Boundaries cannot be used to deny access and service to library patrons
 - Forest Grove’s service area remained essentially the same
- Specifies that user fees can be retained by the member library
- Changed the funding formula and funding amounts for member libraries
 - It increases the County contribution to Forest Grove by 24% in the first year from approximately \$1million to \$1.24 million
 - It does not specify a funding amount for the remaining 4 years of the IGA. Instead, it provides a funding formula stipulating the funding is comprised of 100% of the County operating levy revenue and any general fund revenue the County Board of Commissioners authorizes during the annual budget process. Due to the increase in the operating levy, the percentage of General Fund revenues as part of the overall library funding has declined from 54% in FY 24-25 to 34% in FY 26-27. In response to concerns that the IGA does not specify a general fund contribution, the County revised the funding language in the IGA to state:
 - “The County acknowledges the historical importance of General Fund support in the success of the library cooperative. The County is committed to allocation of General

Fund in addition to the Local Option Levy revenue to support base service levels, with the understanding that projected County General Fund Transfers are determined through the County's annual budget process.”

PROCESS

The County Board of Commissioners approved the draft agreements on May 26 and requested WCCLS staff send them to the member libraries for City Council or Board of Directors (for non-profits) approval. The city has until June 30 to adopt or not adopt the IGA's. The Board of Commissioners will sign the agreements last. If a member library does not sign, WCCLS will discontinue library services to that member effective July 1, 2026.

FISCAL IMPACT

Under the first year of the IGA, Forest Grove Library will receive approximately \$1.24 million from WCCLS or approximately 68% of the total library's budget.

RECOMMENDATION

Staff recommends the City Council approve the IGA's and authorize the City Manager to sign them.

ATTACHMENTS

- Resolution approving the Cooperative Governance Agreement
 - Exhibit A: Cooperative Governance Agreement
- Resolution approving the Cooperative Operating Agreement
 - Exhibit A: Cooperative Operating Agreement

RESOLUTION NO. 2026-23

RESOLUTION APPROVING THE COOPERATIVE OPERATING AGREEMENT (AGREEMENT) BETWEEN THE CITY OF FOREST GROVE AND WASHINGTON COUNTY, ON BEHALF OF THE WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS), AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT, COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2031

WHEREAS, the city of Forest Grove was a founding member of WCCLS in 1976 and is currently a member of WCCLS; and

WHEREAS, the Cooperative Operating Agreement (formerly a different name) has been updated periodically in accordance with the County library operating levy, with the most recent update occurring in 2016; and

WHEREAS, beginning in early 2024, the County engaged member libraries in an extensive process to update the 2016 intergovernmental agreements; and

WHEREAS, the Cooperative Operating Agreement governs funding allocations, base service levels, service boundaries, information technology/network services, insurance, and indemnification; and

WHEREAS, the Cooperative Operating Agreement runs commensurate with the County library operating levy through June 30, 2031.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council hereby approves the Cooperative Operating Agreement, attached as Exhibit A.

Section 2. The City Council hereby authorizes the City Manager to sign the Cooperative Operating Agreement, attached as Exhibit A.

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

PRESENTED AND PASSED this 8th day of June, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 8th day of June, 2026.

Malynda H. Wenzl, Mayor

COOPERATIVE OPERATING AGREEMENT

This Cooperative Operating Agreement is made by and among Washington County, a home rule subdivision of the State of Oregon, on behalf of Washington County Cooperative Library Services, a department of Washington County, and the City of Banks, City of Beaverton, City of Cornelius, City of Forest Grove, City of Hillsboro, City of North Plains, City of Sherwood, City of Tigard, City of Tualatin, the Aloha Community Library Association, the Cedar Mill Community Library Association and the Garden Home Community Library Association.

RECITALS

A. Washington County voters approved Measure 34-345, a five-year local option levy to support countywide library services to support open hours at public libraries, WCCLS systems, and access to books, materials, and community events for all county residents;

B. The Parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries in Washington County;

C. The Parties desire to maintain and provide residents of Washington County with access to quality public library services and Contractors can provide such access and services.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS.

1.1. Agreement means this Cooperative Operating Agreement.

1.2. Assessed Value has the same meaning as set forth in ORS 308.146 or any subsequent revision or amendment thereof.

1.3. Base Service Levels means the agreed-upon service levels to be provided by WCCLS and Contractors as outlined in Sections 10 and 12.

1.4. Bibliographic Record means an entry in a bibliographic index (or a library catalog) which represents and describes a specific edition of a resource (but not a specific item). A Bibliographic Record contains the data elements necessary to help users identify that resource. A single Bibliographic Record can have multiple Item Records attached to it.

1.5. Circulation Record means any document or record, however maintained, the primary purpose of which is to provide for control of the circulation or other use of library materials by the public. May identify a specific person as having requested or obtained specific materials from a library. This is a public record exempt from disclosure under ORS 192.355.

1.6. Contractors means the City of Banks, City of Beaverton, City of Cornelius, City of Forest Grove, City of Hillsboro, City of North Plains, City of Sherwood, City of Tigard, City of Tualatin, the Aloha Community Library Association, the Cedar Mill Community Library Association, and the Garden Home Community Library Association.

1.7. County means Washington County.

1.8. Directory Services means a distributed, hierarchical database structure maintained by WCCLS that shares infrastructure information for locating, securing, managing, and organizing computer and network resources including files, users, groups, peripherals, and network devices. It provides authentication and authorization functions, as well as providing a framework for other such services.

1.9. Eligible Users means all Washington County residents; residents of any jurisdiction or special district that has entered into a reciprocal borrowing agreement with Washington County; and paying card holders, as further defined and subject to applicable Cooperative policies and procedures.

1.10. Emergency Support means actions taken to address Contractor site-wide service outage of the Integrated Library System, WCCLS Wi-Fi, online catalog, self-check kiosks' connection to the Network, automated materials handling units' connection to the Network, WCCLS website, or the Internet.

1.11. Full-Service Location means a library location that is staffed during open hours and offers a full range of services, including but not limited to, access to the collection, public access computers, in-person assistance for the public, programs and events.

1.12. Full-Time Equivalent (FTE) means a level of staffing equivalent to a full-time employee working 2,080 hours per year.

1.13. Generative AI is defined by Washington County Administrative Policy 607: Artificial Intelligence Acceptable Use Policy. Contractors will be notified in writing if this policy is updated during the life of this agreement.

1.14. Host means any intelligent device connected to the WCCLS Information Network that is addressable by a network/transport protocol, including, but not limited to, desktop and laptop computers, network printers, mobile devices, self-

check kiosks, and routers.

1.15. Inordinate Expansion means expansion of the Wi-Fi network, software license count, or Host count which exceeds typical growth. Typical growth will not exceed a 15% increase in WCCLS issued software licenses, Wi-Fi access points, or any other information technology-related material or service provided by WCCLS, over the life of the Agreement.

1.16. Integrated Library System means an enterprise resource management system for a library, used to track cataloging (for example items owned), acquisitions (for example orders or invoices), circulation (for example check-in/out or hold requests), and manage administration (for example users, workstations, permissions, or settings).

1.17. Item Record means a record that allows for the location, circulation and inventory control of all items owned by a library. Item Records contain fields that indicate the unique barcode number, the shelf location of the item, its current temporary location, statistical fields used for reports, a field that helps determine circulation rules, and date fields and counters that track current and past activity. Multiple Item Records can be attached to a single Bibliographic Record.

1.18. MAN or Metropolitan Area Network means a computer network that interconnects users with computer resources across a geographic region.

1.19. Network means the WCCLS Information Network.

1.20. Network Maintenance means any process deemed necessary to sustain the WCCLS Information Network throughout its operational life cycle. This may include, but is not limited to, hardware or software component upgrades, new software or hardware installs, hardware or software replacement, and integration of cloud-based information services.

1.21. Nonprofit Corporation has the same meaning as set forth in ORS 65.001(33) or any subsequent revision or amendment thereof.

1.22. Party or Parties means the County, WCCLS, the City of Banks, City of Beaverton, City of Cornelius, City of Forest Grove, City of Hillsboro, City of North Plains, City of Sherwood, City of Tigard, City of Tualatin, the Aloha Community Library Association, the Cedar Mill Community Library Association and the Garden Home Community Library Association.

1.23. Patron Record means a document, record, or other method of storing information retained by a library that contains Personal Information and/or other information about a person, including but not limited to the person's name, address, electronic mail address or telephone number, or that identifies a person

as having requested or obtained specific materials from a library. This is a public record exempt from disclosure under ORS 192.355.

1.24. Personal Information is defined in Washington County Administrative Policy 506: Personally Identifiable Information Protection Policy.

1.25. Personal Information Data Breach is defined in Washington County Administrative Policy 506: Personally Identifiable Information Protection Policy. Contractors will be notified in writing if this policy is updated during the life of this agreement.

1.26. Regular Support means non-emergency assistance with the use of the WCCLS Network. This may include, but is not limited to, requests for new users, troubleshooting wired or wireless network connectivity for an existing host or staff member, configuration or upgrade of WCCLS licensed software, installation of a new network host, or the general use of WCCLS licensed software or services.

1.27. Safe Harbor Languages has the same meaning as set forth in Washington County's Language Assistance Administrative Policy number 207. Contractors will be notified in writing if this policy is updated during the life of this agreement.

1.28. Service Boundary means the geographic area for which each Contractor is designated as the primary service provider for public library services within Washington County.

1.29. Service Population means the estimated populations residing within a designated Service Boundary, used to determine FY2026-2027 funding allocations and for annual statistical reporting.

1.30. User Category means a classification of Eligible Users established by WCCLS Policies and Procedures, which may be based on residency, reciprocal borrowing status, or paid membership status.

1.31. Volunteer means any individual, organization or contractor who performs hours of service for Parties without promise, expectation, or receipt of compensation for services rendered, during such hours.

1.32. WCCLS (Washington County Cooperative Library Services) means a department of County government that exists to coordinate, contract for, and/or provide a full range of library and information services to Eligible Users.

1.33. WCCLS Executive Board means the Board established to advise the Board of County Commissioners and the WCCLS Manager on matters pertaining to the funding for Cooperative-wide library services, distribution of financial resources by WCCLS for the provision of Cooperative-wide public library services, and long-term governance and funding strategies.

1.34. WCCLS Information Network or Network means the system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the wccls.org website and its resources; other databases and e-content provided by WCCLS for member library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware, or peripheral products provided to member libraries and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

1.35. WCCLS Library Leadership Group means the group (formerly Policy Group) established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of Cooperative-wide public library services, and to advise the WCCLS Manager.

1.36. WCCLS Policies and Procedures means, collectively, the policies and procedures adopted by the WCCLS Library Leadership Group. Such policies and procedures consist of written standards, methods, and guidelines that govern the activities of WCCLS and Contractor staff, ensure the appropriate use of shared systems, and support the Parties in providing a consistent experience for library users.

2. TERM OF AGREEMENT. This Agreement shall be in effect from July 1, 2026, through June 30, 2031, unless terminated pursuant to Section 18 of this Agreement.

3. OWNERSHIP AND MANAGEMENT OF THE WCCLS INFORMATION NETWORK. The Washington County Board of Commissioners, as the governing body of WCCLS, retains final authority for decision-making related to Network and its operation. WCCLS shall have full ownership of all Network components and shall make the system available to Contractors.

3.1. RECORDS UPON TERMINATION OF THIS AGREEMENT. Upon termination of this Agreement pursuant to either Section 2 or Section 18 herein, Item Records entered into the Integrated Library System by Contractors and the associated Bibliographic Records, shall be exported upon request. Contractor shall pay all reasonable costs associated with providing records in digital format. Patron Records will not be provided to a Contractor upon termination of this Agreement.

4. PERSONAL INFORMATION AND CONFIDENTIALITY OF DATA. All Parties have a responsibility to safeguard Personal Information, Patron Records, and Circulation Records in their care. All Contractors have a responsibility to report to WCCLS a Personal Information Data Breach, and/or disclosures of Patron Records and/or Circulation Records. Patron Records and Circulation Records are exempt from public disclosure pursuant to ORS 192.355(23) and also must be protected pursuant to ORS 646A.600 through 646A.628 (Oregon Consumer Information Protection Act), which is enforced by the State of Oregon, Department of Consumer and Business Services.

4.1. APPROPRIATE USE OF PERSONAL INFORMATION AND RECORDS. Except as otherwise required by law or court order, Contractors agree that they will not disclose Personal Information, Patron Records, or Circulation Records, regarding a person, item circulation, or the use of library resources and services including, but not limited to, databases, e-content, public Internet terminal sessions, and wireless Internet access.

Contractors must not enter, upload, or process any Personal Information, Circulation or Patron Records using Generative AI tools or large-language-model services (e.g., ChatGPT, Claude, Gemini, Copilot, or similar) unless the platform has been expressly approved by WCCLS and is covered by an appropriate data-processing agreement, agreed upon separately between the Parties.

Contractors may not disclose Personal Information, Circulation Records, or Patron Records to any external platforms, vendors, partners, service providers or other entities, unless the platform has been expressly approved by WCCLS and is covered by an appropriate data-processing agreement, agreed upon separately between the Parties.

Contractors agree that only trained, authorized library staff shall have access to such Personal Information, Patron Records and/or Circulation Records in the course of operating the system. While Volunteers may have access to components of the Network, they are not authorized to access Personal Information, and/or Patron Records, and accessing such information is in violation of this Agreement. Contractors may use name and address information for library purposes only in accordance with established WCCLS Policies and Procedures and Washington County Administrative Policy 506 "Personal Information Protection Policy."

4.2. REQUESTS FOR PERSONAL INFORMATION FROM OTHER AGENCIES. Contractors agree to forward to WCCLS all requests for Personal Information, Patron Records, and/or Circulation Records from law enforcement or other requestors in accordance with established WCCLS Policies and Procedures.

4.3. DATA BREACH. In the event of a data breach involving Patron Records, Circulation Records, or Personal Information, the Party responsible shall: (1) Notify the WCCLS and/or relevant Contractor(s) as soon as practicable, and no later than five business days; (2) Investigate promptly; (3) If a Contractor, work with WCCLS to provide statutory notices required under OCIPA within 45 days, and if WCCLS, provide statutory notices required under OCIPA within 45 days; (4) Cooperate with the relevant Party/Parties regarding communication, mitigation, and regulatory follow-up.

Contractors shall defend, indemnify, and hold harmless WCCLS for claims arising from the Contractor's acts, omissions, or failures related to handling Patron

Records, Circulation Records or Personal Information, subject to the limitations of the Oregon Tort Claims Act.

5. WCCLS INFORMATION NETWORK SERVICE AVAILABILITY. Network shall be available for use twenty-four (24) hours a day except for routine or emergency Network Maintenance. WCCLS will provide Contractors with prior notice of planned Network downtime if it will affect library operations during library business hours. In the event of an extended outage, WCCLS will make reasonable efforts to communicate with partners regarding outage status, resolution efforts, and estimated timelines for service restoration. No liability shall be assumed by WCCLS if Network experiences downtime.

5.1. NETWORK SUPPORT SCHEDULE. WCCLS staff shall be available to provide Regular Support and Emergency Support for the Network according to this schedule:

	Regular Support Begins	Regular Support Ends	Emergency Support Begins	Emergency Support Ends
Monday – Friday	9 am	5 pm	8 am	9 pm
Saturday – Sunday	none	none	10 am	6 pm
County observed & official holidays	none	none	none	none

6. WCCLS INFORMATION NETWORK DATA RECOVERY. WCCLS will duplicate at least daily all data maintained in the Network database. WCCLS will maintain back-up data on-site and off-site so that files can be reconstructed if a system malfunction occurs that requires restoring or rebuilding data files, in whole or in part. A minimum of one weekly back-up will be stored in a location physically apart from the site of the central system in case of major disaster at the central site. The purpose of the back-up is for emergency recovery if live data or the system is damaged or destroyed and is not for archival purposes.

7. DUTIES AND RESPONSIBILITIES OF WCCLS FOR THE NETWORK. WCCLS shall:

7.1. Purchase, and coordinate licensing of the Integrated Library System, personal computer reservation, and print management software to be installed and utilized by Contractor at Full-Service Locations.

7.2. Provide software updates to Contractors for software licensed by WCCLS for installation and utilization at member libraries.

7.3. Maintain and store all electronic information and communications created,

processed, or stored in the conduct of Contractor business, on systems owned or operated by WCCLS, in compliance with Washington County policy, Oregon Public Records Laws and civil litigation requirements.

7.4. Provide and maintain Directory Services to control access to the Network.

7.5. Provide private Internet Protocol (IP) subnetwork addresses and Domain Name System (DNS) resolution services for all Full-Service Locations. Contractor must utilize the WCCLS provided private IP subnetwork addresses when connecting Hosts to the Network.

7.6. Provide filtered and unfiltered Internet access to all Full-Service Locations.

7.7. Take steps to maintain security, up to and including terminating a connection between one or more Network Hosts that presents a problem or threatens security, integrity, or performance of the Network. WCCLS shall notify affected Contractors about an impending disconnection if time permits. Unless WCCLS determines that the problem or threat has resulted in a default under Section 9, WCCLS shall restore connectivity when the WCCLS staff determines that the problem is resolved, or the threat is removed.

7.8. Provide and maintain Hosts that connect Full-Service Locations to the Network. These Hosts include a service provider switch that establishes connectivity to the provided MAN, a firewall that provides access controls and encryption between locations and services on the Network, an Ethernet switch that hands off to Contractor's internal switching hardware, Wi-Fi access points, and a 15-amp uninterrupted power supply

8. DUTIES AND RESPONSIBILITIES OF CONTRACTORS FOR THE NETWORK. Contractors shall:

8.1. Provide, maintain, and administer cabling, equipment, software including operating systems and anti-malware, associated devices and Hosts within Contractor's building that are connected to the Network and not provided by WCCLS. Contractors will meet ANSI/TIA-5568-C or ISO/IEC 11801(Ed2.2) standards when installing new copper data cabling.

8.2. Provide site preparation, access, and environmental conditions necessary for optimal security and functioning of Hosts provided and maintained by WCCLS. Contractor must provide WCCLS with site and relevant data closet access within 5 business days of a request for access.

8.3. At a minimum, configure network devices that always comply with hardware, software and security requirements deemed necessary by WCCLS Network security policies. Hosts connected to the Network must be secured and supervised by

Contractor staff during use. Contractor shall not allow public users to use staff Hosts. Every reasonable effort should be made so that Hosts connected to the Network shall neither cause, nor have the potential to cause, any network disruption, security breach, nor other deleterious outcome.

8.4. Be responsible for system security by limiting access to staff accounts to trained, authorized staff and Volunteers, using individually assigned user logon credentials, and following security protocols and procedures as directed by WCCLS to prevent unauthorized access. Examples may be password protection, two-factor authentication, encryption of sensitive information, and/or locking workstations when not in use. Noncompliance with this item, including shared logon credentials for staff, is considered a material breach of this agreement. Shared staff logon credentials may be deleted by WCCLS.

8.5. Contractors shall implement controls to prevent unauthorized disclosure of Personal Information, Circulation Records, and/or Patron Records as indicated in Section 4, including staff training and compliance with adopted policies and procedures.

8.6. Contractors shall use WCCLS Directory Services to access the Network.

8.7. Contractor is prohibited from:

8.7.1. Attaching wireless bridges, routers, or access points to Network.

8.7.2. Using network address translation (NAT) on Network.

8.7.3. Adding any other network extenders or repeaters to the Network.

8.8. Make every reasonable effort to protect Network equipment and data from the impacts of negligence, abuse, theft or misuse. Contractor will reimburse WCCLS for the costs of repairing and or replacing damaged equipment on or associated with Contractor's premises.

8.9. Notify WCCLS Support within no more than five business days that they have separated with an employee or Volunteer (if the volunteer had a user account), so WCCLS can disable the user account to maintain Network security. Noncompliance with this item is considered a material breach of this agreement.

8.10. Provide an inventory of Network Hosts in Contractor's facility and connected to the Network upon request by WCCLS.

8.11. Conduct an inventory of licenses in use by the Contractor as requested by WCCLS.

9. DEFAULT ON AGREEMENTS RELATED TO THE WCCLS INFORMATION NETWORK.

9.1. DEFINITION OF DEFAULT. Each of the following shall constitute a default:

9.1.1. Material noncompliance with the terms of Paragraphs 3 through 9 of the Agreement or any policies or procedures adopted pursuant to this Agreement;

9.1.2. Misuse of any Network resources including, but not limited to, system operating software, hardware, or telecommunications;

9.1.3. Failure to maintain physical or system security protocols or procedures as directed by WCCLS.

9.2. NOTIFICATION OF DEFAULT. If a Contractor or WCCLS learns of a default, WCCLS or the Contractor, respectively, shall:

9.2.1. Advise the party in writing of the alleged default and any action required to cure the default;

9.2.2. Set forth a time by which the default must be cured, a minimum of thirty (30) days.

9.3. FAILURE TO CURE DEFAULT BY CONTRACTOR. If a Contractor fails to cure the alleged default after WCCLS notifies the Contractor of the alleged default, WCCLS may, following written notice to the Contractor:

9.3.1. Prohibit Contractor from the use of the Network;

9.3.2. Take any action to cure or stop the default;

9.3.3. Recover any costs, expenses or disbursements incurred by WCCLS to cure the default;

9.3.4. Terminate this Agreement as regards to the defaulting Contractor.

9.4. FAILURE TO CURE DEFAULT BY WCCLS. If WCCLS fails to cure the alleged default after Contractor notifies WCCLS of the alleged default, Contractor may, following written notice to WCCLS:

9.4.1. Take any action to cure or stop the default;

9.4.2. Recover any costs, expenses of disbursements incurred by Contractor to cure the default;

9.4.3. Terminate this Agreement as regards to WCCLS.

9.5. EMERGENCIES. WCCLS may lock out a Contractor from the system without notice in the event of an emergency involving, but not limited to, system damage,

data breach, or the breach of security or confidentiality of the system.

10. BASE SERVICE LEVELS TO BE PROVIDED BY WCCLS. WCCLS agrees to provide the following services to Contractors and/or Eligible Users in accordance with Base Service Levels and minimum conditions for public libraries with a service population of over 2,000 as laid out in Oregon Administrative Rule 543-010-0036 or any subsequent revision or amendment thereof. WCCLS agrees to provide the following:

10.1. Collections and materials. Provide and maintain:

10.1.1. Community-focused collections comprising physical books and media in priority languages to meet local patron needs (beginning July 2027).

10.1.2. Access to interlibrary loan service facilitating interlibrary loan borrowing from and lending to libraries outside of Washington County.

10.1.3. Mail service for those who experience physical barriers to accessing in-person library services.

10.1.4. Digital collections in priority languages.

10.1.5. Digital learning tools and databases.

10.2. Community engagement and outreach. Provide and maintain:

10.2.1. A website that enables local library users to access State Library of Oregon resources and services available to all Oregon residents.

10.2.2. Countywide engagement and partnerships with community organizations and members.

10.3. Technology and infrastructure. Provide and maintain:

10.3.1. Free public wireless internet access (wi-fi).

10.3.2. Online catalog accessible 24/7 inside and outside of libraries at wccls.org and training resources to support usage of the public catalog interface.

10.3.3. Events calendar interface for the public at wccls.org.

10.3.4. Integrated Library System including maintaining bibliographic and patron data; provide training resources to Contractors to support usage of the Integrated Library System.

10.3.5. Item inventory tags, security tags and library cards for use by Contractors.

10.3.6. Circulation technology to support efficient operations, including but not limited to barcodes and radio-frequency identification (RFID) tags, routing materials, containers for materials movement, online payment system, RFID scanning software, and bulk/container check-in software.

10.3.7. The WCCLS Information Network in accordance with the agreements outlined in Section 7: Duties and Responsibilities of WCCLS for the Network.

10.4. Operations. Provide and maintain:

10.4.1. Basic policies in place and accessible online for collection management, circulation, and patron confidentiality that incorporates relevant American Library Association (ALA) professional ethical codes, rules and guidance.

10.4.2. The annual statistical report as required under Oregon Revised Statutes Chapter 357.520 and Oregon Administrative Rules Chapter 543-010-0035.

10.4.3. Courier pick-up and delivery of materials between Contractors and provision of courier connections to regional library delivery systems.

10.4.4. Facilitation of reciprocal borrowing agreements with other jurisdictions, or special districts operating libraries.

10.5. Notification of impact to Contractor operations. Except in the case of emergencies or circumstances beyond WCCLS's control, WCCLS agrees to provide as much advance notice as possible regarding planned operational changes expected to materially impact Contractor operations. In the event of unplanned or emergency changes, WCCLS shall notify Contractors as soon as practical.

11. ADDITIONAL WCCLS SUPPORT FOR CONTRACTORS. WCCLS support for any new automated or in-person or remote service points, building expansions, annexes, Inordinate Expansion of Network, or digital resources will be negotiated separately from this Agreement and a signed letter of agreement must be executed prior to WCCLS committing staff, fiscal, or equipment resources to those projects.

12. BASE SERVICE LEVELS TO BE PROVIDED BY CONTRACTORS. By receipt of funds from WCCLS, each Contractor agrees to provide library services in accordance with Base Service Levels and minimum conditions for public libraries with a service population of over 2,000 as laid out in Oregon Administrative Rule 543-010-0036 or any subsequent revision or amendment thereof. Contractors that are Nonprofit Corporations will comply with all applicable State Statutes and Rules governing Oregon Nonprofit Corporations. Contractor agrees to provide the following:

12.1. Collections and materials. Provide and maintain:

12.1.1. Local collection comprising physical books, media, and other materials (at minimum, through June 30, 2027).

12.1.2. Access to community-focused collections comprising physical books and media in priority languages to meet local patron needs provided by WCCLS (after June 30, 2027).

12.2. Community outreach and engagement. Provide and maintain:

12.2.1. A Contractor provided website that enables local library users to learn about Contractor hours, services, programs, as well as local library leadership, policies, and governance information.

12.2.2. Link to wccls.org to ensure compliance with OAR 543-010-0036, providing access to State Library of Oregon resources and services available to all Oregon residents.

12.3. Personnel. Provide and maintain:

12.3.1. Staffing levels of at least four full-time equivalents or staffing sufficient to support 45 open hours per week at each staffed library location, whichever is greater.

12.3.2. At least one full-time exempt employee.

12.3.3. Schedules to ensure paid library staff are available during all hours the library is open to the public.

12.4. Programs and services. Provide and maintain:

12.4.1. In-person services for people of all ages in response to community needs and demand.

12.4.2. Regular and consistent programming in response to community demand, including targeted programming for Early Childhood Literacy, Youth, Teens, and Adults.

12.5. Technology. Provide and maintain:

12.5.1. Staff computers, scanners, and printers.

12.5.2. Circulation technology to support efficient operations, including but not limited to barcode scanner(s), device(s) for checking materials in and out, receipt printer(s), and radio-frequency identification (RFID) pad(s).

12.5.3. Free public access computers with internet access.

12.6. Public spaces. Provide and maintain:

12.6.1. Access to buildings and the services within.

12.6.2. A minimum of 45 open hours every week (Sunday – Saturday), including at least one evening (open to at least 6 pm) and at least one weekend day (Saturday or Sunday) per week, with the following exceptions:

12.6.2.1. Buildings may be closed for state and federal holidays, and therefore open less than 45 hours in a week with a state or federal holiday.

12.6.2.2. Buildings may be closed to provide professional development to library staff, and therefore open less than 45 hours in that week, for up to 12 non-consecutive days per fiscal year.

12.6.2.3. Building closures may be necessary due to inclement weather conditions, and facility or safety emergencies, and therefore open less than 45 hours in that week.

12.6.2.4. Should a Contractor need to temporarily close a building for more than two weeks due to a facility or safety emergency, Contractor should provide a plan to WCCLS for reopening and alternative service.

12.6.2.5. Should a Contractor need to temporarily close a building for more than four weeks due to a planned facility upgrade, Contractor will provide a plan to WCCLS for how alternative space and services will be provided by the Contractor, no less than 6 months in advance of the planned closure, or as soon as practicable Any additional support from WCCLS to support these alternative services and spaces should be mutually agreed upon and captured in a memorandum of agreement to be signed no less than 3 months before the planned closure, or as soon as practicable. The parties agree that the purpose of advance notice and any resulting memorandum of agreement is to enable transparent planning and efficient allocation of WCCLS resources.

12.6.2.6. Should a Contractor need to temporarily close a building for more than four weeks due to a planned facility upgrade, Contractor will provide, at minimum, 6 months' notice for other Contractors operating library buildings within adjacent service areas, or as soon as practicable.

12.7. Operations. Provide and maintain:

12.7.1. Basic policies in place and accessible online that incorporates relevant American Library Association (ALA) professional ethical codes and rules.

12.7.2. The annual statistical report as required under Oregon Revised Statutes Chapter 357.520 and Oregon Administrative Rules Chapter 543-010-0035.

13. COOPERATIVE SERVICE AGREEMENTS. In addition to the Base Service Levels set forth in Section 12, each Contractor agrees to provide library services in accordance with the following cooperative service agreements. Contractor agrees to:

13.1. Ensure the same level of access to materials, resources, and services for all Eligible Users within the same User Category, as established by Cooperative policies and procedures.

13.2. Not charge Eligible Users fees for the checkout or renewal of library materials, except as expressly permitted by Cooperative policies and procedures and uniformly applied to all Eligible Users within the same User Category.

13.3. Apply all fees, limitations, and policies uniformly to Eligible Users within the same User Category. Such fees may include special service fees authorized by Cooperative policies and procedures.

13.4. Abide by Cooperative policies and procedures as agreed upon by the WCCLS Library Leadership Group.

13.5. Take full responsibility for linking item information for Contractor's holdings to Bibliographic Records in the catalog; and for meeting cataloging standards as outlined in the Policies and Procedures (up to June 30, 2027).

13.6. Only distribute library cards provided by WCCLS to library users.

13.7. Clearly identify its cooperative membership in its own public communications or publicity materials using approved WCCLS branding and membership language.

13.8. Clearly credit WCCLS when promoting resources and services provided by WCCLS using approved WCCLS branding and language.

14. SERVICE BOUNDARIES AND SERVICE POPULATIONS. Contractors agree to provide library services in accordance with the established Service Boundaries as set forth in EXHIBIT A "FY2026-2027 through FY2030-2031 Library Service Boundaries" and described within this section.

14.1. ESTABLISHING SERVICE BOUNDARIES. Service Boundaries were established by assigning County voter precincts to Contractors based on an analysis of overlap

of voter precincts with existing city boundaries, travel time to Contractor libraries, and alignment with Urban Planning Area Agreements as of October 2025. A summary of the methodology used to establish Service Boundaries is included in EXHIBIT B “Library Service Boundary Methodology.”

14.2. PURPOSE OF SERVICE BOUNDARIES. Service Boundaries will be used to define the community or populations for which each Contractor is recognized as the primary service provider for public library services. Service Boundaries define the geographic area for which each Contractor is primarily responsible for providing outreach services to clarify service responsibility and avoid duplication or gaps in outreach services. Service Boundaries will also be used for determining each Contractor’s official service population for annual statistical reporting to the State Library of Oregon, and applications for state and federal library funding.

14.3. COORDINATION OF SERVICE ACROSS BOUNDARIES. Service Boundaries shall not be used to deny access to materials, resources and services for Eligible Users. Requests for specific services by schools or other community organizations located within a Service Boundary, and received by a library in a different Service Boundary, will be referred to a library within the requester’s Service Boundary. Partnerships or other coordinated services may be agreed on by multiple libraries to better serve the public if the library within the requester’s Service Boundary is not able to meet the need.

14.4. SERVICE POPULATIONS. Each Contractor’s service population shall consist of the population residing within the defined Service Boundary, as defined within this Agreement. WCCLS shall update service population estimates on an annual basis only for the purpose of annual statistical reporting and applications for state and federal library funding. Service population estimates will be provided to Contractors in time to fulfill State Library of Oregon statistical reporting requirements.

14.5. MODIFICATIONS RESULTING FROM ANNEXATION. If during the term of this Agreement a city Contractor annexes land within their Urban Planning Area Agreement, the previously unincorporated service area and corresponding population will be reassigned to the city Contractor. Within a two-year period of the annexation, the annexed land will fully transition to the city Contractor for library service. During the transition period, library service shall be provided in accordance with a service transition plan developed by the affected Contractors, with support from the County, and the funding distribution for affected lands will be reviewed. At the conclusion of the transition period, the annexed land shall be fully transitioned to the city Contractor for purposes of service responsibility, service population reporting, and funding.

14.6. OTHER MODIFICATIONS TO SERVICE BOUNDARIES. No other changes to Service Boundaries shall be made for the term of this Agreement.

15. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT. No person shall be denied the benefits of or be subjected to discrimination in any program, service, or activity provided by County personnel, Contractors, or consultants on the grounds of race, color, national origin, English proficiency, age, disability, religion, marital status, familial status, sex, gender, gender identity, sexual orientation, or source of income. Contractors and subrecipients acknowledge that they are aware of federal, state, and local non-discrimination requirements. Washington County contracts and subrecipient agreements include the non-discrimination clauses required by federal statute and executive orders and their implementing regulations.

15.1. CONTRACTOR COMPLIANCE. Contractors will:

15.1.1. Post notice that free language assistance is available;

15.1.2. Use document translation and/or interpretation services upon request of the user;

15.1.3. Ensure that library card applications are available to users in the multiple language options provided by WCCLS, at a minimum printing them upon request;

15.1.4. Post notice and make interpretation services available for any public meetings related to library governance, such as library advisory boards.

15.2. WCCLS COMPLIANCE. WCCLS will:

15.2.1. Provide signage to libraries of Contractors indicating that free language assistance is available;

15.2.2. Provide access to translation and interpretation services to the libraries of Contractors who do not already have access to this service;

15.2.3. Provide library card applications in Safe Harbor Languages;

15.2.4. Work towards providing an online payment interface in Safe Harbor Languages.

16. FUNDING ALLOCATIONS. As compensation to Contractor for the services to be provided pursuant to this Agreement, WCCLS agrees to distribute funds to Contractor on the basis set forth in this section.

16.1. PURPOSE OF FUNDS. By receipt of funds from WCCLS, each Contractor agrees to expend those funds to provide library services in accordance with the established Base Service Levels and Cooperative Service Agreements. In the event that WCCLS future funding allocations are reduced to the extent that Base Service Levels cannot be met, WCCLS and Contractors will determine mutually agreeable

service levels to be provided. Contractors must spend all funds received from WCCLS on library operations to fulfill Base Service Levels before expending funds on other allowable costs. Allowable costs for city Contractors include indirect costs, also known as overhead or administrative charges, and building lease costs for all Contractors. Once Base Service Levels are met, funds received from WCCLS may be used to support the development of a local fund balance as allowed per local policy or a fund balance to support up to four months of total annual Contractor expenditures for base library service, whichever is less. Funds received from WCCLS cannot be used for capital improvements including but not limited to new building construction, land acquisition, permanent improvement of buildings or building systems, or major repairs or deferred maintenance that extends the useful life of the facility. Routine building maintenance and minor repairs necessary to maintain safe, accessible and functional library facilities as well as expenditures related to furniture, fixtures, and movable equipment are allowable costs.

16.2. FUND BALANCE. The Board of County Commissioners, WCCLS and the Contractors are committed to a strategy that balances fiscal prudence with service delivery to meet community needs. WCCLS will maintain a minimum fund balance of three months of total annual expenditures. As projected annual expenditures increase, the total minimum fund balance will increase proportionately. This is an exception to Washington County's Budget Contingency and Reserve Policy (Administrative Policy 411), which is authorized by the Board of County Commissioners, as per Section 3 of Policy 411.

16.3. FUNDING DISTRIBUTION. WCCLS shall determine the total payment to be made to each Contractor during the term of this Agreement by using the method set forth in Section 16 and based on figures set forth in EXHIBIT C "Library Funding Allocations" and EXHIBIT D "Library Funding Allocation Methodology." Funding distributions to Contractors shall be provided through the following mechanisms.

16.3.1. LIBRARY FUNDING ALLOCATION. Library funding allocations will be determined based on the FY26-27 funding allocations determined through the Funding and Governance Project presented in EXHIBIT C "Library Funding Allocations" and adjusted annually based on the procedures outlined in Section 16.3.2.

16.3.2. REVENUE-BASED ESCALATION OR REDUCTION OF ALLOCATIONS. Escalation or reduction of annual funding allocations for Contractors and WCCLS will be determined based on the net percentage increase or decrease in total projected revenue. Should total revenue combine for a net percentage increase over the previous fiscal year, funding allocations will be increased by that net percentage increase amount. Should total revenue combine for a net percentage decrease over the previous fiscal year, funding allocations will be decreased by that net percentage decrease amount. Net

percentage increase or decrease in total projected revenue will be determined in accordance with Sections 16.3.2.1 and 16.3.2.2.

16.3.2.1. TOTAL PROJECTED REVENUE. For the purpose of establishing funding allocations each year, Total Projected Revenue will be determined according to the following formula: [Projected Local Option Levy Revenue + Projected Delinquent Local Option Levy Taxes + Projected County General Fund Transfer] = Total Revenue. The County acknowledges the historical importance of General Fund support in the success of the library cooperative. The County is committed to allocation of General Fund in addition to the Local Option Levy revenue to support base service levels, with the understanding that projected County General Fund Transfers are determined through the County's annual budget process.

16.3.2.2. NET PROJECTED REVENUE INCREASE OR DECREASE. Net projected increase or decrease to total revenues will be determined according to the following formula: [Total Projected Revenue – Estimated Actual Total Revenues for the Current Fiscal Year] / [Estimated Actual Total Revenue for the Current Fiscal Year]*100 = Net Increase or Decrease to Total Projected Revenue. Estimated actual total revenue for the current fiscal year will be based on year-to-date actual revenues and financial forecasts prepared as part of the County's annual budget process.

16.3.2.3. NOTIFICATIONS OF ALLOCATIONS. WCCLS will provide Contractors with a written notice of forecasted allocation no later than January 31 annually, for the following fiscal year. The forecasted allocation will be based upon assessed value information and financial forecasts provided to the Board of County Commissioners in public meetings by Washington County staff.

16.3.3. REVENUE FROM USER FEES. Contractors and WCCLS may collect fees from users as allowed through Cooperative policy. Revenue from user fees will be retained by the Party who collects the fees. After deducting the cost for fee collection, revenue can only be used for allowable costs.

16.3.4. ADJUSTMENTS IN FUNDING DISTRIBUTIONS. Except as described in Section 14.5, no increases to funding allocations will be made in response to Contractor's opening a library service outlet prior to July 1, 2031. No decreases to funding allocations will be made in response to a Contractor's closing a library service outlet prior to July 1, 2031, as long as Contractor continues to operate one service outlet that meets Base Service Levels.

16.3.4.1. NOTIFICATION OF ADJUSTMENTS. WCCLS shall notify the Contractors in writing of any adjustments under this Section as soon as possible and no later than January 31.

16.3.5. DISTRIBUTION SCHEDULE. WCCLS shall make quarterly distributions to all Contractors on July 15, October 15, January 15, and April 15 of each fiscal year during the term of this Agreement. If any distribution date falls on a weekend or County-recognized holiday, distribution shall be made on the next business day.

17. SHARED ACCOUNTABILITY COMMITMENTS

17.1. PURPOSE OF SHARED ACCOUNTABILITY COMMITMENTS. The Parties agree that maintaining transparency, communication, and shared responsibility is essential to the effective operation of Cooperative library services. This section outlines high-level commitments related to reporting, communication, and addressing issues with the goal of reaching compliance in a collaborative manner.

17.2. SHARED REPORTING COMMITMENTS. The Parties agree to participate in a collective reporting process that supports system-wide understanding of service levels, financial stewardship, and fulfillment of responsibilities under this Agreement. At intervals established through the Library Leadership Group and Executive Board, and no less than annually, each Contractor and WCCLS will provide information sufficient to demonstrate compliance with agreements related to the use of library funds and delivery of Base Service Levels. The type and format of information to be shared shall be developed collectively and documented in an attachment or guidance adopted by the Library Leadership Group and Executive Board. This guidance will be adopted by January 31, 2027.

17.3. ONGOING COMMUNICATION. In addition to formal notice requirements for library closures laid out in Section 12.6.2, each Contractor and WCCLS agree to share information with Contractors as early as practical when local decisions or circumstances may reasonably affect Cooperative-wide services. Communications should be documented in writing for clarity and transparency with all Contractors. This may include, but is not limited to, matters regarding fulfillment of roles and responsibilities, compliance with shared policies or local policy, and/or funding or service changes that may impact services. The intent of this communication is to support early awareness, facilitate Cooperative planning, and maintain alignment across the Cooperative.

17.4. COOPERATIVE PROCESS FOR ADDRESSING ISSUES. If questions or concerns arise regarding a Contractor's or WCCLS's current ability to meet obligations under this Agreement or Cooperative-wide policies, the Parties agree to follow a collaborative problem-solving process:

17.4.1. INITIAL DIALOGUE. The Parties affected will first meet to clarify the issue, share information, and mutually determine whether adjustments or supports are needed.

17.4.2. COLLABORATIVE REVIEW. If further review is required, the matter may be brought to the Library Leadership Group for operational problem-solving or the Executive Board for problem-solving involving funding or governance issues. Issues will be brought before the Library Leadership Group or Executive Board according to the bylaws established outside of this Agreement.

17.4.3. ESCALATION ONLY WHEN NEEDED. If the issue cannot be resolved collaboratively, it may be elevated to County Administration and, if necessary, to the Board of County Commissioners for guidance, consistent with existing governance roles.

17.4.4. DOCUMENTATION. Resolutions or next steps agreed upon by the Parties will be documented for shared understanding and future reference.

18. TERMINATION.

18.1. The County may terminate this Agreement effective the end of any fiscal year upon sixty (60) days' written notice if sufficient funds are not available.

18.2. Each Contractor may terminate this Agreement effective the last day of a given fiscal year upon sixty (60) days' written notice to the County.

18.3. County and any individual Contractor may terminate participation in this Agreement separately. Any individual termination shall have no bearing or effect on the Agreement between remaining Parties and County, and the Agreement shall remain in full force and effect.

18.4. Upon delivery of a notice of termination under Sections 18.1 or 18.2, this Agreement shall remain in full force and effect through the end of the applicable fiscal year. During such period, the County shall continue to provide funding and each Contractor shall continue to provide library services in accordance with this Agreement, unless the Parties agree otherwise in writing.

19. INSURANCE. Each Contractor shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Contractors, its employees and agents.

19.1. City Contractors agree to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

19.2. For Contractors which are Nonprofit Corporations, certification of insurance meeting the County's minimum requirements as set forth in EXHIBIT E "Insurance Requirements Summary Form," shall be provided to WCCLS, and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds. Annual renewal certificates of insurance shall be submitted promptly to WCCLS via email to contracts@wccls.org.

20. COMPLIANCE WITH APPLICABLE LAWS. The Parties shall comply with all federal, state and local laws and ordinances applicable to the work performed under the Agreement including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those law, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

20.1. Equal Opportunity. The Parties shall not discriminate against their employees (including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the Parties.

20.2. Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. As applicable, the Contractor agrees to:

20.2.1. Make payment promptly, as due, to all persons supplying to Contractor, labor or material for the performance of the work provided for in this Agreement;

20.2.2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement;

20.2.3. Pay to the Department of Revenue all sums withheld from employee s pursuant to ORS 316.167.

21. INDEMNIFICATION AND HOLD HARMLESS. Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs at trial and on appeal) arising from the indemnitor's performance of this Agreement where the loss or

claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution. The parties agree to promptly notify the other in writing of any such claim or demand to indemnify and agree to cooperation with each other in a reasonable manner to facility the defense of any such claim or demand.

22. DEBT LIMITATION. This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon appropriation of funds therefor.

23. INDEPENDENT CONTRACTOR. Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party nor its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

24. NOTICE. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

25. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

26. CAPTIONS. Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the Parties hereto.

27. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

28. AMENDMENT. This Agreement may only be amended in writing and signed by all of the Parties.

SIGNATURES

For Washington County

Approved as to form:

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

For Contractor

Approved as to form:

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

EXHIBIT A: FY2026-2027 through FY2030-2031 Library Service Boundaries

Attached at end of the document

EXHIBIT B: Library Service Boundary Methodology

Library Service Boundaries are used to define the specific geographic area for which each Partner is responsible for providing base services, as well as provide a means for calculating each Partner’s service population. The methodology for establishing Service Boundaries follows the following steps:

1. **Partition the County into distinct geographic units.** 100% of the County is partitioned into distinct geographic units using Washington County Assessment & Taxation voter precincts¹ so as to align with Partner municipal boundaries.
2. **Assign each geographic unit to one or more Partners.** Each geographic unit is assigned to one or more Partner service areas according to the following decision-tree:

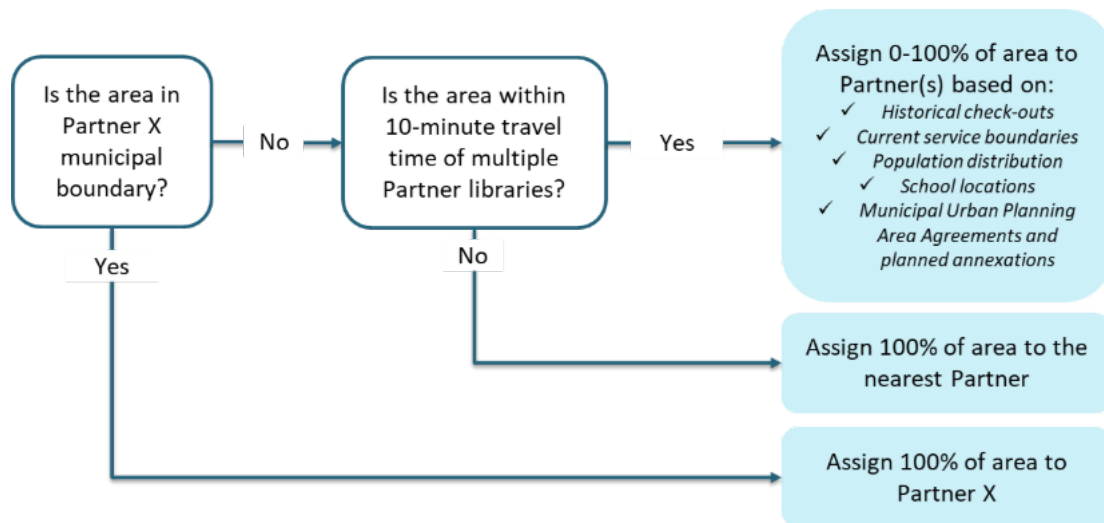


Figure 1: Decision-Tree for Allocation Geographic Units to Partner Library Services Boundaries

EXHIBIT C: FY2026-2027 Library Funding Allocations

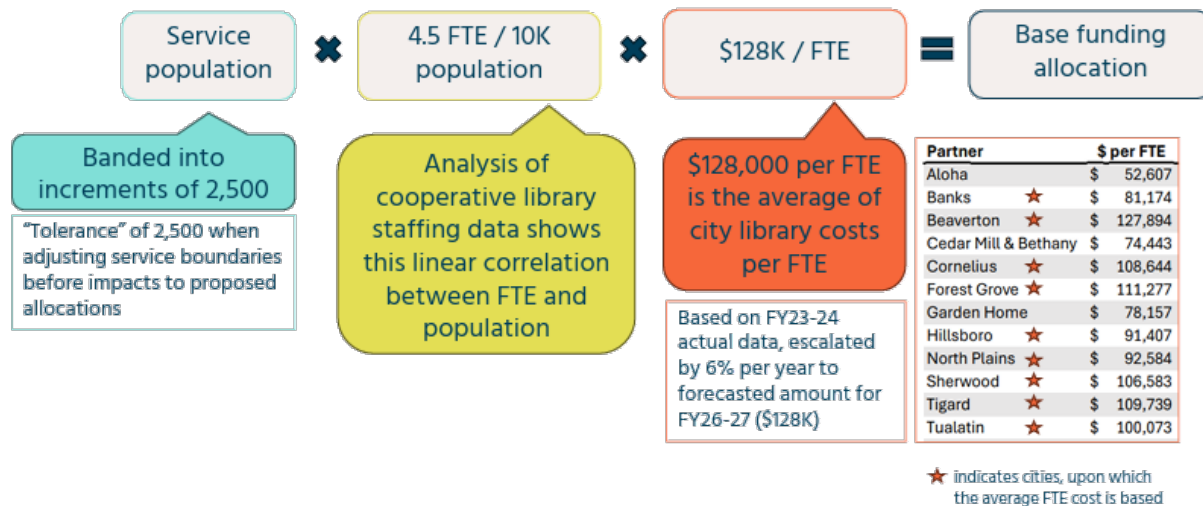
Partner	FY26-27 Allocation
Aloha	\$1,581,151
Banks	\$512,000
Beaverton	\$7,424,000
Cedar Mill + Bethany	\$5,534,315
Cornelius	\$1,088,000
Forest Grove	\$1,231,813
Garden Home + West Slope	\$1,689,296
Hillsboro	\$6,992,000
North Plains	\$512,000
Sherwood	\$1,520,000
Tigard	\$4,526,201
Tualatin	\$2,009,850
WCCLS	\$17,000,000
<i>Total</i>	<i>\$51,620,626</i>

EXHIBIT D: Library Funding Allocation Methodology

Library Funding Allocations for FY2026-2027 were determined according to a funding allocation methodology developed as part of the WCCLS Funding and Governance Project. The funding allocation methodology is intended to support base service levels in a way that acknowledges operational differences resulting from past funding levels while moving towards a more consistent level of investment in each Partner library. The methodology, outlined in the figure below, follows the following steps:

1. The population within a Partner’s service boundary is estimated¹ and rounded down to the nearest multiple of 2,500².
2. The rounded service population is used to determine the number of funding units³ allocated to each Partner as described in Figure 1.
3. The allocated funding units are multiplied by a dollar per unit⁴ to arrive at the base allocation for each Partner.
4. Non-profit Partners serving unincorporated areas of the County are allocated an additional dollar amount per facility square-foot to support the cost of maintaining library facilities.

Figure 2: Methodology for calculating Library Funding Allocations



¹ 2022 American Community Census population data

² Population intervals of 2,500 are used to reduce the funding allocation formula’s sensitivity to population estimates and stabilize funding allocations.

³ The funding units correlate to a number of full-time equivalent (FTE) units to be allocated in addition to a base allocation of 4 FTE units, the minimum requirement outlined in the base service levels. Funding units above the base 4 FTE were assigned based on additional service population above 5,000 people according to the relationship of 4.5 FTE per 10,000.

⁴ The dollar per unit was established by calculating the average costs for city Partners (\$128,000).

EXHIBIT E: Insurance Requirements for Nonprofit Contractors

10/4/22



WASHINGTON COUNTY OREGON

ATTACHMENT C INSURANCE REQUIREMENTS SUMMARY FORM

Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Worker's Compensation and Automobile Liability coverage.

It is strongly advised that contractors give this information to their insurance agent to verify that all requirements can be met.

- 1. COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall at all times carry a Commercial General Liability insurance policy for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract. The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement**.

Not Required.

COMMERCIAL GENERAL LIABILITY INSURANCE with limits of not less than:

 - \$500,000 / \$1,000,000
 - \$1,000,000/\$2,000,000
 - \$2,000,000 / \$4,000,000
 - Other: \$ _____ each occurrence / aggregate for Bodily Injury and Property Damage.
 - ADDITIONAL INSURED ENDORSEMENT not required.

- 2. AUTOMOBILE LIABILITY INSURANCE.** Contractor shall at all times carry Automobile Liability Insurance for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.

Not required.

AUTOMOBILE LIABILITY INSURANCE with a combined single limit per accident, or the equivalent of not less than:

 - \$1,000,000
 - \$2,000,000
 - Other: \$ _____ each accident for Bodily Injury and Property Damage for Contractor's vehicles whether owned, hired, or non-owned.
 - No requirement in excess of that required under state law.
 - Automobile Liability Additional Insured Endorsement is not required.

- 3. PROFESSIONAL LIABILITY INSURANCE** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy.

Not required.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than:

 - \$1,000,000/\$2,000,000
 - \$1,000,000/\$3,000,000
 - \$2,000,000/\$4,000,000
 - Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)/aggregate to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

EXHIBIT E: Insurance Requirements for Nonprofit Contractors (continued)

4. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- OTHER: \$ _____
5. **OTHER COVERAGE(S) REQUIRED**
- A. **POLLUTION OR ASBESTOS LIABILITY INSURANCE** with limits of not less than
- \$1,000,000
 - Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)
- AND
- \$1,000,000
 - Other: \$ _____ in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.
- B. **EMPLOYEE DISHONESTY AND MONEY AND SECURITIES** with a limit of not less than \$ 250,000 each occurrence to cover Theft, Disappearance and Destruction of cash or negotiable securities in the care, custody or control of the contractor for County or on behalf of County clients.
- C. **CYBER LIABILITY INSURANCE** with limits of not less than
- \$1,000,000
 - Other: \$ _____ each occurrence to cover data losses caused by cyber attacks, viruses, other threats, paper transactions, crisis services and lawsuits that result from data breaches or your failure to protect sensitive information.
- D. **PHYSICAL ABUSE AND MOLESTATION INSURANCE** with limits of not less than
- \$1,000,000
 - Other \$ 500,000 each occurrence to cover actual or threatened physical abuse, mental injury, sexual molestation, or negligent employment, supervision, investigation, reporting to proper authorities or retention of any person for whom the Contractor is responsible for, including but not limited to Contractor and Contractor's employees and volunteers. Coverage can be provided by a separate policy or as an endorsement to the general or professional liability policies.
- E. **PRODUCTS COMPLETED OPERATIONS HAZARD ADDITIONAL INSURED ENDORSEMENT** naming Washington County, its agents, officers, elected officials and employees with respect to liability for Bodily Injury and Property Damage.
- F. **BUILDER'S RISK** \$ _____ Contractor to provide the additional coverage types and limits required on large construction projects, as outlined by the Risk Manager. The coverage requirements remain in place through the duration of the construction project. If the Builder's Risk policy renews annually during the construction project, any significant changes require County Risk

EXHIBIT E: Insurance Requirements for Nonprofit Contractors (continued)

Manager approval prior to implementation. The County is to receive copy of new policy with the approved changes and will attach to the original contract terms. Contractor with proof of payment and cost for coverage may be reimbursed at cost with no mark-up for the Builder's Risk coverage.

- G. **OTHER** (describe coverage and limits):
County agrees to waive Subcontractor Insurance requirements

NOTES:

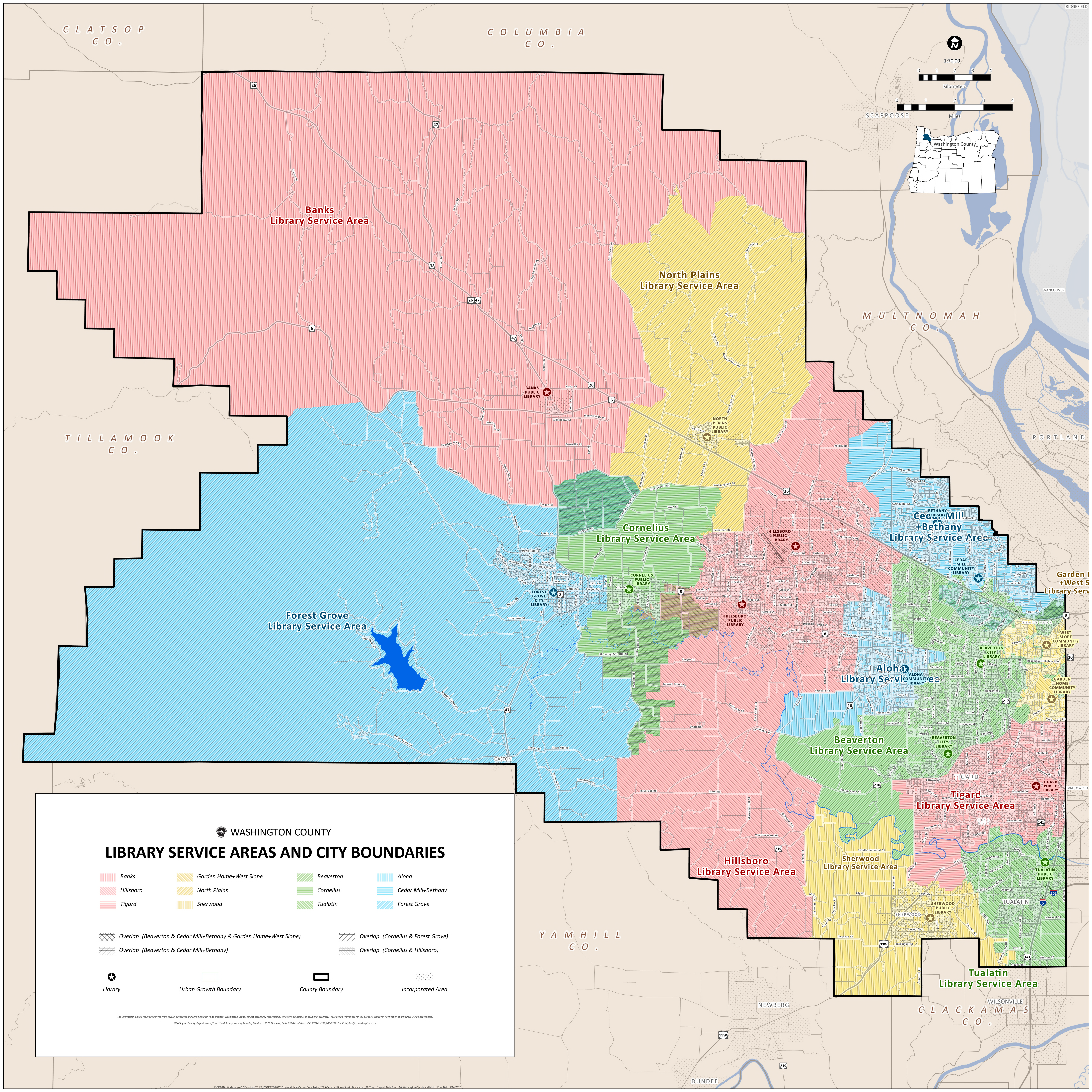
Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of the contract.

Maximum Deductible/Retention. Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.

Additional Insureds. The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.

Insurance Certificates. Contractor shall deliver to the County, prior to the commencement of work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.

Subcontractor Insurance. Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless the requirement is expressly modified or waived by the County.



CLATSOP
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COLUMBIA
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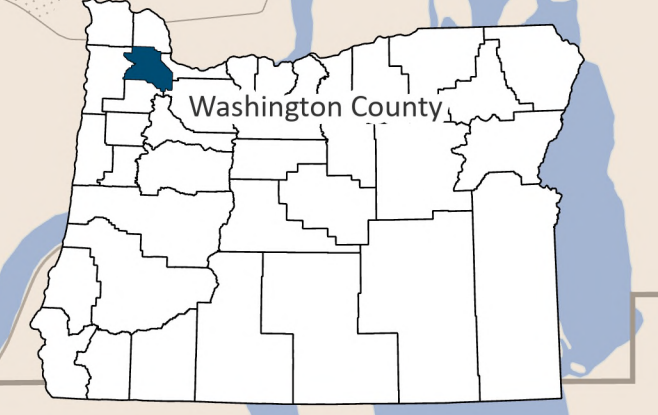
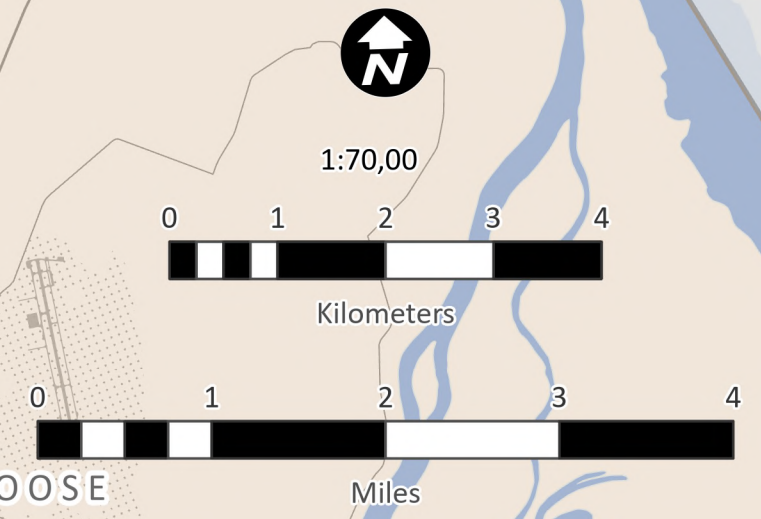
YAMHILL
CO.

CLACKAMAS
CO.

WASHINGTON COUNTY
LIBRARY SERVICE AREAS AND CITY BOUNDARIES

- | | | | |
|---|------------------------------------|-----------------|--------------------|
| Banks | Garden Home+West Slope | Beaverton | Aloha |
| Hillsboro | North Plains | Cornelius | Cedar Mill+Bethany |
| Tigard | Sherwood | Tualatin | Forest Grove |
| Overlap (Beaverton & Cedar Mill+Bethany & Garden Home+West Slope) | Overlap (Cornelius & Forest Grove) | | |
| Overlap (Beaverton & Cedar Mill+Bethany) | Overlap (Cornelius & Hillsboro) | | |
| Library | Urban Growth Boundary | County Boundary | Incorporated Area |

The information on this map was derived from general databases and care was taken in its creation. Washington County cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties for this product. However, verification of any errors will be appreciated.
Washington County, Department of Land Use & Transportation, Planning Division, 131 N. First Ave., Suite 300-14 Hillsboro, OR 97124 (503)946-3129 Email: logand@washcounty.org



STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: June 22, 2026

PROJECT TEAM: Colleen Winters, Library Director

SUBJECT TITLE: Resolutions regarding the Cooperative Governance Agreement and the Cooperative Operating Agreement between the city of Forest Grove and Washington County on behalf of Washington County Cooperative Library Services (WCCLS)

ACTION REQUESTED: Ordinance Order Resolution Motion Informational

2040 VISION PLAN

Action 4.1: Explore and support external funding opportunities to sustain Library programs and services.

BACKGROUND

The City of Forest Grove is a founding member of the Washington County Cooperative Library Services (WCCLS) cooperative, established in 1976, along with Banks, Cornelius, Beaverton, Hillsboro, Sherwood, Tigard, and Cedar Mill libraries. Since that time, Tualatin, Garden Home, North Plains, and Aloha libraries have joined, now comprising all libraries in Washington County.

Since 2006, the Washington County Board of Commissioners, who governs WCCLS, has submitted a 5-year library operating levy to the voters which has passed every election. Funding from the operating levy and the County general fund is appropriated every year to the member libraries for operations including staff, materials, programming and equipment. Capital costs, facility maintenance, and remaining operating costs are the responsibility of the member library.

Commensurate with the 5-year levy cycle, each member library enters into agreements with WCCLS that govern roles, responsibilities, governance, funding, service levels, information services, service boundaries, insurance, and more. The terms of the agreements are the same for every library member. The agreements were revised in 2006 and again in 2016. Beginning in early 2024, the County engaged in an extensive two-year process to revise the 2016 agreements. The two agreements and the major revisions to each are noted below.

Cooperative Governance Agreement

This agreement stipulates how WCCLS will govern itself including meetings, elections, members, and roles and responsibilities of each member, WCCLS staff, and the County Board of Commissioners. This IGA is “perpetual” unless a member ceases to be a party to WCCLS or if three-quarters of all members vote to terminate WCCLS. The major changes include:

- Formatted to match the Cooperative Operating Agreement
- Clarified roles and responsibilities for the Executive Board, Leadership Group, and WCCLS staff. The Executive Board is comprised of City Managers and provides “strategic leadership, oversight, and accountability” and makes recommendations to the Board of Commissioners. The Leadership Group is comprised of Library Directors and provides “operational leadership and subject matter expertise” and makes recommendations to the Executive Board and WCCLS staff. WCCLS staff are the liaison between the Board of Commissioners, Executive Board, and Leadership Group.
- Added decision-making framework to clarify who and how decisions are made.

Cooperative Operating Agreement

This agreement governs funding allocations, base service levels, service boundaries, information technology/network services, insurance and indemnification. This agreement is renewed and revised every 5 years commensurate with the County library operating levy. The major changes include:

- Updates term to 2026-2031
- Establishes “base service levels” that apply to all member libraries. Base service levels include:
 - Remain open a minimum of 45 hours per week with library staff available, including at least one evening and weekend day per week
 - Free public access to computers with internet
 - Establishing use policies and providing annual activity reports to WCCLS
- Established service boundaries with service populations
 - Boundaries were based on County voter precincts, city boundaries, travel time and urban planning area agreements
 - Includes language about annexation processes
 - Boundaries cannot be used to deny access and service to library patrons
 - Forest Grove’s service area remained essentially the same
- Specifies that user fees can be retained by the member library
- Changed the funding formula and funding amounts for member libraries
 - It increases the County contribution to Forest Grove by 24% in the first year from approximately \$1million to \$1.24 million
 - It does not specify a funding amount for the remaining 4 years of the IGA. Instead, it provides a funding formula stipulating the funding is comprised of 100% of the County operating levy revenue and any general fund revenue the County Board of Commissioners authorizes during the annual budget process. Due to the increase in the operating levy, the percentage of General Fund revenues as part of the overall library funding has declined from 54% in FY 24-25 to 34% in FY 26-27. In response to concerns that the IGA does not specify a general fund contribution, the County revised the funding language in the IGA to state:
 - “The County acknowledges the historical importance of General Fund support in the success of the library cooperative. The County is committed to allocation of General

Fund in addition to the Local Option Levy revenue to support base service levels, with the understanding that projected County General Fund Transfers are determined through the County's annual budget process.”

PROCESS

The County Board of Commissioners approved the draft agreements on May 26 and requested WCCLS staff send them to the member libraries for City Council or Board of Directors (for non-profits) approval. The city has until June 30 to adopt or not adopt the IGA's. The Board of Commissioners will sign the agreements last. If a member library does not sign, WCCLS will discontinue library services to that member effective July 1, 2026.

FISCAL IMPACT

Under the first year of the IGA, Forest Grove Library will receive approximately \$1.24 million from WCCLS or approximately 68% of the total library's budget.

RECOMMENDATION

Staff recommends the City Council approve the IGA's and authorize the City Manager to sign them.

ATTACHMENTS

- Resolution approving the Cooperative Governance Agreement
 - Exhibit A: Cooperative Governance Agreement
- Resolution approving the Cooperative Operating Agreement
 - Exhibit A: Cooperative Operating Agreement

RESOLUTION NO. 2026-24

RESOLUTION APPROVING THE COOPERATIVE GOVERNANCE AGREEMENT (AGREEMENT) BETWEEN THE CITY OF FOREST GROVE AND WASHINGTON COUNTY, ON BEHALF OF THE WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS), AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT, COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2031

WHEREAS, the city of Forest Grove was a founding member of WCCLS in 1976 and is currently a member of WCCLS; and

WHEREAS, the Cooperative Governance Agreement (formerly a different name) has been updated periodically in accordance with the County library operating levy, with the most recent update occurring in 2016; and

WHEREAS, beginning in early 2024, the County engaged member libraries in an extensive process to update the 2016 intergovernmental agreements; and

WHEREAS, the Cooperative Governance Agreement stipulates how WCCLS is governed including meetings, elections, members, roles, responsibilities, the Executive Board, the Leadership Group, WCCLS staff, the Board of Commissioners, and how decisions within WCCLS are made; and

WHEREAS, the Cooperative Governance Agreement is “perpetual” and remains in effect unless a member ceases to be a party to WCCLS or if three-quarters of all members vote to terminate WCCLS.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council hereby approves the Cooperative Governance Agreement, attached as Exhibit A.

Section 2. The City Council hereby authorizes the City Manager to sign the Cooperative Governance Agreement, attached as Exhibit A.

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

PRESENTED AND PASSED this 8th day of June, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 8th day of June, 2026.

Malynda H. Wenzl, Mayor

COOPERATIVE GOVERNANCE AGREEMENT

This Cooperative Governance Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as “County,” on behalf of Washington County Cooperative Library Services, hereinafter referred to as “WCCLS,” and the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and the Aloha Community Library Association, Cedar Mill Community Library Association and the Garden Home Community Library Association, hereinafter referred to as “Contractor(s).”

WITNESSETH

WHEREAS, Washington County has approved funding for county-wide library services including non-fee access by County residents to public libraries operated by Contractors; and

WHEREAS, a Cooperative Operating Agreement exists to define the method for distribution of those funds and the rights and responsibilities of WCCLS and Contractors in the provision of county-wide library services; and

WHEREAS, the Parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries; and

WHEREAS, all Parties are desirous of providing residents of Washington County with access to public library services and Contractors are capable of providing such access and services; and

WHEREAS the participating jurisdictions now desire to enter into this Agreement to provide, among other things, an Executive Board and Library Leadership Group among the participating jurisdictions and assigning responsibilities thereto in order to serve as advisors to the County regarding the provision of county-wide library service;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS. The following definitions shall be used in constructing the following phrases, terms and abbreviations in this Agreement:

1.1. Collective Decisions – Actions or recommendations that materially affect Cooperative governance, funding, or services.

1.2. Cooperative – The collective of WCCLS, participating Contractors, and governance bodies established under this agreement to provide county-wide library services.

1.3. Cooperative-wide – Refers to matters that affect the governance, operations, or coordination of the Cooperative and its participating library service providers, including WCCLS and Contractors.

1.4. County-wide – Refers to matters that affect or are intended to serve the entire population or geographic area of Washington County.

1.5. WCCLS (Washington County Cooperative Library Services) – A department of county government which exists to coordinate, contract for, and/or provide a full range of library and information services to all residents of the county.

1.6. WCCLS Executive Board – the Board established to advise the Board of County Commissioners and the WCCLS Manager on matters pertaining to the funding for Cooperative-wide library services, distribution of financial resources by WCCLS for the provision of Cooperative-wide public library services, and long-term governance and funding strategies.

1.7. WCCLS Information Network – The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the wccls.org website and its resources; other databases and e-content provided by WCCLS for member library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware, or peripheral products provided to member libraries and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

1.8. WCCLS Library Leadership Group – the group (formerly Policy Group) established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of Cooperative-wide public library services, and to advise the WCCLS Manager.

2. TERM OF AGREEMENT. This Agreement shall be in effect from July 1, 2026, and shall remain in effect perpetually thereafter, until such time as this Agreement is wholly or partially terminated pursuant to Section 11 herein.

3. GOVERNING BODY. WCCLS shall continue to be governed by the Washington County Board of County Commissioners. A WCCLS Executive Board, described below, shall be involved by the Board of County Commissioners and the Cooperative Library Services Manager in matters pertaining to the funding for cooperative-wide library services, distribution

of financial resources by WCCLS for the provision of cooperative-wide public library services, and long-term governance and funding strategies.

A WCCLS Library Leadership Group, also described below, shall provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of cooperative-wide public library services, and to advise the WCCLS Manager.

4. WCCLS EXECUTIVE BOARD

4.1. MEMBERSHIP. The Executive Board shall consist of twelve (12) voting Board Members (“Members”) representing the twelve current Contracting library service providers. For the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, the Members shall be the City Manager of those jurisdictions or their designees. For the Aloha Community Library Association, the Cedar Mill Community Library Association, and the Garden Home Community Library Association, the Members shall be representatives designated by the Contractors’ governing boards.

4.2. NON-VOTING MEMBERS. The Washington County Administrator (or designee) and WCCLS Manager shall represent county-wide services and serve as Members of the Executive Board as non-voting members who participate in discussion. The Chair and Vice-Chair of the WCCLS Library Leadership Group shall also serve as Members of the Executive Board as non-voting members who participate in discussion. Non-voting members do not count towards quorum.

4.3. APPOINTMENTS TO THE WCCLS EXECUTIVE BOARD. Except as otherwise specified herein, appointments for all Contractors and the County are continuous, and Members shall serve at the pleasure of their appointing authorities.

4.4. ROLE OF THE EXECUTIVE BOARD. The Executive Board shall provide strategic leadership, oversight, and accountability for the Cooperative. Executive Board members serve as liaisons between the Cooperative and their individual organizations and governing bodies, ensuring individual accountability to the Intergovernmental Agreements (IGAs) and communicating key information about Cooperative matters to local leadership and governing bodies. The Executive Board advises and makes recommendations to the Board of County Commissioners, the County Administrator, and the WCCLS Manager on issues pertaining to Cooperative-wide funding, governance, and service delivery.

4.5. RESPONSIBILITIES OF THE EXECUTIVE BOARD.

4.5.1. Strategic Leadership, Oversight, and Accountability for the Cooperative.
Executive Board members will:

4.5.1.1. Provide collective leadership for the Cooperative by developing and maintaining shared vision and priorities and providing recommendations in alignment with these shared vision and priorities.

4.5.1.2. Demonstrate accountability to requirements outlined in the IGA by reporting out on their individual organization's fulfillment of performance requirements.

4.5.1.3. Maintain oversight over Cooperative's performance by reviewing and monitoring performance reporting from all member organizations.

4.5.2. Liaisons to Local Organizations and Governing Bodies. Executive Board members will, in a timely manner:

4.5.2.1. Communicate relevant Cooperative information to local leadership and governing bodies.

4.5.2.2. Represent local priorities, perspectives, and concerns back to the full Executive Board for consideration.

4.5.3. Advisory to the Board of County Commissioners, County Administrator, and WCCLS Manager. Executive Board members will:

4.5.3.1. Review, discuss, and provide recommendations on policy considerations pertaining to Cooperative-wide funding, governance, and service delivery.

4.5.3.2. Provide input and recommendations on funding strategies for the Cooperative, including local option levy proposals or proposals for other funding alternatives.

4.5.3.3. Provide input and recommendations on long-term governance changes, such as amendments to the Cooperative Governance Agreement or proposals for alternative governance strategies.

4.6. SCHEDULE OF MEETINGS. The Executive Board within the first quarter of the term of the Cooperative Operating Agreement or as soon thereafter as reasonable, shall adopt rules governing its procedures, which shall include at a minimum: 1) time and place of regular meetings; 2) the method and manner of calling special meetings; 3) the method, term, and manner of establishing committees or sub-committees; and 4) Executive Board by-laws and rules of procedure. The Executive Board shall meet as needed to adequately execute its duties and responsibilities but not fewer than four times per year. The first organizational meeting shall be a joint meeting with the WCCLS Library Leadership Group and thereafter a joint meeting shall be held as needed, to be determined by the Executive Board. All meetings of the Executive Board shall be held in accordance with Oregon Public Meeting Laws, ORS 192.610 to 192.710.

4.7. ELECTION OF OFFICERS. The Executive Board at its first organizational meeting or as soon thereafter as reasonable, shall elect a Chair and Vice Chair/Chair Elect. The term of each position shall be two years, with elections held at the Executive Board's first meeting of the calendar year in which terms have concluded. The Chair, or the

Vice Chair/Chair Elect in their absence, shall preside over all meetings of the Executive Board. The WCCLS Manager (or designee) shall serve as Clerk of the Board and be responsible for providing notices of meetings and keeping minutes, as required by Oregon Public Meeting Laws.

4.8. QUORUM. A majority of the Members of the Executive Board shall constitute a quorum. All decisions of the Executive Board, unless otherwise provided herein, shall require the presence of a quorum and a vote of those representatives in attendance in accordance with the decision-making structure defined within this agreement.

4.9. VOTING. Each voting Member of the Executive Board shall have one vote. In the event that a Member is unable to attend a meeting in which a vote is scheduled to take place, the Member may appoint a designee to attend and vote in their place.

4.10. ADDING OR SUBTRACTING MEMBERS. Members shall be added to the Executive Board, as needed, to represent new library service providers admitted to the Cooperative through the Cooperative Operating Agreement. Members shall be subtracted from the Executive Board at such time as a library service provider withdraws from membership in the Cooperative and ceases to be a Party to the Cooperative Operating Agreement, or when a city assumes management and fiscal responsibilities for operating a community library, or when two or more library service providers merge into one administrative entity. A library that changes its governance (EX: a city library becomes a community library, or a city or community library establishes a library district) retains its membership rights in WCCLS including membership on the Executive Board and authority to receive funds through the Cooperative Operating Agreement.

5. WCCLS LIBRARY LEADERSHIP GROUP

5.1. MEMBERSHIP. The WCCLS Library Leadership Group (“Library Leadership Group”) shall consist of twelve (12) voting Members representing the twelve (12) current contracting library service providers. These twelve Members shall be the Library Director/Manager or their designee.

5.2. NON-VOTING MEMBERS. The WCCLS Manager shall represent county-wide services and serve as a Member of the Library Leadership as a non-voting member who participates in discussion.

5.3. ROLE OF THE LIBRARY LEADERSHIP GROUP. The Library Leadership Group shall provide operational leadership and subject matter expertise for the Cooperative. Library Leadership Group members serve as liaisons between the Cooperative and their individual organization’s library staff, advisory committees, and community members, ensuring alignment with the Intergovernmental Agreements (IGAs) and Cooperative-wide policies, and communicating key information about Cooperative matters to local staff and community members. The Library Leadership Group advises

and provides recommendations to the Executive Board and the WCCLS Manager on issues pertaining to Cooperative-wide service delivery, including operational impacts, community needs, and emerging issues.

5.4. RESPONSIBILITIES OF THE LIBRARY LEADERSHIP GROUP.

5.4.1. Operational Leadership and Subject Matter Expertise for the Cooperative. The Library Leadership Group members will:

5.4.1.1. Provide leadership for the Cooperative by identifying and addressing local and Cooperative-wide needs and challenges, and by discussing, elevating, and recommending actions to address emerging trends and issues related to providing library services.

5.4.1.2. Provide operational leadership over their individual libraries, ensuring alignment with the operational requirements outlined in the IGA and supporting Cooperative-wide strategies, policies, and procedures.

5.4.1.3. Serve as subject-matter experts on the local delivery of library services in line with local priorities, strategies, and service impacts.

5.4.1.4. Develop, approve, and implement Cooperative-wide policies and procedures for the delivery of public library services.

5.4.2. Liaisons to Local Staff, Community Members, and Advisory Groups. The Library Leadership Group members will:

5.4.2.1. Communicate relevant Cooperative information to local staff, community members, and local advisory groups and library support groups.

5.4.2.2. Identify and communicate local challenges and opportunities related to day-to-day operational realities of their libraries while participating in Cooperative-wide decisions regarding service delivery.

5.4.2.3. Identify and elevate community needs and challenges while participating in Cooperative-wide decisions regarding service delivery.

5.4.3. Advisory to the Executive Board and WCCLS Manager. The Library Leadership Group will:

5.4.3.1. Review, discuss, and make recommendations for the development and implementation of shared policies and procedures for the delivery of public library services.

5.4.3.2. Collaborate with Executive Board and WCCLS in strategic planning efforts and advance agreed-upon goals and objectives.

5.4.3.3. Partner with WCCLS Manager to develop recommendations on strategies and alternatives for identifying and addressing trends, risks, emerging issues, and funding strategies for providing long-term library services.

5.5. SCHEDULE OF MEETINGS. The Library Leadership Group within the first quarter of the term of the Cooperative Operating Agreement or as soon thereafter as reasonable, shall adopt rules governing its procedures, and include at a minimum: 1) time and place of regular meetings; 2) method and manner of calling special meetings; 3) method of establishing committees or sub-committees; and 4) Library Leadership Group by-laws and rules of procedure. The Library Leadership Group shall meet monthly or as needed to execute its duties and responsibilities. The first organizational meeting shall be a joint meeting with the WCCLS Executive Board and thereafter joint meetings shall be held as needed, to be determined by the Executive Board.

5.6. ELECTION OF OFFICERS. The Library Leadership Group at its first organizational meeting or as soon thereafter as reasonable, shall elect a Chair and Vice Chair/Chair Elect. The term of the officers shall be for one year, with elections held at the Library Leadership Group's first meeting of each calendar year. The Chair, or the Vice Chair/Chair Elect in their absence, shall preside over all meetings of the Library Leadership Group.

5.7. QUORUM. A majority of the Members of the Library Leadership Group shall constitute a quorum. All decisions of the Group, unless otherwise provided herein, shall require the presence of a quorum and a vote of those representatives in attendance in accordance with the decision-making structure defined within this agreement.

5.8. VOTING. Each voting Member of the Library Leadership Group shall have one vote. Under circumstances when a Member cannot attend, they may, prior to the meeting, submit a vote to the Chair on a specific issue under signature in writing or by email that clearly identifies the sender.

5.9. ADDING OR SUBTRACTING MEMBERS. Member representatives shall be added to the Library Leadership Group, as needed, to represent new library service providers admitted to the Cooperative through the Cooperative Operating Agreement. Member representatives shall be subtracted from the Library Leadership Group at such time as a library service provider withdraws from membership in the Cooperative and ceases to be a Party to the Cooperative Operating Agreement, or when a city assumes management and fiscal responsibilities for operating a community library, or when two or more library service providers merge into one administrative entity. A library that changes its governance (EX: a city library becomes a community library, or a city or community library establishes a library district) retains its membership on the Library Leadership Group.

6. WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS)

6.1. ROLE OF WCCLS. WCCLS, a department of Washington County, shall distribute funding as approved by the Washington County Board of County Commissioners and provide infrastructure, subject matter expertise, leadership, and coordination in providing county-wide library services. WCCLS serves as steward of WCCLS resources, services, and infrastructure that link all Partner libraries into one Cooperative. The WCCLS Manager serves as a liaison between the Board of County Commissioners, County Administrator, Executive Board, and Library Leadership Group.

6.2. RESPONSIBILITIES OF WCCLS.

6.2.1. Funding, infrastructure, leadership, collaboration, coordination, and subject matter expertise in providing infrastructure and Cooperative-wide library services. WCCLS will:

6.2.1.1. Through the County's annual budget process, distribute funding as approved by the Board of County Commissioners to support the infrastructure and centralized services that link all libraries and support Cooperative libraries in accordance with the provisions of the Cooperative Operating Agreement.

6.2.1.2. Coordinate the transition to centralized collections management through a collaborative process with Cooperative Partners; continue to manage centralized collections.

6.2.1.3. Acquire and maintain the County-operated physical sites and equipment, obtain and manage contracts, and hire and retain staff to support infrastructure and Cooperative-wide library services.

6.2.1.4. Provide subject-matter expertise on county funding and the delivery of Cooperative-wide services.

6.2.1.5. Retain and protect personally identifiable information (PII) and other data in accordance with Washington County policy and applicable laws.

6.2.2. Steward of WCCLS resources and services that link all Partner libraries. WCCLS will:

6.2.2.1. Provide leadership, oversight, and accountability for WCCLS resources and services intended to serve the entire Cooperative.

6.2.2.2. Lead and coordinate, with input and feedback from the Executive Board and Library Leadership Group, efforts to build support for Cooperative-wide library services.

6.2.2.3. Lead and coordinate, with input and feedback from the Executive Board and Library Leadership Group, efforts to identify and pursue funding strategies to support Cooperative services, including levy proposals or proposals for other funding alternatives for Board of County Commissioners consideration.

6.2.2.4. Lead and coordinate, with input and feedback from the Executive Board and Library Leadership Group, efforts to identify and pursue long-term governance changes, such as amendments to the Cooperative Governance Agreement or proposals for alternative governance strategies for Board of County Commissioners consideration.

6.2.3. Liaison between the Board of County Commissioners, County Administrator, Executive Board, and Library Leadership Group. The WCCLS Manager will:

6.2.3.1. Communicate key information about policy proposals from the Executive Board for Board of County Commissioners' consideration.

6.2.3.2. Communicate relevant Cooperative information to the Board of County Commissioners, County Administrator, Executive Board, and Library Leadership Group.

6.2.3.3. Communicate key information about relevant Board of County Commissioners policy priorities and relevant County Administration priorities back to the Cooperative.

6.2.3.4. Collaborate with Partners to identify and address operational, policy, contractual, and fiscal challenges and opportunities related to delivery of infrastructure and services for informing Cooperative-wide decisions regarding service delivery.

6.2.3.5. Collaborate with Partners to identify and elevate county-wide community needs and challenges for informing Cooperative-wide decisions regarding service delivery.

7. COLLECTIVE DECISION-MAKING

7.1. PURPOSE AND SCOPE OF COLLECTIVE DECISION-MAKING. The Parties acknowledge that certain matters affecting the Cooperative as a whole are best considered and resolved through a coordinated and consistent decision-making process. For purposes of this Agreement, “Collective Decisions” are actions or recommendations that materially affect Cooperative governance, funding, and services. The categories of decisions considered Collective Decisions are further detailed in Attachment A “Decision-Making Matrix,” which shall be used to guide the Parties in determining the appropriate decision-making pathway.

Matters that are primarily local in nature shall remain under the authority of the individual Contractor or governing body, except where otherwise specified herein or in the Cooperative Operating Agreement. Collective Decisions shall be made using the governance structure established by this Agreement, including the WCCLS Executive Board, the WCCLS Library Leadership Group, WCCLS, and the Washington County Board of County Commissioners (BCC), each acting within the scope of its defined responsibilities.

7.2. DECISION-MAKING STRUCTURE. The Parties shall utilize the Cooperative’s established governance framework to review, consider, and make recommendations concerning Collective Decisions. This structure, comprised of the WCCLS Executive Board, the WCCLS Library Leadership Group, WCCLS, and the BCC, shall remain the basis for Cooperative decision-making for the duration of this Agreement.

7.3. VOTING MECHANISM FOR COLLECTIVE DECISIONS. Except as otherwise provided in this Agreement, Collective Decisions requiring action or recommendation by the Cooperative shall satisfy a two-thirds majority vote. Decisions requiring formal action by the BCC shall proceed as recommendations through the Cooperative's governance structure and shall be considered by the BCC in accordance with applicable laws and County procedures.

7.4. FAILURE TO ACHIEVE TWO-THIRDS MAJORITY. If the Cooperative fails to achieve the required two-thirds majority vote on a Collective Decision requiring Board of County Commissioners action, WCCLS will transmit a summary of the decision-making process, including the final vote and options considered, to the BCC.

8. AMENDMENTS. All changes, modifications, or amendments to this Agreement shall only be considered upon approval of three fourths (3/4) of the Member representatives of the Executive Board. Following a recommendation from the Executive Board, this Agreement may be changed, modified, or amended only in writing executed by three fourths (3/4) of the Parties to this Agreement.

9. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any Party.

10. INTERPRETATION. The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement. This Agreement has been negotiated and prepared by the Parties with their counsel. Any ambiguities with respect to any provision of this Agreement will be construed fairly as to all Parties and not in favor nor against any Party.

11. TERMINATION. This Agreement may be terminated only pursuant to the following:

11.1. This Agreement shall terminate as to any individual Party upon that Party ceasing to be a Party to the Cooperative Operating Agreement.

11.2. This Agreement shall terminate in its entirety, as to all Parties, upon execution of a declaration signed by three-fourths (3/4) of all Parties to this Agreement terminating its effectiveness.

12. COMPLIANCE WITH LAWS. The Parties shall comply with all federal, state and local laws and ordinances applicable to the work performed under the contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the

Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those law, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

13. LIABILITY AND INDEMNIFICATION. Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs at trial and on appeal) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution. The parties agree to promptly notify the other in writing of any such claim or demand to indemnify and agree to cooperation with each other in a reasonable manner to facility the defense of any such claim or demand.

14. NO BENEFITS. No Party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other Party.

15. NOTICE. Any Contractor shall give immediate written notice to the County of any action or suit filed or any claim made against that Party that may result in litigation and is directly related to this Agreement.

16. INSURANCE. Each Party agrees to maintain insurance or self-insurance, as applicable, in accordance with ORS 30.282. The specific types and minimum levels of insurance required of the Parties shall be as set forth in the then-current operating agreement between the parties governing the provision of library services ("Cooperative Operating Agreement").

Each Party agrees to comply with the insurance requirements established in the Cooperative Operating Agreement for so long as the Cooperative Operating Agreement remains in effect. Nonprofit Contractors shall provide certification of insurance upon request, in accordance with the Cooperative Operating Agreement.

In the event no Operating Agreement is in effect, each Party shall maintain insurance or self-insurance at levels sufficient to comply with the Oregon Tort Claims Act, including ORS 30.270 and ORS 30.282, until such time as a successor operating agreement becomes effective.

17. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

18. CAPTIONS. Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the Parties hereto.

FOR THE CONTRACTOR:

Signature

Title

Date

FOR WASHINGTON COUNTY:

Signature

Title

Washington County

APPROVED AS TO FORM:

Sr. Assistant County Counsel

ATTACHMENT A: DECISION-MAKING MATRIX

The following table provides an overview of the categories of decisions referenced in this Agreement and identifies whether they are subject to Collective Decision-Making, local decision-making, or WCCLS decision-making. This attachment is intended to guide the Parties in determining the appropriate decision-making pathway.

	Governance Decisions	Funding Decisions	Service Decisions
Collective Decisions	Changes to governance structure IGA revisions	Levy renewal/replacement proposals Funding allocation methodology adjustments Cooperative-wide funding strategies	Develop and maintain shared vision and priorities Service strategies and plans to address operational needs and emerging issues Cooperative-wide policies affecting patron experience and staff workflows Contracts for Cooperative-wide service Base service levels Cooperative-wide communications and outreach Cooperative-wide programs and initiatives
Local Decisions	Local board policies and advisory group roles/responsibilities	Local budgeting and resource allocation Local facility or equipment maintenance and operations	Local service delivery strategies and priorities Local communications and outreach Local programs and initiatives
WCCLS Decisions		WCCLS budgeting and resource allocation Central facility equipment or maintenance and operations	Operate and maintain county-wide infrastructure Operate and maintain county-wide services

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Kim Ezell, Assistant City Manager

CC: Jesse VanderZanden, City Manager

MEETING DATE: June 8, 2026

SUBJECT TITLE: Resolution: IT Intergovernmental Agreement with City of Tigard

ACTION REQUESTED: Ordinance Order Resolution Motion Informational

2040 VISION PLAN

Community Connection Goal: We envision an engaged and connected Forest Grove community with inclusive spaces for all ages, where strong partnership, active civic participation, and shared information foster collaboration and belonging.

Outcome: Increased partnership and collaboration among community organizations and the City.

2026-2028 City Council Action Plan: Complete deferred IT maintenance.

BACKGROUND

In 2025, after the IT Manager resigned – the City had difficulty recruiting for the IT Manager role. To manage the City’s IT needs, the City hired the IT services firm Structured. This limited solicitation procurement was approved by the Local Contract Review Board in June 2025. The Structured contract expires in October 2026.

Since Structured was hired in 2025, IT services have stabilized and backlogged IT maintenance has been addressed including:

- Updated workstations for employees
- Most computers updated to Windows 11
- Critical cybersecurity updates
- Servers updated and entered into a regular patching cycle
- Future projects identified

On May 11, 2026 staff presented to Council a proposed partnership with the City of Tigard for IT services. Under the proposed Intergovernmental Agreement (IGA), Tigard’s IT Department will support the City of Forest Grove with:

- IT Leadership

- Workforce Assessment
- Critical IT System Support
- Cybersecurity
- Enterprise Systems
- Training and Documentation

The City of Tigard is uniquely able to assist the City of Forest Grove as it has recently completed many of the IT projects that Forest Grove is planning to accomplish including:

- Phone system upgrade
- Standardizing employee workstation rollouts
- Cybersecurity upgrades
- Enterprise system deployment and training

The partnership with the City of Tigard will serve as a pilot example of how local municipalities can work collaboratively to efficiently manage IT systems across jurisdictions.

FISCAL IMPACT

The total value of the IGA is \$144,000 and will be funded by the City's Information Systems Fund. The IGA is estimated to save the City \$96,000 by partnering with a municipal entity in place of a private business.

RECOMMENDATION

Staff recommends the City Council approve the attached resolution.

ATTACHMENTS

- Resolution 2026-25
- Exhibit A: Intergovernmental Agreement Job-Share – Information Technology Support

RESOLUTION NO. 2026-25

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF TIGARD AND THE CITY OF FOREST GROVE FOR JOB-SHARE INFORMATION TECHNOLOGY SUPPORT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Forest Grove desires to enter into an Intergovernmental Agreement (IGA) with the City of Tigard; and

WHEREAS, the Parties collaboratively developed an Information Technology (IT) Support program that focuses on evaluating the City of Forest Grove's current IT infrastructure, creating a framework for sustainable IT services, and supplementing the current IT resources of Forest Grove; and

WHEREAS, ORS 190.010 authorizes the parties to enter this IGA for the performance of any or all functions and activities that a party to the IGA has authority to perform.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The City Council of the City of Forest Grove hereby approves the IGA between the City of Tigard and the City of Forest Grove relating to Information Technology Support, as stated in Exhibit A.

Section 2. The City Manager is hereby authorized to execute the IGA on behalf of the City of Forest Grove.

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

PRESENTED AND PASSED this 8th day of June 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 8th day of June 2026.

Malynda H. Wenzl, Mayor

Exhibit A

INTERGOVERNMENTAL AGREEMENT JOB-SHARE – INFORMATION TECHNOLOGY SUPPORT

This Intergovernmental Agreement (this “**Agreement**”) is entered into by and between the CITY OF FOREST GROVE, an Oregon municipal corporation (“**Forest Grove**”), and the CITY OF TIGARD, an Oregon municipal corporation (“**Tigard**”). Forest Grove and Tigard are each referred to individually as a “Party” and collectively as the “Parties” to this Agreement.

RECITALS

- A. By the authority granted in ORS 190.010 *et seq.*, units of local government in Oregon may enter into intergovernmental agreements for the performance of any function or activity that either party has the authority to perform.
- B. Forest Grove is currently evaluating its IT department and requires interim consulting and leadership expertise to support the rebuilding and stabilization of its operations.
- C. Tigard currently employs a qualified IT Manager with the expertise and capacity to provide support to Forest Grove in an Assistant IT Director role. In addition, Tigard has documented resources and personnel with capacity who can provide supplemental education and consulting services to Forest Grove as needed.
- D. The Parties desire to enter into this Agreement to facilitate the temporary sharing of personnel and expertise in a manner that promotes operational efficiency, maintains compliance with public contracting requirements, and serves the public interest.

Now, therefore, in consideration of the mutual promises and benefits set forth herein, the Parties agree as follows:

I. AGREEMENT

- 1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which Tigard will provide certain IT services to Forest Grove which are more particularly described in the scope of services attached to this Agreement as Exhibit A (“Services”).
- 2. **Employee Assignment.** Tigard will assign its IT Manager and IT Director (“Employee” or “Employees”) to provide the Services to Forest Grove for the duration of this Agreement. Tigard will also make available relevant policies, training materials, and, as capacity allows, additional staff expertise. The general scope of services to be provided by Tigard is set forth in Exhibit A.

3. **Employment Status and Compensation.** The Employees shall remain employees of Tigard for all purposes, including salary, benefits, leave, and employment rights. Tigard retains ultimate responsibility and authority over employment-related matters related to the Employees (e.g., discipline, performance evaluation, leave approval).
4. **Compensation and Payment.** Forest Grove agrees to compensate Tigard for the Services in the amount of \$12,000 per month, with no additional charges for overages or project-related costs. Tigard shall invoice Forest Grove on a monthly basis for the Services performed under this Agreement. Payment is due within thirty (30) calendar days of receipt of each invoice. Tigard represents that the Employees have working hours sufficient to provide the Services. However, the Parties acknowledge that there may be times where both Cities' needs exceed the Employees' number of available working hours. In those cases, Tigard's needs will be prioritized over Forest Grove's.
5. **Effective Date, Term, and Termination.** This Agreement is effective on July 1, 2026, (the "**Effective Date**") and shall continue, unless otherwise terminated in accordance with the terms of this Agreement, until June 30, 2027 (the "**Expiration Date**"). The Agreement may be reviewed annually and renewed for additional one (1) year terms upon mutual written agreement of the Parties. Either Party may terminate this Agreement for any reason upon thirty (30) calendar days' prior written notice to the other Party.

II. GENERAL PROVISIONS

1. **Amendments.** The Parties may amend this Agreement at any time, but all such amendments must be in writing and signed by the Parties' authorized representatives.
2. **Project Managers.** The project manager for Tigard is Keri Anderson, keri.anderson@tigard-or.gov. The project manager for Forest Grove is Kim Ezell, kezell@forestgrove-or.gov. The Parties may change their project managers at any time by providing written notice to the other Party.
3. **Assignment.** Neither Party may assign nor subcontract its rights, duties, or obligations under this Agreement without the written consent of the other Party.
4. **Compliance with Applicable Law.** Each Party shall comply with all applicable federal, state, and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability. In addition, each Party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the responsibilities provided under this Agreement.
5. **Counterparts.** This Agreement may be signed in counterparts that, taken together, constitute one and the same agreement. Signatures provided by electronic means,

including PDF or an electronic signature service, shall be deemed effective as originals for all purposes.

6. **Force Majeure.** Neither Party shall not be in default of its obligations under this Agreement where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, pandemics, acts of God, governmental restrictions imposed 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.
7. **Governing Law; Disputes; Forum.** This Agreement shall be construed according to the laws of the State of Oregon. The parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the parties are unable to resolve any dispute within fourteen (14) calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
8. **Indemnification.** Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each Party agrees to hold harmless, defend, and indemnify each other, including their officers, agents, and employees, against all claims, demands, penalties, actions and suits (including the cost of defense thereof and all attorney fees and costs, through all appeals) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the acts or omissions of that Party or its officers, employees or agents. Further, Forest Grove agrees to defend and indemnify Tigard's Employee(s) when acting in any capacity for Tigard as it relates to other claims not covered by the Oregon Tort Claims Act, including but not limited to any administrative proceedings or contractual disputes with third parties.
9. **Independent Contractor.** Each Party is an independent contractor with regard to each other Party and agrees that the performing party has no control over the work or the manner in which it is performed. No Party is an agent or employee of any other. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
10. **Insurance.** Each Party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

11. **Merger.** This Agreement represents the full understanding of the Parties and supersedes any prior or contemporaneous agreements, whether oral or in writing, between the Parties.
12. **No Third-Party Beneficiaries.** No person not a party to this Contract is an intended beneficiary of this Contract, and no person not a party to this Contract shall have any right to enforce any term of this Contract.
13. **Severability.** If any term or provision of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect, and the invalid, illegal, or unenforceable term shall be deemed modified to the extent necessary to render it valid and enforceable, consistent with the intent of the Parties.

[Signatures on the following page]

APPROVALS

By signing this Agreement, the Parties acknowledge they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

FOR THE CITY OF FOREST GROVE:

FOR THE CITY OF TIGARD:

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Date

Date

EXHIBIT A

Scope of Services

The purpose of this Agreement is for the City of Tigard to support the City of Forest Grove in stabilizing its IT department and infrastructure, assisting with the hiring and training of qualified staff, collaboratively evaluating the ideal IT infrastructure for Forest Grove, and ultimately transitioning Forest Grove to a sustainable service model. The City of Tigard will achieve this by delivering professional IT leadership, education, and evaluation services.

The City of Tigard's IT Director will provide strategic insight and advisory oversight to Forest Grove's Assistant City Manager on matters including **contracts, vendor services, change management, IT policies, communications, and project management.**

The City of Tigard's IT Manager will serve in an Assistant IT Director capacity for the City of Forest Grove, providing **technical expertise, system design, education, and recruitment support**, with final approval authority, for policies, purchases, hiring, and other decisions retained by Forest Grove's Assistant City Manager.

Task 1: IT Leadership

- Weekly check-in meetings with the Forest Grove Assistant City Manager
- Weekly check-in meetings with Forest Grove IT staff
- Develop a long-term, sustainable, budget projection for Forest Grove's IT needs
- Provide template IT policy and communications documents
- Oversee identified IT projects

Task 2: Workforce Assessment

- Assess Forest Grove's current IT staffing and identify ideal future state
- Evaluate current state of Forest Grove IT infrastructure, propose a path to sustainable IT management, and execute plan in collaboration with Forest Grove staff
- Assist the Forest Grove Assistant City Manager with supervision of current IT staff, including assigning tasks, training staff, and contributing to evaluations.

Task 3: Critical IT System Support

- The City of Tigard will oversee **monitoring and alerting** of critical IT systems and services for the City of Forest Grove to support system reliability and incident response; however, the City of Forest Grove shall maintain its own on-call support

schedule, and the City of Tigard's on-call support shall be limited to critical disruptions.

Task 4: Cybersecurity

- The City of Tigard will advise on **cybersecurity** practices and **CJIS** compliance. The City of Tigard will share developed policies, procedures, and training materials.

Task 5: Enterprise Systems

- The City of Tigard will share developed training materials for **Tyler Technologies** modules deployed within the City of Tigard.
- The City of Tigard will share guidance and best practices for Tyler implementation – but will not project manage implementation unless otherwise agreed upon by the two parties.

Task 6: Training and Documentation

- The City of Tigard will share developed **technical training** materials and documentation.

All services provided under this Agreement are advisory in nature. The City of Forest Grove retains full responsibility for all IT decisions and for ensuring compliance with applicable laws, regulations, and policies. The City of Forest Grove will consult its legal counsel and other advisors, as appropriate and is not relying on the recommendations or opinions of the City of Tigard or Tigard's Employees.

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

CC: Kim Ezell, Assistant City Manager
Sally Cicerchi, Assistant Finance Director

MEETING DATE: June 8, 2026

SUBJECT TITLE: Resolution: Appropriation Transfers

ACTION REQUESTED: Ordinance Order Resolution Motion Informational

2040 VISION PLAN

The recommended budget transfers support Vision 2040 Action Items.

BACKGROUND

The adopted budget for the biennium is based upon best estimates at the time the budget is adopted. During the biennium, unanticipated events occur and necessary projects are identified, and it's appropriate to transfer appropriations. As a result, it is standard procedure to review expected budgeted expenditures at the mid-biennium and make staff recommendations for adjustments. ORS Chapter 294 permits governing bodies to transfer appropriations within a fund by resolution so the budgeted appropriations are not exceeded.

Staff presented the recommended transfers below to the Forest Grove Budget Committee on May 12 and 19, 2026. The Budget Committee unanimously recommended the Forest Grove City Council approve the requested appropriation transfers.

Staff has prepared a resolution for Council consideration. The specific reason for the proposed appropriations is discussed below, and the numbers correspond to the numbers in the proposed resolution:

The following appropriation transfers are for FY 2025-26.

1. **Water Fund** appropriation transfer would move \$40,000 from Water Fund Contingency to Water Treatment Plant Equipment
 - a. **Water Treatment Plant Booster; \$40,000:** The raw water booster was budgeted to be maintained but upon inspection, was irreparable and required a total replacement resulting in a cost overrun of \$40,000 for FY 25-26.

The following appropriation transfers are for FY 2026-27.

2. **Light & Power Fund** appropriation transfer would move \$125,000 from Light & Power Contingency to Light & Power Regular Employee Wages.
 - a. **Apprentice Lineman; \$125,000:** This addition would enable the Light & Power Department to train an aspiring lineman to replace a retiring lineman. Currently, there is a severe shortage of linemen, and the Department is experiencing an increasing workload. This position would help the Department get a head start on assuring a replacement. The cost of the FTE would be funded from contingency. The retiring position would attrition upon retirement resulting in no net increase to FTE's.

3. **Street Fund** appropriation transfer would move \$70,000 from Street Fund Contingency to Street Fund Major Tools and Work Equipment (\$45,000) and Street Fund Construction (\$25,000).
 - a. **DS-1 Facility; \$45,000:** DS-1 serves as a material disposal/holding site. It primarily stores leaves from our leaf program, sewer grit, catch basin grit, street sweeping debris, and excavation materials until they can be transported for disposal. Currently, the facility requires repairs to the asphalt and an expansion of the asphalt for other areas utilized for material storage. Addressing these repairs will also resolve some drainage problems present at the site. The total estimated cost for completing this work is \$180,000. The expenses will be distributed among all four public works funds, as each department equally relies on the DS-1 facility.
 - b. **Downtown Parking Striping; \$25,000:** Per a recent Council work session, several parking striping improvements were identified to add parking in downtown. These funds would be used to hire a contractor to perform the work.

4. **Sewer Fund** transfer would move \$245,000 from Sewer Fund Contingency to Sewer Fund Major Tools & Work Equipment (\$45,000) and Sewer Fund Sewer Construction (\$200,000).
 - a. **DS-1 Facility; \$45,000:** See Street Fund above.
 - b. **19th Avenue Sewer Pipeline Replacement; \$200,000:** The sewer pipe on 19th Avenue between Filbert between Elm was recently videoed due to backup complaints and is at risk of catastrophic failure. The pipe is 80+ years old, made of clay, and suffers from extensive root intrusion and multiple breaks. The project would replace the line.

5. **Water Fund** transfer would move \$295,000 from Water Fund Contingency to Water Fund Major Tools & Work Equipment (\$45,000), Water Fund Water Projects (\$180,000), and Water Fund Water Treatment Plant Equipment (\$70,000)
 - a. **DS-1 Facility; \$45,000:** See Street Fund above.
 - b. **Compound Water Meter; \$180,000:** This antiquated water meter was recently inspected and cannot be repaired. It is reading inaccurately resulting in reduced revenues. The meter location is complicated as it resides in an old vault and replacement is severely constrained by a natural gas line and private check-valve assembly, resulting in a new meter, vault, location, and connections being needed
 - c. **Water Treatment Plant Booster; \$15,000:** Continued repairs from Water Treatment Plant Booster above.
 - d. **Watercrest and David Hill Pump Station; \$25,000:** These two pumps are 50 and 41

years old and have been experiencing surge problems that create excessive pressure and lead to pipe breakages. To extend their life and mediate surges, an electrical “soft start” was installed as an inexpensive corrective measure. Unfortunately, the soft start failed to work as intended necessitating replacement of the pumps. The new pumps would have variable drives to eliminate pressure surges.

- e. **Water Reservoir Inspection; \$30,000:** Design is progressing on the water reservoir replacement, and an inspection of the existing reservoir is necessary for design to progress. The inspection will determine the life expectancy of the existing reservoir and therefore final estimated costs of the new reservoir, as well as identify any immediate repair needs.
6. **Water SDC Fund** transfer would move \$380,000 from Water SDC Fund Contingency to Water SDC Fund Construction Projects.
 - a. **College Way Water Line Replacement; \$380,000:** The water line on College Way between University and Pacific is one of the last remaining steel water main lines in the city. It is rapidly deteriorating and has recently experienced multiple breaks and leaks. This project will replace the 2” “dead-end” main line with a larger 4” “through” line which will improve water quality and redundancy.
 7. **Surface Water Management Fund** transfer would move \$45,000 from SWM Fund Contingency to SWM Fund Major Tools & Work Equipment.
 - a. **DS-1 Facility; \$45,000:** See Street Fund above.

FISCAL IMPACT

Please see above.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution.

ATTACHMENT

- Resolution 2026-26

RESOLUTION NO. 2026-26

RESOLUTION TRANSFERRING APPROPRIATIONS WITHIN VARIOUS FUNDS FOR PUBLIC WORKS AND LIGHT & POWER FOR FISCAL YEARS 2025-26 AND 2026-27

WHEREAS, the City Council has determined it is necessary to increase the appropriations for various funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. The following appropriations transfers for FY 2025-26 will be made:

1. Transfer \$40,000 from Water Fund Contingency (6305300 8300) to Water Fund Water Treatment Plant Equip (6305330 7110). Total Water Fund Appropriations remain unchanged at \$24,278,006.

Section 2. The following appropriations transfers for FY 2026-27 will be made:

2. Transfer \$125,000 from Light & Power Fund Contingency (6104100 8300) to Light & Power Regular Employee Wages (6104110 5000). Total Light & Power Fund Appropriations remain unchanged at \$60,890,382.
3. Transfer \$70,000 from Street Fund Contingency (2105200 8300) to: 1) \$45,000 Street Fund Major Tools & Work EQ (2105200 7035); and 2) \$25,000 to Street Fund Street Construction. Total Street Fund Appropriations remain unchanged at \$8,143,728.
4. Transfer \$245,000 from Sewer Fund Contingency (6205400 8300) to: 1) \$45,000 to Sewer Fund Major Tools & Work Equipment (6205410 7035); and 2) \$200,000 to Sewer Fund Sewer Construction (6205410 7125). Total Sewer Fund Appropriations remain unchanged at \$5,271,404.
5. Transfer \$295,000 from Water Fund Contingency (6305300 8300) to: 1) \$45,000 to Water Fund Major Tools & Work Equipment (6305310 7035); and 2) \$180,000 to Water Fund Water Projects (6305310 7090); and 3) \$70,000 to Water Fund Water Treatment Plant Equip (6305330 7110). Total Water Fund Appropriations remain unchanged at \$24,278,006.
6. Transfer \$380,000 from Water SDC Fund Contingency (6325300 8300) to Water SDC Fund Construction Projects (6325310 7120). Total Water SDC Fund Appropriations remain unchanged at \$6,027,118.
7. Transfer \$45,000 from SWM Fund Contingency (6405500 8300) to SWM Fund Major Tools & Work Equipment (6405510 7035). Total SWM Fund Appropriations remain unchanged at \$4,282,363.

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

PRESENTED AND PASSED this 8th day of June, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 8th day of June, 2026.

Malynda H. Wenzl, Mayor

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

CC: Jaime Zaik, Executive Assistant

MEETING DATE: June 8, 2026

SUBJECT TITLE: Resolution 2026-27 Fixing Solid Waste Rates to be Charged by Franchise in the City of Forest Grove Effective, July 1, 2026, and Repealing Resolution 2025-35

ACTION REQUESTED: Ordinance Order Resolution Motion Informational

BACKGROUND

City Ordinance No. 87-2, which governs the City’s solid waste franchise agreement with Waste Management (WM), allows either the Franchisee or the City to request a supplemental rate adjustment when Metro modifies its fees.

Metro is increasing the solid waste fee on July 1, 2026, from \$162.14 per ton to \$176.70 per ton. This rate is the same amount that will be charged at all Metro regulated transfer stations. This increase is then apportioned to various service categories on the attached rate schedule under “Disposal Pass Through”. Please note that for fees not related to solid waste, i.e., container rental, additional recycling, yard debris, and call backs, Waste Management is not proposing a fee increase.

Waste Management has submitted written notice of Metro’s increase in fees and is requesting to pass these fees on to the consumer in accordance with the franchise agreement. Section 8, Paragraph 4, of Ordinance No. 87-2 describes the procedures for a regular rate review process. Section 8, paragraph 5, establishes a procedure for a supplemental rate review when there has been a change in the fees imposed by Metro for services under this Ordinance. That section states:

(5) As an exception to the rate change procedure provided in subsection (4) above, when there has been a change in the Franchisee's Metropolitan Service District fee for services covered under this Ordinance, the Franchisee or the City may apply for a supplemental rate adjustment based upon the following procedures:

(a) Franchisee shall furnish to the City Manager written proof that the Franchisee's Metropolitan Service District fees have been changed for services that are covered by this Ordinance.

(b) The City Manager shall verify and report this information to the City Council.

(c) The City Council shall approve a rate change for the Franchisee which passes through the changes in its fees set by the Metropolitan Service District. Such a rate change shall be retroactive to the date that the Metropolitan Service District rate change is effective.

Waste Management has provided the required documentation demonstrating that Metro's fees are increasing effective July 1, 2026. City staff have reviewed and verified the information and are presenting it to the City Council in accordance with the ordinance. Waste Management has determined that the increased disposal, transfer, and fuel-related haulage costs result in a necessary adjustment to residential and commercial collection rates. The proposed rate adjustment will increase customer rates by an average of approximately 3.5% effective July 1, 2026. A detailed schedule of the proposed rate changes is included in Exhibit A.

Staff reviewed the supporting documentation and calculations provided by Waste Management and determined that the proposed increases accurately reflect the pass-through costs associated with Metro's fee increase and related disposal and transportation expenses. Because collection services are billed as a bundled rate, the adjustment will be incorporated into the total monthly service charge appearing on customer invoices.

RECOMMENDATION

Based on staff's review of the rate adjustment request and the requirements of Section 8(5) of Ordinance No. 87-2, staff recommends that the City Council approve the proposed residential and commercial rate increases effective July 1, 2026. The proposed adjustment reflects pass-through increases in Metro disposal fees and associated haulage costs and complies with the supplemental rate review procedures established in the City's franchise agreement with Waste Management.

ATTACHMENTS

- Resolution 2026-27
- Exhibit A: Proposed Rate Schedule
- Notice Letter from Waste Management

RESOLUTION NO. 2026-27

**RESOLUTION FIXING SOLID WASTE RATES TO BE CHARGED
BY FRANCHISEE IN THE CITY OF FOREST GROVE EFFECTIVE
JULY 1, 2026 AND REPEALING RESOLUTION NO. 2025-35**

WHEREAS, the City Council has adopted Ordinance No. 87-2, known as the Forest Grove Solid Waste Management Ordinance; and

WHEREAS, Ordinance No. 87-2 allows the Franchisee or the City to apply for a supplemental rate adjustment when there has been a change in the Franchisee's Metropolitan Service District (Metro) fee for services covered under the Ordinance; and

WHEREAS, Metro is increasing the solid waste tipping fee as of July 1, 2026, by \$14.56 per ton from \$162.14 per ton to \$176.70 per ton; and

WHEREAS, Waste Management's contracted costs for hauling waste to the landfill and the landfill disposal costs are also increasing; and

WHEREAS, based on these increases, Waste Management is requesting an average 3.5% increase in residential and commercial solid waste rates effective July 1, 2026; and

WHEREAS, Waste Management has furnished written proof of Metro's increase, which staff has verified and reported to the Council as required by the Ordinance; and

WHEREAS, after verification of the fee increase by the City, Section 8, Paragraph 5(c) of the Ordinance states that the City Council shall approve a rate change for the Franchisee which passes through the changes in its fees set by Metro.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1. Effective July 1, 2026, solid waste service rates within the City of Forest Grove shall be uniform for the same service and shall not exceed those rates set forth in Exhibit A.

Section 2. Resolution No. 2025-35 is hereby repealed effective July 1, 2026.

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

PRESENTED AND PASSED this 8th day of June, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 8th day of June, 2026.

Malynda H. Wenzl, Mayor

City of Forest Grove
Rates For Solid Waste and Recycling
Effective July 1, 2026

Residential Rates

\$ 14.56

	Current Rate	Disposal Pass Through	Proposed Rate	
WEEKLY ROLL CART SERVICE				
One - 20gal cart - 1 pickup per week	\$ 24.55	\$ 0.65	\$ 25.20	2.6%
One - 35gal cart - 1 pickup per week	\$ 27.85	\$ 0.85	\$ 28.70	3.1%
Each additional 35gal cart	\$ 17.60	\$ 0.85	\$ 18.45	4.8%
One - 60gal cart - 1 pickup per week	\$ 43.45	\$ 1.45	\$ 44.90	3.3%
Each additional 60gal cart	\$ 33.00	\$ 1.45	\$ 34.45	4.4%
One - 90gal cart - 1 pickup per week	\$ 61.30	\$ 2.15	\$ 63.45	3.5%
Each additional 90gal cart	\$ 49.35	\$ 2.15	\$ 51.50	4.4%
WILL CALL SERVICE				
Will call billed - 35gal cart	\$ 5.95	\$ 0.20	\$ 6.15	3.4%
Will call container rental - 35gal cart (Includes Weekly Recycling)	\$ 10.90		\$ 10.90	
EXTRAS				
Additional Recycling Roll Cart (added 2007)	\$ 5.15	\$ -	\$ 5.15	
Garbage - can or bag	\$ 9.15	\$ 0.20	\$ 9.35	2.2%
Yard Debris - bag or 2x2 bundle	\$ 3.30	\$ -	\$ 3.30	
RECYCLING ONLY				
One Pickup per Week	\$ 9.40	\$ -	\$ 9.40	
YARD DEBRIS ONLY				
Bi-weekly pickup - 60 gal cart	\$ 4.75	\$ -	\$ 4.75	
Additional Yard Debris Cart	\$ 4.75	\$ -	\$ 4.75	
Bi-weekly pickup - 90 gal cart	\$ 5.25	\$ -	\$ 5.25	
Additional Yard Debris Cart	\$ 5.75	\$ -	\$ 5.75	
MISCELLANEOUS				
Call Back Charge	\$ 15.50	\$ -	\$ 15.50	
Distance Charge	\$ 2.60	\$ -	\$ 2.60	
Cart Delivery/Pickup Charge	\$ 14.50	\$ -	\$ 14.50	

**City of Forest Grove
Rates For Solid Waste and Recycling
Effective July 1, 2026**

Commercial and Multi-Family Rates

\$14.56

Rate Category	Serviced per Week	Monthly Adopted Rates				
Commercial Rollcart Service (Loose)		Current Rate		Disposal Pass Through	Proposed Rate	
20 Gallon		\$ 22.68		\$ 0.65	\$ 23.33	2.9%
35 Gallon		\$ 26.15		\$ 0.85	\$ 27.00	3.3%
60 Gallon		\$ 42.57		\$ 1.45	\$ 44.02	3.4%
90 Gallon		\$ 61.36		\$ 2.15	\$ 63.51	3.5%
Commercial Container Service (Loose)						
	<u>Container Size</u>	Current Rate		Disposal Pass Through	Proposed Rate	
Commercial Front Load Containers						
One yard		\$ 117.25		\$2.99	\$ 120.25	2.6%
Each Additional		\$ 104.72		\$2.99	\$ 107.71	2.9%
One yard		\$ 216.34		\$5.99	\$ 222.33	2.8%
Each Additional		\$ 197.97		\$5.99	\$ 203.96	3.0%
One yard		\$ 319.26		\$8.98	\$ 328.24	2.8%
Each Additional		\$ 292.92		\$8.98	\$ 301.90	3.1%
One yard		\$ 422.28		\$11.98	\$ 434.26	2.8%
Each Additional		\$ 386.70		\$11.98	\$ 398.68	3.1%
One yard		\$ 525.30		\$14.97	\$ 540.27	2.8%
Each Additional		\$ 480.49		\$14.97	\$ 495.45	3.1%
One and 1/2		\$ 158.99		\$4.49	\$ 163.48	2.8%
Each Additional		\$ 147.52		\$4.49	\$ 152.01	3.0%
One and 1/2		\$ 307.79		\$8.98	\$ 316.77	2.9%
Each Additional		\$ 282.51		\$8.98	\$ 291.50	3.2%
One and 1/2		\$ 455.42		\$13.47	\$ 468.89	3.0%
Each Additional		\$ 417.40		\$13.47	\$ 430.87	3.2%
One and 1/2		\$ 602.94		\$17.96	\$ 620.90	3.0%
Each Additional		\$ 553.56		\$17.96	\$ 571.52	3.2%
One and 1/2		\$ 750.46		\$22.45	\$ 772.92	3.0%
Each Additional		\$ 689.61		\$22.45	\$ 712.06	3.3%

**City of Forest Grove
Rates For Solid Waste and Recycling
Effective July 1, 2026**

Commercial and Multi-Family Rates

	Current Rate	Disposal Pass Through	Proposed Rate	
Two yards	\$ 201.37	\$5.99	\$ 207.36	3.0%
Each Additional	\$ 186.50	\$5.99	\$ 192.49	3.2%
Two yards	\$ 388.93	\$11.98	\$ 400.91	3.1%
Each Additional	\$ 359.09	\$11.98	\$ 371.07	3.3%
Two yards	\$ 580.00	\$17.96	\$ 597.96	3.1%
Each Additional	\$ 531.68	\$17.96	\$ 549.64	3.4%
Two yards	\$ 725.09	\$23.95	\$ 749.04	3.3%
Each Additional	\$ 705.55	\$23.95	\$ 729.50	3.4%
Two yards	\$ 878.24	\$29.94	\$ 908.18	3.4%
Each Additional	\$ 840.33	\$29.94	\$ 870.27	3.6%
Three yards	\$ 290.59	\$8.98	\$ 299.57	3.1%
Each Additional	\$ 272.21	\$8.98	\$ 281.19	3.3%
Three yards	\$ 563.86	\$17.96	\$ 581.82	3.2%
Each Additional	\$ 528.28	\$17.96	\$ 546.25	3.4%
Three yards	\$ 838.41	\$26.94	\$ 865.35	3.2%
Each Additional	\$ 784.35	\$26.94	\$ 811.30	3.4%
Three yards	\$ 1,111.68	\$35.93	\$ 1,147.61	3.2%
Each Additional	\$ 1,040.53	\$35.93	\$ 1,076.45	3.5%
Three yards	\$ 1,386.23	\$44.91	\$ 1,431.14	3.2%
Each Additional	\$ 1,296.71	\$44.91	\$ 1,341.61	3.5%

City of Forest Grove
Rates For Solid Waste and Recycling
Effective July 1, 2026

Commercial and Multi-Family Rates

<u>Container Size</u>	Current Rate	Disposal Pass Through	Proposed Rate	
Commercial Front Load Containers				
Four yards	\$ 371.73	\$11.98	\$ 383.70	3.2%
Each Additional	\$ 353.36	\$11.98	\$ 365.33	3.4%
Four yards	\$ 725.09	\$23.95	\$ 749.04	3.3%
Each Additional	\$ 688.23	\$23.95	\$ 712.18	3.5%
Four yards	\$ 1,078.44	\$35.93	\$ 1,114.37	3.3%
Each Additional	\$ 1,024.49	\$35.93	\$ 1,060.42	3.5%
Four yards	\$ 1,217.58	\$0.00	\$ 1,217.58	0.0%
Each Additional	\$ 1,145.26	\$0.00	\$ 1,145.26	0.0%
Four yards	\$ 1,785.16	\$59.88	\$ 1,845.03	3.4%
Each Additional	\$ 1,695.52	\$59.88	\$ 1,755.40	3.5%
Six yards	\$ 499.61	\$17.96	\$ 517.57	3.6%
Each Additional	\$ 476.67	\$17.96	\$ 494.63	3.8%
Six yards	\$ 977.34	\$35.93	\$ 1,013.27	3.7%
Each Additional	\$ 932.63	\$35.93	\$ 968.56	3.9%
Six yards	\$ 1,456.24	\$53.89	\$ 1,510.13	3.7%
Each Additional	\$ 1,388.59	\$53.89	\$ 1,442.48	3.9%
Six yards	\$ 1,934.08	\$71.85	\$ 2,005.93	3.7%
Each Additional	\$ 1,843.28	\$71.85	\$ 1,915.13	3.9%
Six yards	\$ 2,412.87	\$89.81	\$ 2,502.68	3.7%
Each Additional	\$ 2,298.07	\$89.81	\$ 2,387.88	3.9%
Eight yards	\$ 650.43	\$23.95	\$ 674.38	3.7%
Each Additional	\$ 610.18	\$23.95	\$ 634.13	3.9%
Eight yards	\$ 1,254.87	\$47.90	\$ 1,302.77	3.8%
Each Additional	\$ 1,174.48	\$47.90	\$ 1,222.38	4.1%
Eight yards	\$ 1,858.25	\$71.85	\$ 1,930.10	3.9%
Each Additional	\$ 1,737.61	\$71.85	\$ 1,809.46	4.1%
Eight yards	\$ 2,462.69	\$95.80	\$ 2,558.49	3.9%
Each Additional	\$ 2,301.80	\$95.80	\$ 2,397.60	4.2%
Eight yards	\$ 3,065.97	\$119.75	\$ 3,185.72	3.9%
Each Additional	\$ 2,865.04	\$119.75	\$ 2,984.79	4.2%

**City of Forest Grove
Rates For Solid Waste and Recycling
Effective July 1, 2026**

Commercial and Multi-Family Rates		Current Rate	Disposal Pass Through	Proposed Rate	
<u>Commercial Container Services - Recycling</u>					
35 Gallon Rollcart	\$	6.48		\$	6.48
60 Gallon Rollcart	\$	8.92		\$	8.92
90 Gallon Rollcart	\$	10.30		\$	10.30
1 Yard Container	\$	16.25		\$	16.25
1.5 Yard Container	\$	20.82		\$	20.82
2 Yard Container	\$	24.11		\$	24.11
3 Yard Container	\$	33.56		\$	33.56
4 Yard Container	\$	43.33		\$	43.33
6 Yard Container	\$	53.95		\$	53.95
8 Yard Container	\$	68.61		\$	68.61
<u>Commercial Container Services - Will Call</u>					
1 Yard Container - Rental	\$	17.52		\$	17.52
1 Yard Container - Dump Fee Per Pull	\$	27.95	\$0.69	\$	28.64
					2.5%
2 Yard Container - Rental	\$	25.28		\$	25.28
2 Yard Container - Dump Fee Per Pull	\$	55.69	\$1.38	\$	57.07
					2.5%
3 Yard Container - Rental	\$	34.73		\$	34.73
3 Yard Container - Dump Fee Per Pull	\$	83.64	\$2.07	\$	85.71
					2.5%
<u>Commercial Container Services - Temporary</u>					
2 Yard Container - Delivery Fee	\$	43.54		\$	43.54
2 Yard Container - Dump Fee Per Pull	\$	55.69	\$1.38	\$	57.07
					2.5%
3 Yard Container - Delivery Fee	\$	43.54		\$	43.54
3 Yard Container - Dump Fee Per Pull	\$	83.29	\$2.07	\$	85.36
					2.5%
4 Yard Container - Delivery Fee	\$	43.54		\$	43.54
4 Yard Container - Dump Fee Per Pull	\$	111.49	\$2.77	\$	114.25
					2.5%

**City of Forest Grove
Rates For Solid Waste and Recycling
Effective July 1, 2026**

Roll-off Drop Box Service - Rates

	Current Rate	Disposal Pass Through	Proposed Rate
Non-Compacted			
Dry Waste			
10 Yard	\$ 176.72		\$ 176.72
20 Yard	\$ 176.72		\$ 176.72
30 Yard	\$ 206.56		\$ 206.56
40 Yard	\$ 235.23		\$ 235.23
Wet Waste			
10 Yard	\$ 199.87		\$ 199.87
20 Yard	\$ 212.08		\$ 212.08
30 Yard	\$ 261.78		\$ 261.78
40 Yard	\$ 298.21		\$ 298.21
Compacted			
Dry Waste			
10 Yard	\$ 235.23		\$ 235.23
20 Yard	\$ 235.23		\$ 235.23
30 Yard	\$ 251.80		\$ 251.80
40 Yard	\$ 289.40		\$ 289.40
Wet Waste			
10 Yard	\$ 289.40		\$ 289.40
20 Yard	\$ 289.40		\$ 289.40
30 Yard	\$ 361.19		\$ 361.19
40 Yard	\$ 431.81		\$ 431.81
Exchange Service			
Dry Waste			
20 Yard	\$ 156.86		\$ 156.86
30 Yard	\$ 187.76		\$ 187.76
40 Yard	\$ 247.45		\$ 247.45
Wet Waste			
20 Yard	\$ 192.22		\$ 192.22
30 Yard	\$ 242.99		\$ 242.99
40 Yard	\$ 310.32		\$ 310.32
Demmorage			
Dry Waste			
10-20 Yard	\$ 8.92		\$ 8.92
30 Yard	\$ 11.36		\$ 11.36
40 Yard	\$ 15.82		\$ 15.82
Wet Waste			
10-20 Yard	\$ 8.92		\$ 8.92
30 Yard	\$ 11.36		\$ 11.36
40 Yard	\$ 15.82		\$ 15.82



7227 NE 55th Ave., Portland, OR 97218, (503) 249-8078, (503) 331-2219 Fax

May 29, 2026

Ms. Sally Cicerchi
Assistant Finance Director
City of Forest Grove
P.O. Box 326
Forest Grove, OR 97116-0326

Subject: 2026 Forest Grove Rate Change Request

Dear Ms. Cicerchi:

As I mentioned in my previous letter, WM will need to request a disposal increase to our collection rates for the city of Forest Grove. The transfer station will be raising their rate to \$176.70/ton, effective July 1, 2026. This rate is the same amount that will be charged at all Metro regulated transfer stations.

The proposed rates account for the Metro increase that will occur on July 1, 2026. Please note, we truly appreciate the partnership we have with the City and have found ways to keep rates low and affordable, unfortunately we will need to pass this uncontrollable cost through to the rate payers of the community in accordance with our franchise agreement.

I believe the attached documents contain all the information you need to support our request. If you should have any questions or need any additional information, please feel free to contact me at (503) 780-9347.

Sincerely,

Michael Jefferies

Michael Jefferies
Area Pricing Director
Waste Management of Oregon

Cc: Adam Winston, Greg Johnson, and Dave Huber



Enterprise Zone

Jesse VanderZanden | City Manager

Kim Ezell | Assistant City Manager

Work Session June 8, 2026

City of Forest Grove

AGENDA

2040 Vision

Policy Considerations

Next Steps

PURPOSE

The purpose of tonight's work session is to consider the Forest Grove/Cornelius Enterprise Zone economic development incentive program. The program expires June 30, 2026.

The Council had a work session on May 26 and requested staff bring back some policy options regarding the enterprise zone.

VISION 2040 PLAN

2040 GOAL AREA: ECONOMY

Goal Statement: We envision a thriving, inclusive Forest Grove community with a vibrant downtown, ***a diverse economy offering high-paying jobs***, and a strong sense of place.

Outcome: Create a ***balanced and diversified economy comprised of a variety of commercial and industrial businesses offering high-paying job opportunities***.



VISION 2040 PLAN



2040 GOAL AREA: ECONOMY

Goal Actions:

- 1.2 Increase volume and diversity of **commercial** business development
- 1.4 Increase **industrial** development
- 1.6 Strengthen partnerships with **local small businesses**
- 1.7 Support **workforce development** programs
- 1.9 Partner with property owners to **attract businesses**
- 1.10 Incentive programs to **support/retain small/local businesses**

VISION 2040 PLAN



2040 GOAL AREA: ECONOMY

2040 Outcome:

- *balanced and diverse economy*
- *high-paying jobs*
- *commercial and industrial businesses*
- *local, small businesses*

- *attract business*
- *workforce development*

Enterprise Zone Nexus:

- *focuses on industrial growth*
- *wage requirements*
- *focuses on industrial growth*
- *number of jobs, minimum investment*

- *establishment of program*
- *community service fee*

WHAT IS AN ENTERPRISE ZONE?

7

- A state-sponsored economic development program that gives businesses a property tax exemption for up to 5 years if they meet certain requirements
- The program is designed to attract living wage jobs, encourage new and reinvestment, target specific industries, and increase the long-term tax base
- Enterprise zones do not exempt income and payroll taxes
- Limited to industrial and some commercial businesses, specifically, industrial uses, manufacturing, warehousing, distribution, food processing, and technology (except data centers). Retail businesses are not eligible.
- Administered by local governments and must comply with state requirements
- State law sunsets the Program June 30, 2032, unless the Legislature extends

STATE REQUIREMENTS

3-Year Abatement State Requirements

Increase full-time, permanent employment by at least one new job or 10%

Have no concurrent job losses within Oregon

Maintain the employment level for the duration of the exemption

Enter a First-Source Hiring Agreement with WorkSource Oregon*

5-year Abatement State Requirements

Meet all the requirements of the 3-year abatement

Receive approval through a written agreement between the firm and the local government

Pay a school support fee of 15%-30% of abated taxes

Average compensation for new hires must be at or above 150% of the county average wage

*A first-source hiring agreement compels the firm to consider Oregon-based, qualified applicants for new jobs before hiring elsewhere

LOCAL REQUIREMENTS

Forest Grove/Cornelius Requirements

For the 3-Year Program:

Invest at least \$50,000 in building, equipment, machinery, or structures

Pay all new employees an average of 150% of the minimum wage

Pay an application fee of one-tenth of one percent of the investment, with a cap of \$50,000

Increase full-time permanent employment by 1 person or 10% of existing employment

Maintain increased employment over the abatement period

For the 5-Year Program:

All of the above, plus:

Pay a community support fee of 25% of abated property taxes in years 4 and 5

Pay a school support fee of 15% of abated taxes in years 4 and 5

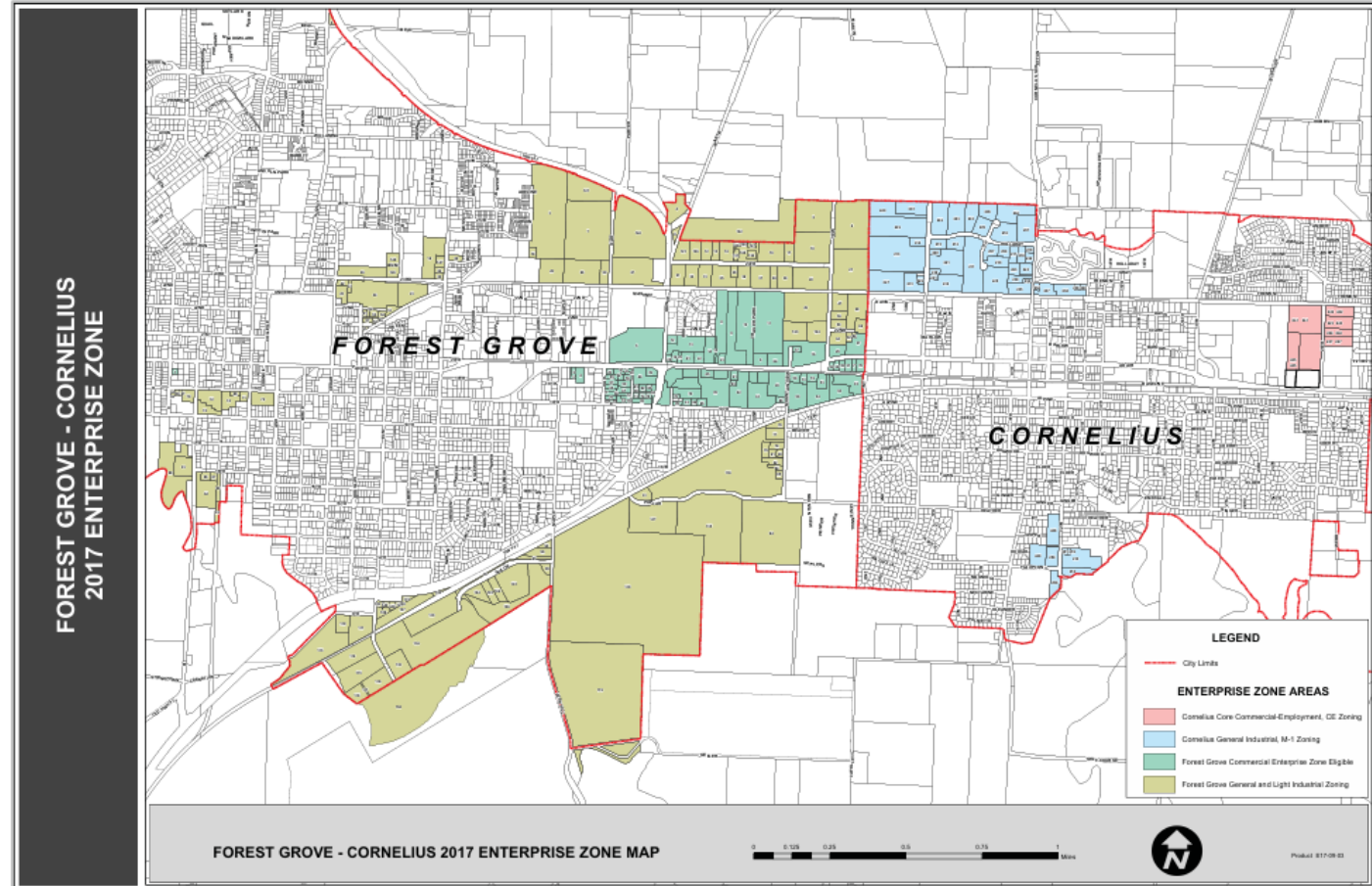
Pay all new employees an average of 150% of the average Washington County annual wage

Enter a first-source hiring agreement

POLICY QUESTION

Area

- The existing area was intended to allow equal access to the zone.
- Staff recommends no change.
- Cornelius may opt to apply for their own enterprise zone. If so, Forest Grove will amend application to only include Forest Grove properties.



POLICY QUESTION

Application Fee

- Limited by state law to 1/10 of 1% of the investment
- Forest Grove has a cap of \$50,000
- Common practice is to not have a cap
- Staff recommends removing the cap
- For example:
 - If company invests \$10 million, application fee would be \$10,000
 - If company invests \$300 million, application fee would be \$300,000

POLICY QUESTION

Minimum Investment

- State statute minimum is \$50,000. No state maximum.
- Forest Grove's is \$50,000. Has not been updated since 2006
- Beaverton and Hillsboro's is \$1 million
- The lowest investment under the existing program was \$522,000
- Options:
 - Stay the same
 - Match Beaverton and Hillsboro
 - Discuss a different amount

POLICY QUESTIONS

13

Number of Jobs

- State minimum is 1 employee or 10% of total employees
- Staff recommends increasing the requirement
- Options to consider:
 - Stay the same
 - Increase the minimum number of employees to be eligible, i.e., 20 employees or 20% of total employees
 - Consider impacts to new v. reinvesting businesses
 - Create a job density requirement, i.e., 1 job per 1,000 square feet

POLICY QUESTION

Wages

- State minimum is:
 - Minimum wage for years 1-3 years
 - 150% of the county average annual wage for years 4-5
- Forest Grove's is:
 - 150% of minimum wage for years 1-3 (approx. \$50,000/year)
 - 150% of county average annual wage for years 4-5 (approx. \$135,000/year)
- Hillsboro and Beaverton's requirements are lower and tied exclusively to minimum wage, ranging from 102% to 175%
- Staff recommends no change to current requirement

POLICY QUESTION

15

Community Support Fee

- Statutory maximum of 25% that can be applied to every year
- Forest Grove does not have a fee in years 1-3 but has a 25% fee in years 4 and 5
- Beaverton does not have a fee in years 1-3 and has a 20% fee in years 4 and 5
- Hillsboro's is tied to jobs: more jobs = lower fee; lower jobs = higher fee. The calculation is based on assessed value.
- Funds in years 1-3 must be spent on economic development
- Funds in years 4-5 go into the general fund
- Options:
 - Stay the same
 - Add a fee in years 1-3
 - Restructure the fee based on Hillsboro's example

POLICY QUESTION

Duration

- State statute minimum is 3 years and maximum is 5 years
- Hillsboro and Beaverton are 5 years; Clackamas County cities limited to 3 years
- Can have different requirements for years 4 and 5
- Options:
 - Limit to 3 years
 - Allow a 5-year abatement but increase eligibility requirements. For example:
 - Minimum of 50 jobs
 - 150% of county wage requirement to qualify
 - Minimum investment of \$10 million

POLICY QUESTION

17

School Support Fee

- State minimum of 15% and maximum of 30%
- Can only be applied in years 4 and 5
- Revenue goes to State of Oregon; not the local school district
- Forest Grove, Hillsboro, and Beaverton all the same at 15%
- Staff recommends no change

POLICY QUESTION

18

Potential Other Requirements

- Options:
 - Must have land use approval to apply
 - Must make investment within two years of application approval

Thank you!

Backup Slides

POLICY QUESTIONS

21

Does the City Council want to consider continuing an Enterprise Zone program?

- If yes, staff will guide Council through some policy questions
- If no, the program will expire June 30, 2026. The City can re-apply after June 30, 2026; however, it may require additional application materials compared to a redesignation of the existing program
- The term of the Enterprise Zone is 10 years by statute
- Current state law ends the Enterprise Zone June 30, 2032

History of State Enterprise Zone Program

- 1985: Created by the Oregon Legislature
- 1989: Major statutory revisions implementing the framework still used today
- 1993-95: Expanded flexibility and clarified program rules
- 2001-03: Expanded to “E-Commerce” to allow tech infrastructure and data centers
- 2023: Restricted retail fulfillment centers, i.e., Amazon
Established school support fee
Extended program through 2032
Required publication of agreements for 21 days before effective
- 2026: Restricted data centers

History of Forest Grove Enterprise Zone

- 2006: Resolution authorizing the Enterprise Zone Program to June 30, 2016
- 2008: Resolution amending to include Cornelius
- 2016: Resolution extending Program to June 30, 2026
- 2017: Resolution amending to change Cornelius properties
- 2023: Resolution increasing the application fee
- 2024: Resolution implementing the school support fee

WHAT IS AN ENTERPRISE ZONE?

2
4

Example: Expanding Business

- Business A has 100 employees and \$100 million in assessed buildings, equipment, and machinery. If they expand their business by adding 10% more employees and make a minimum and qualifying investment of \$50,000, they qualify for a property tax exemption on the new investment, however, the existing investment would still be subject to property taxes.

WHAT IS AN ENTERPRISE ZONE?

Example: New Business

- Business B is starting a new business and will be hiring employees and making an investment. If they hire at least one employee who is paid 150% of the minimum wage and make a minimum qualifying investment of \$50,000, the entire investment will be exempt from property taxes for three years. If they also pay a community support fee of 25%, a school support fee of 15%, and pay employees 150% of the county average annual wage and agree to a first-source hiring agreement, they also qualify for an extended abatement up to 5 years.

- The city receives numerous inquiries about the Enterprise Zone. While not a leading factor, it is an important consideration in selecting a site.
- Enterprise Zones are the leading development tool in the state.
- An Enterprise Zone indicates a community is business-friendly.

Expired Applications

- 14 applications
- 421 jobs created
- \$129m investment

Current Applications

- 2 applications
- 36 jobs created
- \$321m investment

APPLICATION PROCESS

Application must be submitted prior to any physical work beginning

1. Business applies for a tax abatement to the City
2. A preauthorization conference is held between the firm, the City, and the county tax assessor. The purpose is to inform the firm of their requirements and timelines to initiate the abatement and to identify their points of contact for the City and tax assessor
3. A written summary of the preauthorization conference is added to the application
4. For a 3-year term, if the firm meets all the requirements, the City approves the Enterprise Zone application and forwards it to the County Tax Assessor, who also approves the application
5. For a 5-year agreement, the City presents additional requirements to the firm, and upon the firm's acceptance of the requirements, the application is approved and the agreement is signed by the firm, the City, and the County Tax Assessor and noticed for 21 days

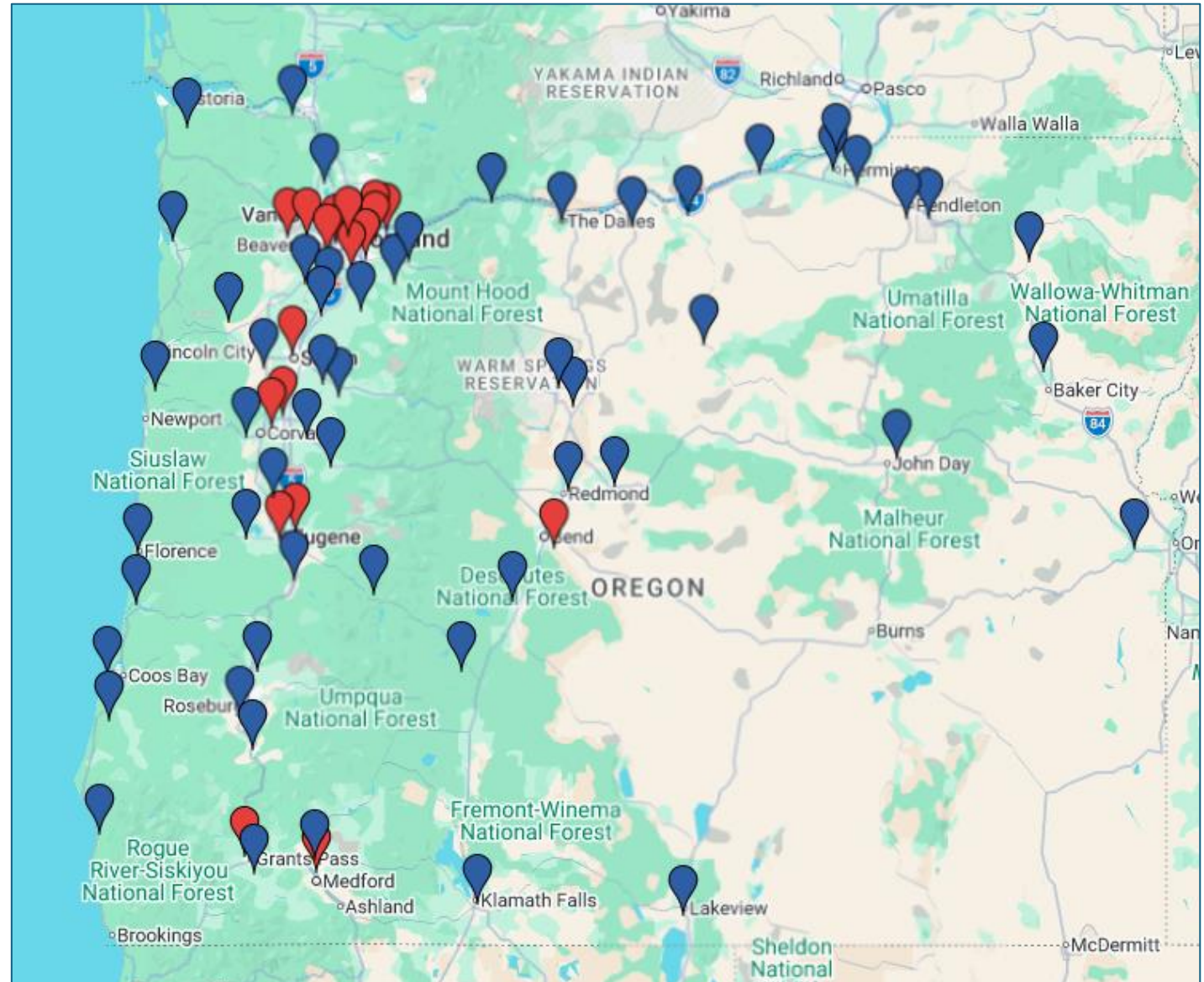
NUMBER

There are 73 Enterprise Zones in Oregon spanning:

- 35 Counties
- 143 cities
- 15 ports
- 2 tribal lands

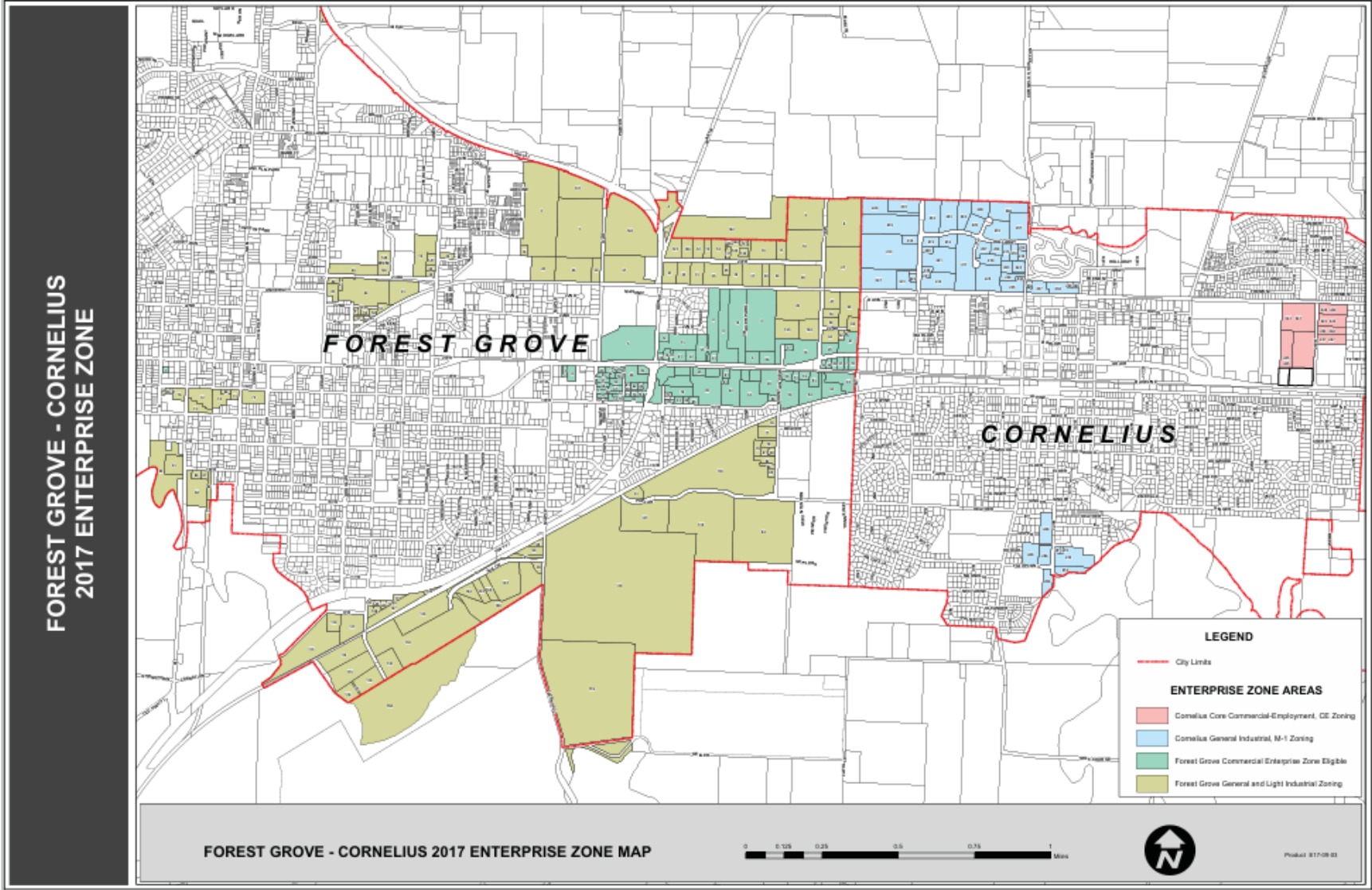
There are 7 EZ's in the Metro area:

- Hillsboro: expires 6/30/28
- Beaverton: expires 6/30/32
- Portland (2): expires 2030/32
- Clackamas County: expires 6/30/2030 (shared by Gladstone and Milwaukie)
- Gresham: expires 6/30/27
- Troutdale: expires 6/30/29
- Tigard, Lake Oswego, and Oregon City all recently expired



CITY ENTERPRISE ZONE

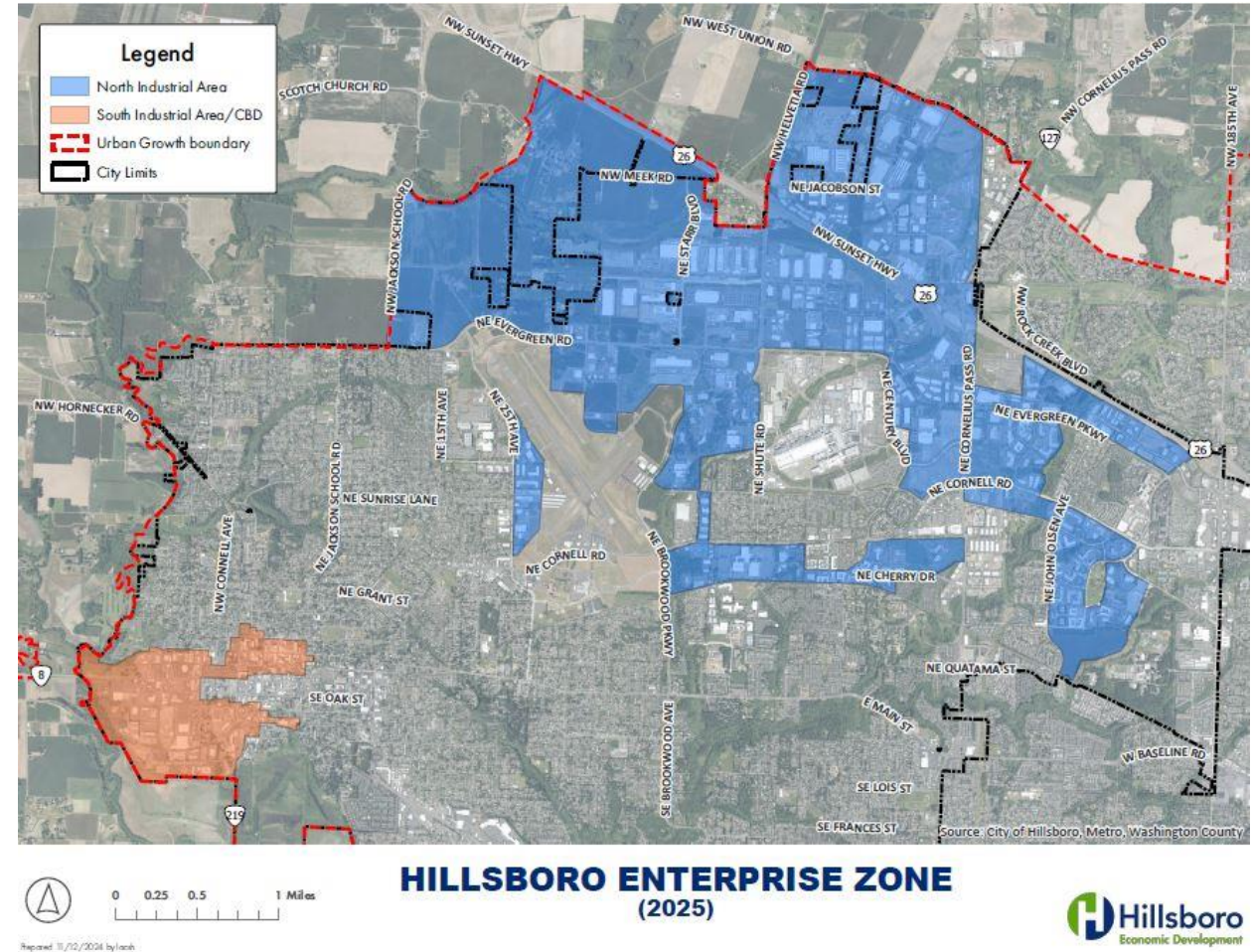
- Total area of 1.15 square miles, or 736 acres
- Cornelius added in 2008 and amended in 2017
- When approved by the State, includes a specific list of all properties in the zone



LOCAL COMPARISON

Hillsboro differences:

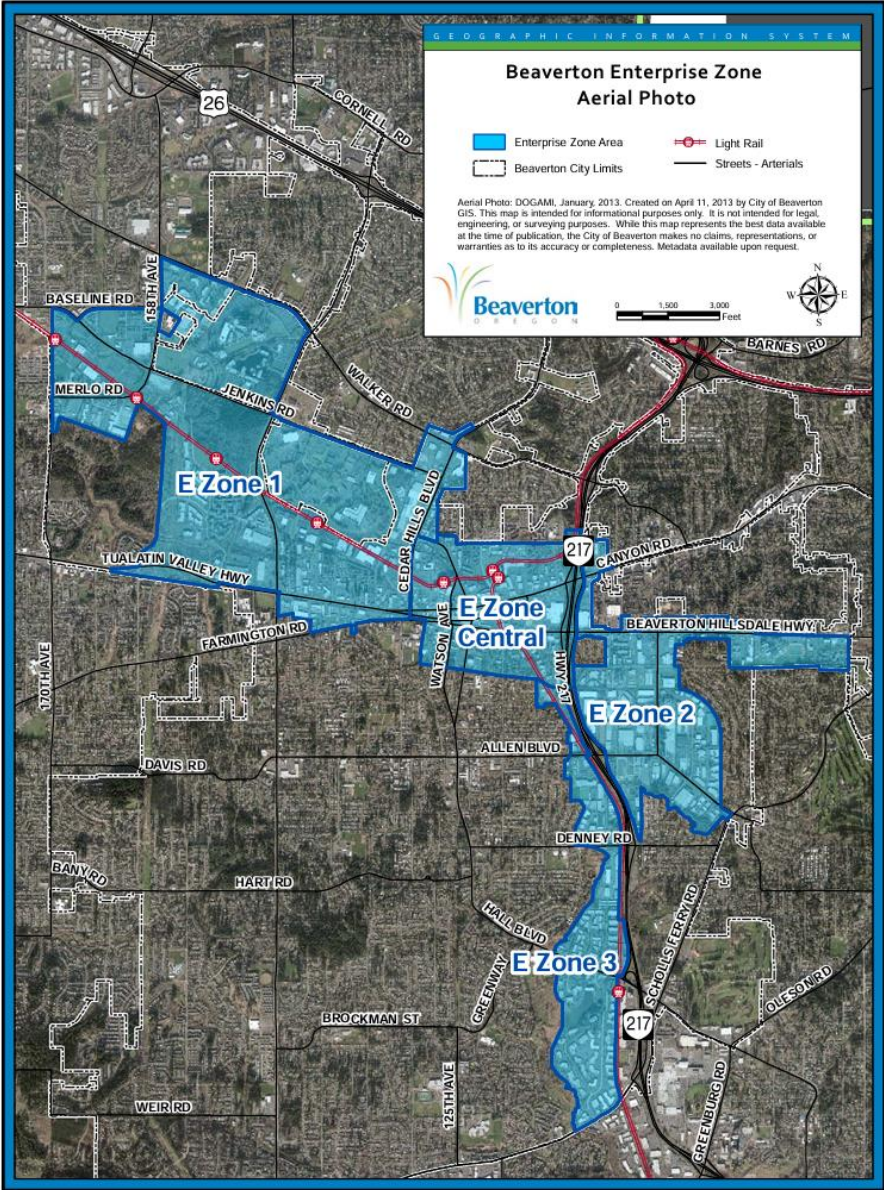
- Minimum investment of \$1 million
- 102% of minimum wage (3 year)
- 125% of minimum wage (5 year)
- Community service fee ranges from 0-50% depending on number of jobs



LOCAL COMPARISON

Beaverton differences:

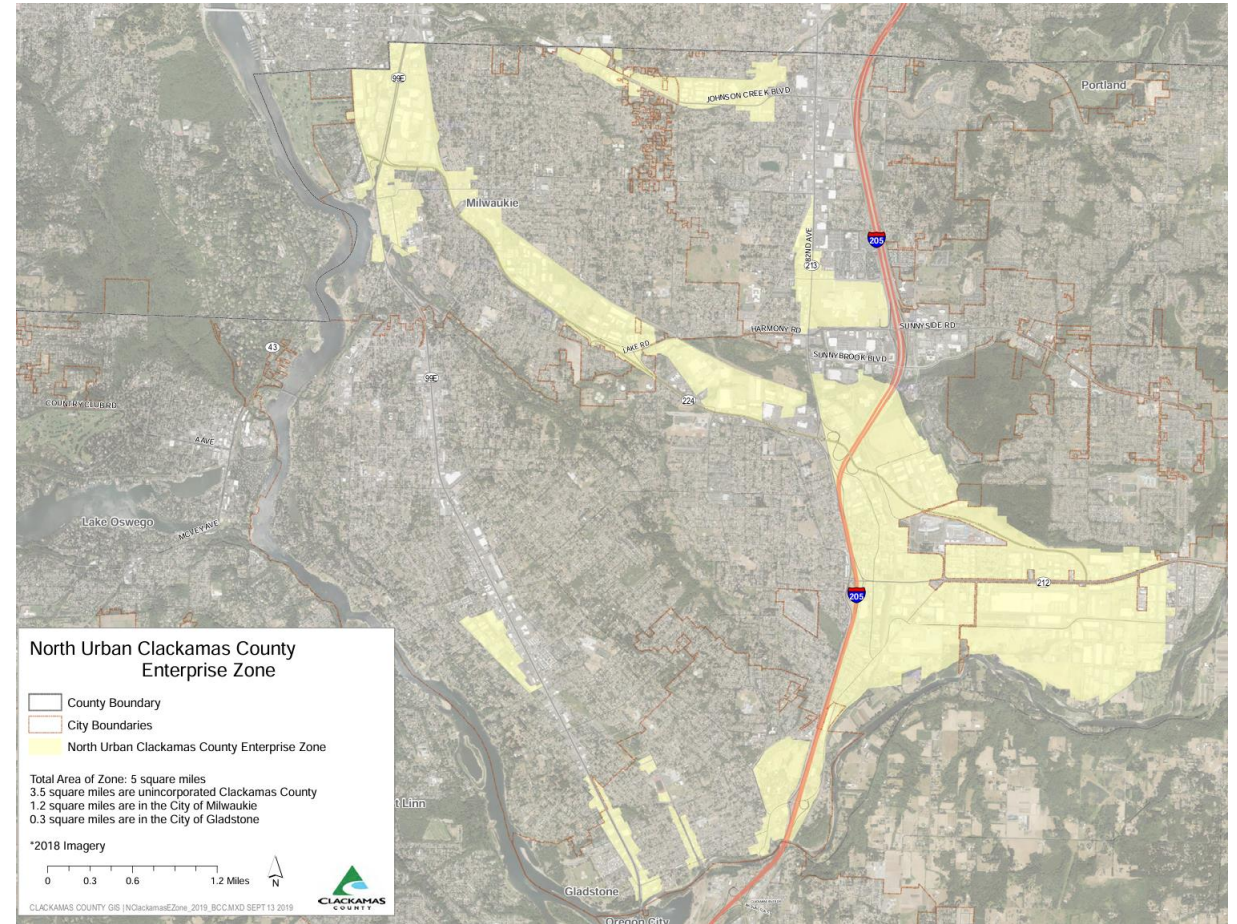
- Minimum investment of \$1 million
- 175% of Portland minimum wage
- Community service fee of 20%



LOCAL COMPARISON

Clackamas County differences:

- Application fee not capped at \$50,000
- Limited to 3 years; no 5 year option
- Must increase employment by 10%; no numerical requirement



COMMON CRITIQUES

- The tax breaks are too large compared to the jobs created
- Enterprise zones reduce funding for schools and local services
- Companies would have invested anyway
- Large corporations benefit more than small companies
- Environmental or infrastructure concerns

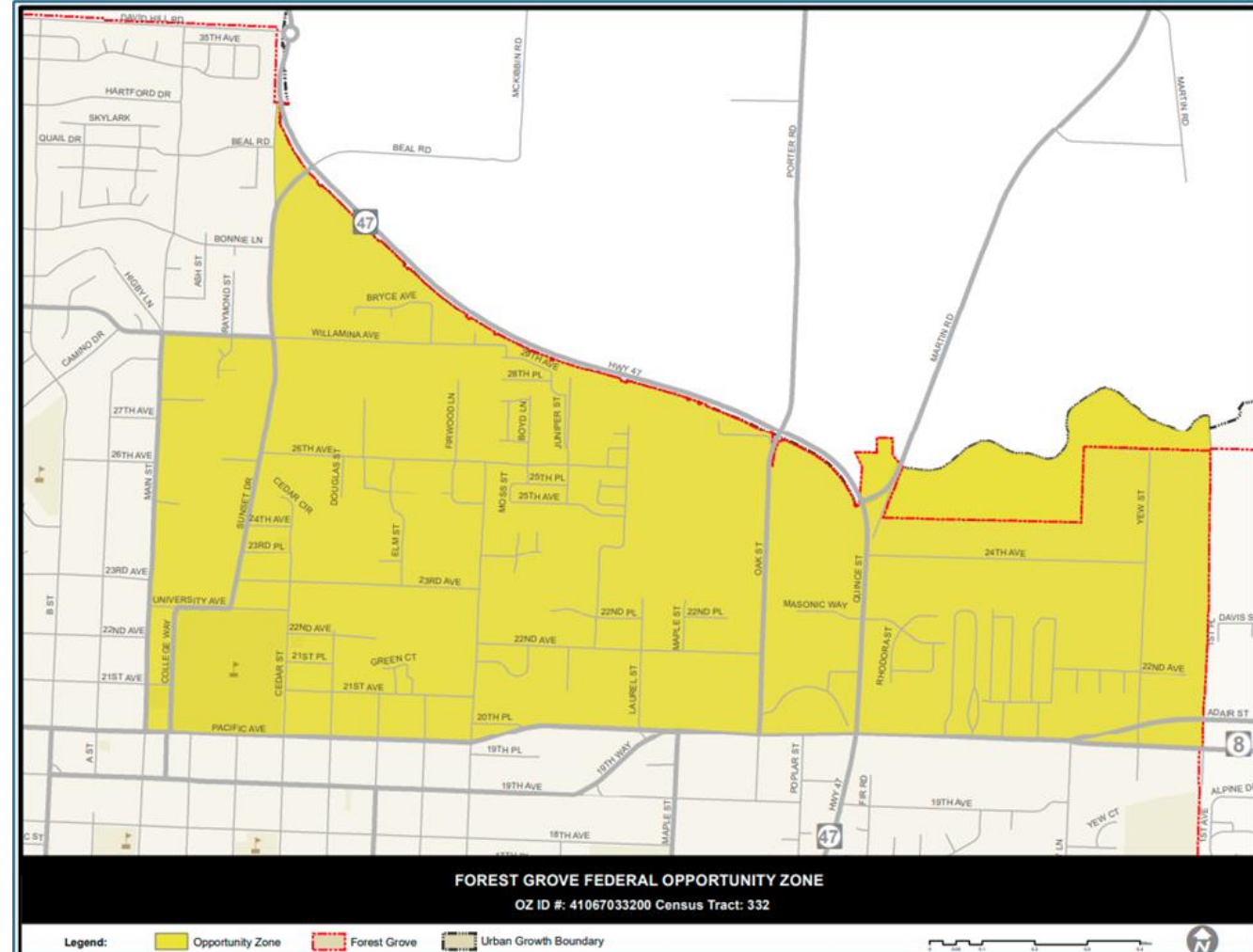
COMMON REASONS TO IMPLEMENT

- Attracts new private investment
- Keeps existing businesses here by incentivizing reinvestment
- Creates jobs and payroll
- Leads to more property taxes once the exemptions expire

OPPORTUNITY ZONES

Forest Grove also has an Opportunity Zone

- Opportunity Zones are federally designated areas based on census tracts designed to channel private investment into distressed communities
- Opportunity Zones offer a deferral or reduction/elimination of capital gains taxes. They do not abate property taxes and may lead to more property taxes as investment increases
- About $\frac{3}{4}$ of the Opportunity zone overlays the Enterprise zone
- Opportunity Zone expires December 31, 2028



OPPORTUNITY ZONES

	Enterprise Zone	Opportunity Zone
Primary Purpose	Encourage businesses to expand or locate in targeted areas through property tax relief	Encourage private investment in economically distressed areas through capital gains tax incentives
Administered By	Local Zone Sponsors and Business Oregon	Federal Program by the US Treasury
Main Incentive	Temporary exemption from local property taxes on new investment	Deferral and potential reduction/elimination of federal capital gains taxes
Type of Tax Benefit	Property tax abatement	Capital gains tax incentive
Benefit Period	3 – 5 years	Tied to holding of investment (5 -10+ yrs)
Geographic basis	Locally designated / approved by state	Federally designated low-income census tracts
Job Requirement	Yes	No
Local Government Control	Strong	Limited; local governments do not control tax benefits

POLICY QUESTIONS

There is discretion for local governments to change the program. Relating provisions of ORS 285C.150 state:

- *The sponsor of an urban enterprise zone may require an eligible business firm seeking authorization under ORS 285C.140 to satisfy other conditions in order for the firm to be authorized*
- *The conditions that a sponsor may impose under this section must be reasonably related to the public purpose of providing opportunities for groups of persons, as defined by the sponsor, to obtain employment, including but not limited to providing training to these groups of persons*
- *Conditions established under this section may be imposed on a firm only if the sponsor has adopted a policy that establishes standards for the imposition of the conditions*