

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

6:00 - CITY COUNCIL WORK SESSION

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

Council Retreat Wrap-up

Staff: Jesse VanderZanden, City Manager

6:30 - EXECUTIVE SESSION

EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC. No formal decisions or actions will be taken. News media representatives may attend but may not disclose information discussed. News media can request a link to attend via Zoom by emailing: mwoods@forestgrove-or.gov

The City 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.

7:00 - CITY COUNCIL MEETING

A. Call to Order

1. Roll Call
2. Land Acknowledgement
3. Pledge of Allegiance

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.

1. Written Public Comment

C. Consent Agenda: Items under the Consent Agenda are considered routine and will all be adopted with a single motion, without separate discussion. Councilors who wish to remove an item from the Consent Agenda may do so prior to the motion. Any item(s) removed will be discussed and acted upon following the approval of the remaining item(s).

1. Letter to Governor Kotek: Coordinated and Immediate Response to Immigration Enforcement Actions
2. **RESOLUTION 2025-67 DESIGNATING CITY OF FOREST GROVE CITY COUNCIL MEETINGS FOR 2026**

D. Additions/Deletions

1. City Manager
2. Proposed by Councilors

E. 7:15 Presentations: The Council will hold questions until the end of each presentation. A two-minute reminder will be given to the presenter to conclude remarks.

1. **Federal Projects Update**
Michael Skipper, Vice President of CFM Advocates
2. **Farmer's Market Update**
Lourdes Herencia Carrasco, Adelante Mujeres Director of Microenterprise Programs
3. **Committee for Community Engagement Annual Report**
Heather Finnigan, CCE Chair

F. 8:00 Public Hearings, Ordinances, and Resolutions

1. Public Hearing
ORDINANCE 2025-04 AMENDING FOREST GROVE CODE OF ORDINANCES TITLE III (ADMINISTRATION) BY ADDING CODE CHAPTER 39, SANCTUARY CITY, PROTECTING FOREST GROVE FROM MISUSE OF LOCAL RESOURCES IN VIOLATION OF STATE LAW FOR FEDERAL IMMIGRATION LAW ENFORCEMENT
Staff: Jesse VanderZanden, City Manager
2. **RESOLUTION 2025-66 AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF CORNELIUS FOR THE PROVISION OF FIRE-RELATED SERVICES**
Staff: Jim Geering, Fire Chief

G. 8:30 Council Communications:

1. Councilor Reports
 - a. Mariana Valenzuela (LC, CDBGPAB)
 - b. Angel Falconer (HLB, JWC, CCESC, 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. 9:00 Adjournment

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

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: December 8, 2025

PROJECT TEAM: Mariah Woods, City Recorder
Jaime Zaik, Executive Assistant
SSW Consulting

SUBJECT TITLE: Council Retreat Wrap-Up Work Session

ACTION REQUESTED: Ordinance Order Resolution Informational

BACKGROUND

The purpose of the work session is to reconcile the 2025 Goals and Objectives with the 2040 Plan to have a unified 2040 Plan moving forward.

Please find attached the updated 2025 Goals and Objectives. Under the “Status” column, please note many of the objectives are complete and/or have been incorporated into the 2040 Plan. If there are objectives the Council deems not adequately addressed in the 2040 Plan, this work session is an opportunity to refine the 2040 Plan to address those objectives.

On December 1, 2025, the Council Retreat focused on prioritizing the 2040 Plan outcomes and action items under each outcome. Attached are the preliminary results provided by SSW Consulting. The prioritization of these action items will help city staff identify resources for the mid-biennium budget reconciliation as well as draft a comprehensive work plan. The framework for the work plan will include Actions, Lead Department and Personnel, Milestones, Metrics, and Timing. Milestones include significant events such as scope and budget development, procurement timelines, and Board, Commission, and Council touchpoints.

COUNCIL RETREAT OUTCOMES

It is important to note that the 2040 Plan is organized into four broad “Goal Areas” including Economy, Community Growth, Healthy and Active Community, and Community Connection. Under each Goal Area there are specific “Outcomes” and under each Outcome there are specific “Actions”. There are 4 Goal Areas, 14 Outcomes, and 76 Actions.

During the retreat, Council was asked to prioritize the 14 Outcomes. The top 4 of 14 Outcomes were:

- Create a balanced and diversified economy comprised of a variety of commercial and industrial

businesses offering high-paying job opportunities

- Revitalize downtown
- Increase the supply of diverse and affordable housing options to meet current and future needs
- Increase mobility with balanced traffic management, safety enhancements, and thoughtful design and planning

Council was then asked to prioritize the top Action under each Outcome. The top Actions were:

- Update the City's Economic Strategic Plan
- City incentive programs to support/retain small/local businesses
- Educate landowners and/or small developers on new housing and ADU options
- Evaluate 2-way streets on Pacific and 19th to improve safety

There was also discussion to focus on increasing industrial business development, increase wayfinding and seek partner agreements to increase parking in downtown, consider policies and programs that could allow for additional ADU flexibility, and identify and prioritize potential traffic safety improvements. The work plan noted above will include all Goals, Outcomes and Actions and follow the prioritization noted above.

ATTACHMENT/S:

- 2025 Goals and Objectives
- Council Retreat preliminary outcomes (provided by SSW Consulting)

Forest Grove City Council

2025 Goals and Objectives



VALUES

Financial Stewardship

We will be responsible stewards of the City's financial resources.

Community Engagement

We will invite members of the community in developing City policies and programs.

Equity, Diversity and Inclusion

We are committed to fair inclusion where diverse members of our community can participate and thrive.

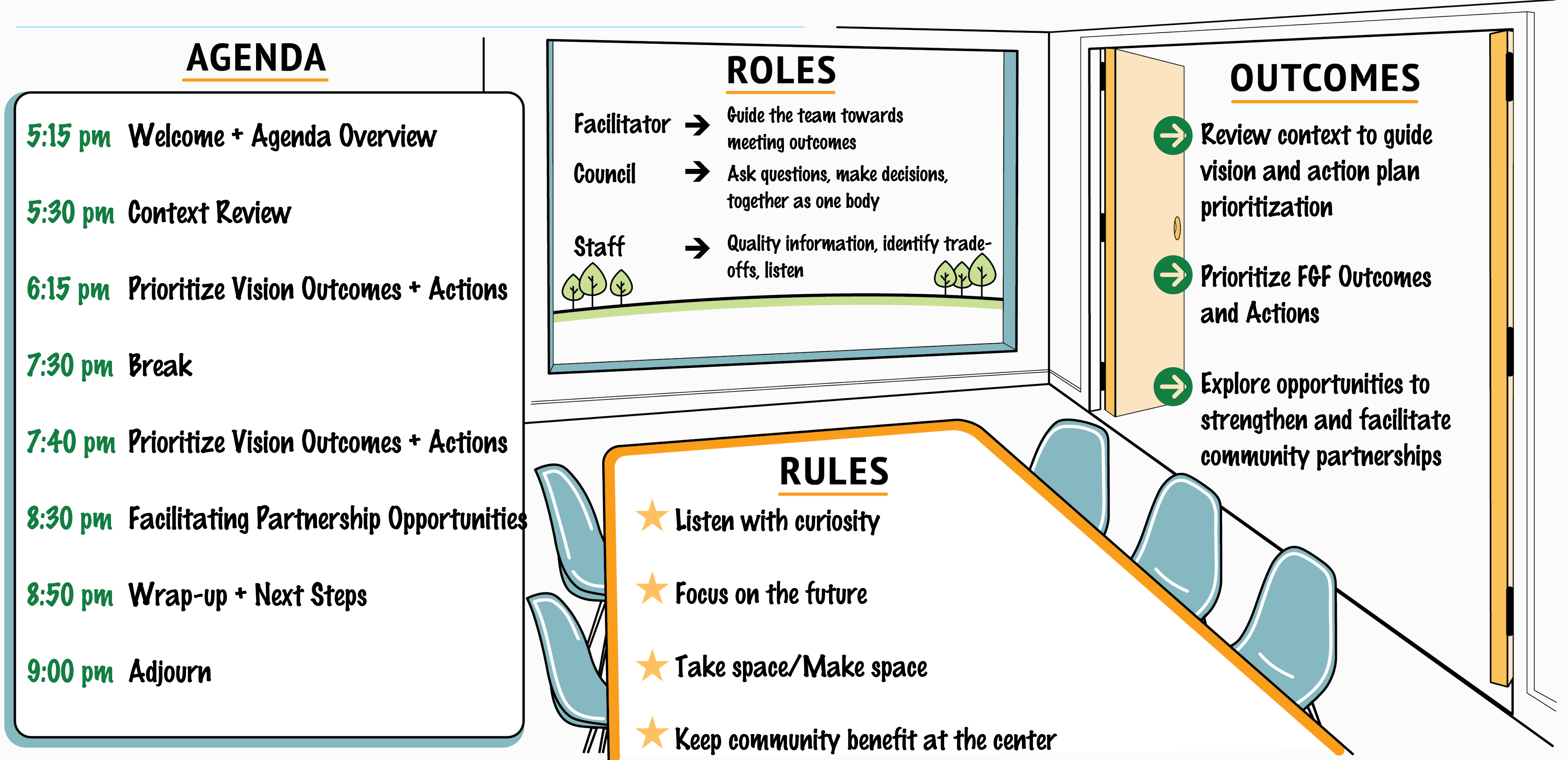
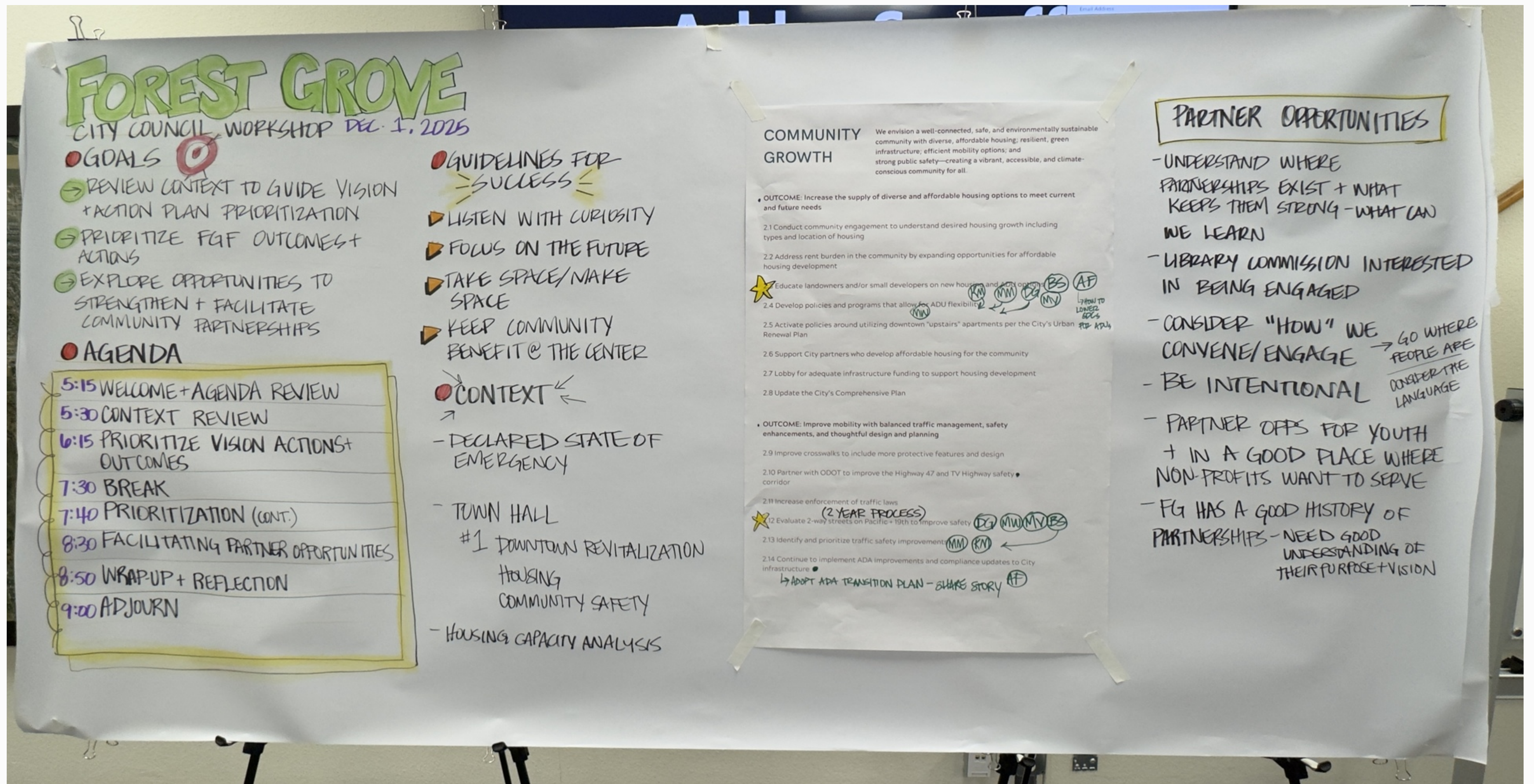
Strategic Planning

We are dedicated to proactive long-term planning that anticipates evolving political, economic, and environmental conditions.

GOAL	#	OBJECTIVES	DEPT	YRS	STATUS
ADDRESS LONG-TERM GROWTH AND SUPPORT HOUSING AND ECONOMIC STABILITY	1	Initiate policy discussions on an urban reserve growth strategy	CD	1	2040 Action Item 2.8
	2	Update and adopt the Economic Opportunities Analysis and the Economic Development Strategic Plan	CD	1	EOA: Complete EDSP: 2040 Action Item 1.3
Outcomes: • Proactive and strategic planning that meets community needs. • Robust business community. • Environmentally sustainable policies and programs.	3	Update, adopt, and implement the Comprehensive Plan	CD	3	2040 Action Item 2.8
	4	Develop and publish ADU toolkit	CD	2	2040 Action Items 2.3 and 2.4
	5	Clarify strategic direction for downtown redevelopment and partnerships	CD	1	2040 Action Item 1.8
ENSURE AN INCLUSIVE, ACCESSIBLE, AND SUSTAINABLE COMMUNITY	7	Adopt a 2040 Vision and Action Plan	ADM	1	Complete
	8	Hold a work session to discuss DEI policies and programs	CC	1	Vision & values included in 2040 Plan
Outcomes: • Community growth and enhancement that considers the needs of the diverse community.	9	Evaluate funding options and implement the Urban Renewal Plan	CD	1	2040 Action Items 1.1, 1.10, and 2.5
	10	Develop a community academy	ADM / LIB	2	Complete
	11	Evaluate City Council accessibility and compensation options	ADM	1	Complete
	12	Evaluate staff capacity in administration and parks maintenance	ADM / P&R	1	ACM complete. Fin. Dir. in process. Parks Maint metrics in progress and addressed during budget. Also included in Parks Master Plan (2040 Action Item 3.1)
	13	Create a parking demand management plan	CD / PW	2	Increased parking fines. 2040 Action items 1.13, 2.11, 2.32, 2.36, 2.37

GOAL	#	OBJECTIVES	DEPT	YRS	STATUS REPORT
MAINTAIN COMMUNITY SAFETY AND WELL-BEING	14	Complete alternatives analysis for a northern fire station and select a preferred alternative	FIRE	2	2040 Action Item 2.15
	15	Pass the Police Station Bond Measure	ADM / POL	1	2040 Action Item 2.17
Outcomes: • Plans that support consistent community safety services that align with projected City growth.	16	Implement public safety response times dashboard	FIRE	1	Complete
	17	Identify code updates to improve code enforcement services	POL	2	2040 Action Items 2.11, 2.18, 2.21
ENHANCE RECREATION OPPORTUNITIES FOR ALL	18	Complete Parks and Recreation cost recovery plan	P&R	1	2040 Action Items 3.6 and 3.7
	19	Construct Eastside Park	P&R	2	2040 Action Item 3.4
Outcomes: • Increased quality of life for a happy and healthy community. • Fiscal sustainability for maintenance and operations. • Accessible recreation opportunities for all ages and abilities.	20	Update the Parks, Recreation, and Open Space Master Plan	P&R	3	2040 Action Item 3.1, 3.3, 4.3
	21	Complete design for Kyle Park	P&R	1	Complete
	22	Develop the Forest Grove Loop Trail Master Plan	P&R	2	Complete
	23	Identify, consider, and plan for WCCLS library governance and funding	LIB	1	Levy complete. 2040 Action Item 4.1
	24	Partner with the County to develop the Council Creek Regional Trail	PW	2	Construction to start in April. Maintenance agreement in progress. 2040 Action Item 3.1

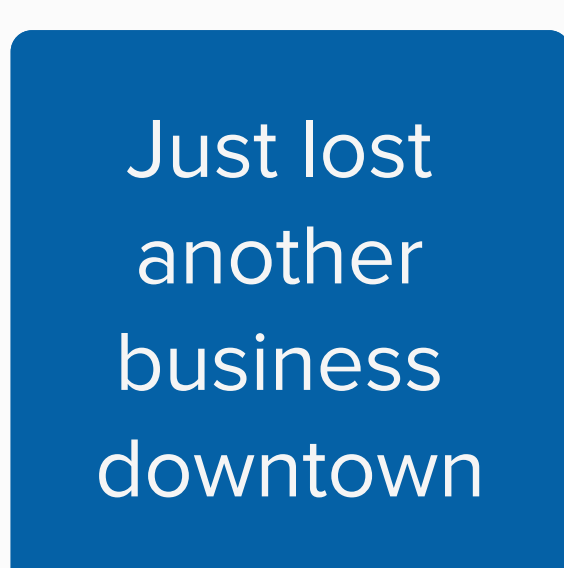
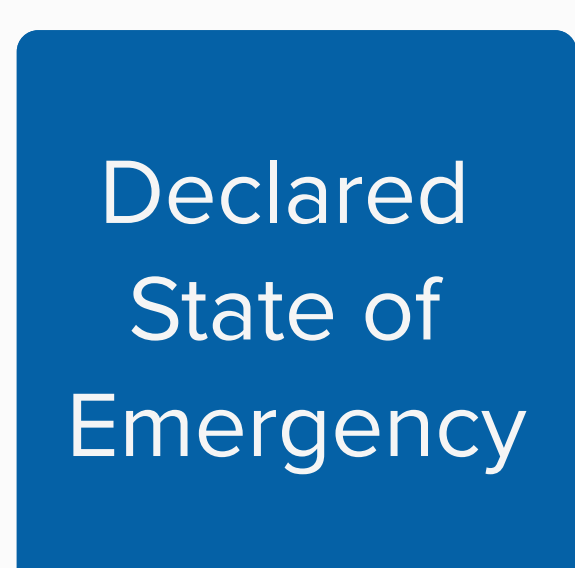
2025 FOREST GROVE CITY COUNCIL WORKSHOP DECEMBER 1, 2025



IF FOREST GROVE WAS A SONG, WHAT WOULD IT BE?

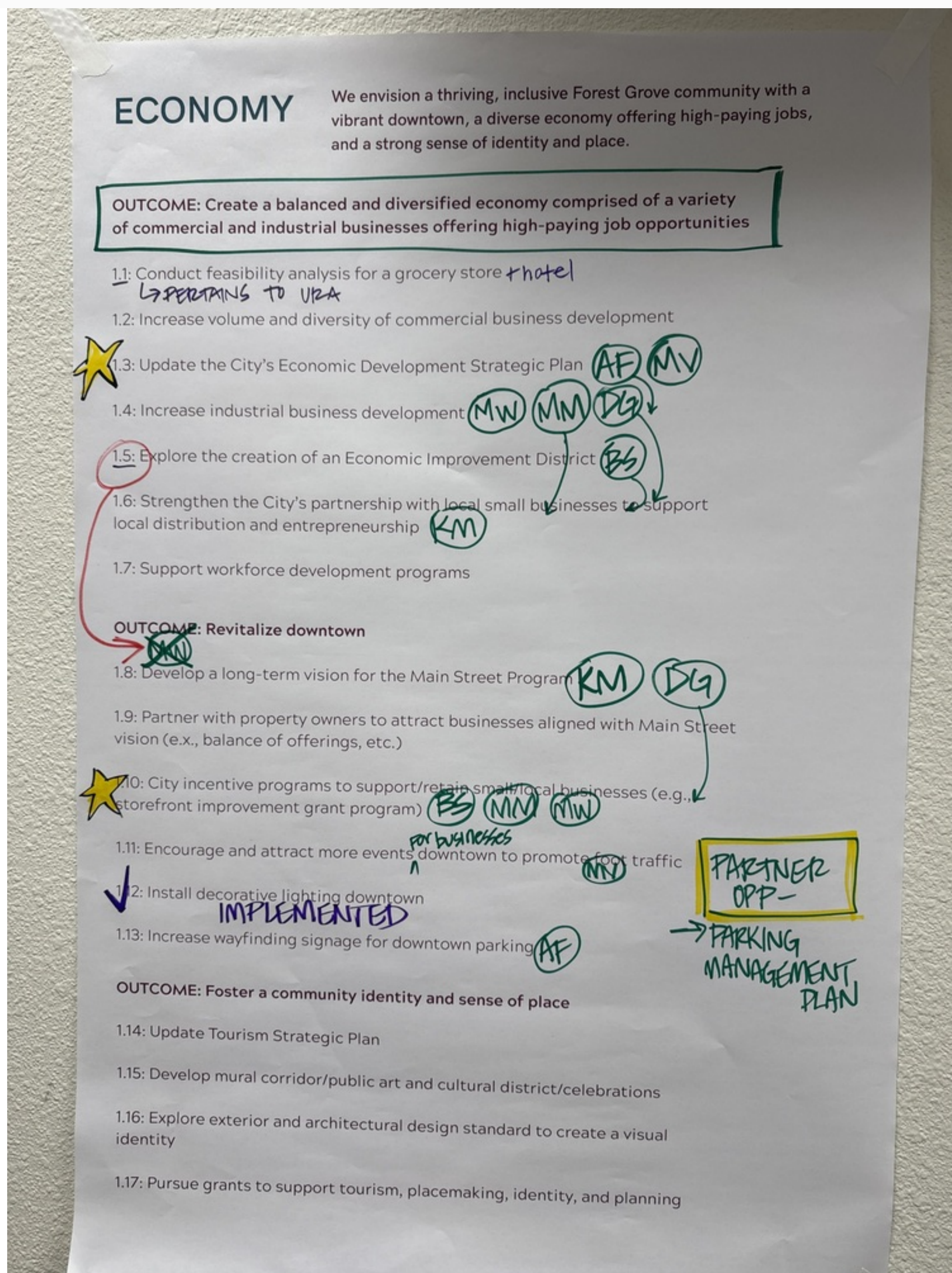
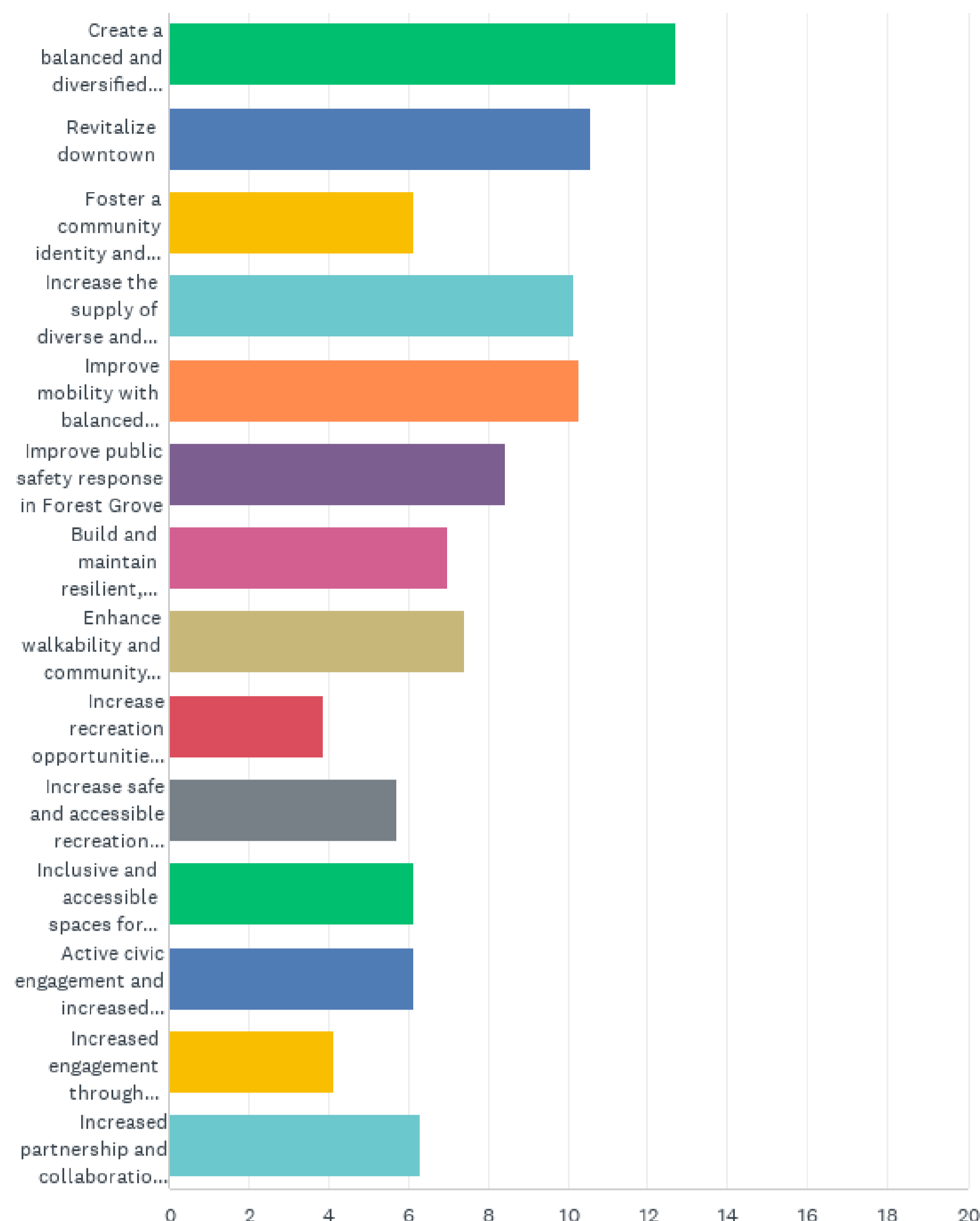


My Home Town Eric Church Mayor Wenzl	Tom Petty Colleen	Hotel California or Tom Petty C. Valenzuela	Thunderstruck AC/DC C. Schimmel	If I can dream Elvis C. Falconer	Row, Row, Row your Boat Jim
Small Town John Mellencamp Bryan	Refugee Unspoken Tradition Greg	Imagine John Lennon C. Gustafson	Livin' on the Edge Aerosmith Anne	My Future's So Bright, I Gotta Wear Shades Timbuk3 Miles	More than a Feeling Boston Keith
A Country Boy Can Survive Toby Keith C. Marshall	I can only imagine C. Martinez	Eye of the Tiger Survivor Stephanie	We Built This City Starship Jesse	Ready for It Taylor Swift Kim	Flight of the Bumblebee Mariah
Where do the Children Play Cat Stevens Henry	9 to 5 Dolly Parton Jaime				



FOREST GROVE FORWARD - OUTCOME + ACTION PRIORITIZATION

Q2 Please rank the following outcomes in the Forward Grove Forward



ECONOMY

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

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

- 1.1: Conduct feasibility analysis for a grocery store **and hotel**
- 1.2: Increase volume and diversity of commercial business development
- ★ 1.3: Update the City's Economic Development Strategic Plan **AF MV MW (second choice)**
- 1.4: Increase industrial business development **MW MM DG AF (second choice)**
- 1.5: Explore the creation of an Economic Improvement District **BS**
Move 1.5 to Revitalize Downtown outcome
- 1.6: Strengthen the City's partnership with local small businesses to support local distribution and entrepreneurship **KM MM (second choice) DG (second choice) BS (second choice)**
- 1.7: Support workforce development programs

After each member voted for their top action, the discussion concluded 1.3 as the shared priority

Industrial business development would fall under ED SP

OUTCOME: Revitalize downtown

- 1.8: Develop a long-term vision for the Main Street Program **KM DG**
- 1.9: Partner with property owners to attract businesses aligned with Main Street vision (e.x., balance of offerings, etc.)
- ★ 1.10: City incentive programs to support/retain small/local businesses (e.g., storefront improvement grant program) **BS MM MW DG (second choice)**
- 1.11: Encourage and attract more events downtown to promote foot traffic **MV - events for businesses located downtown**
- 1.12: Install decorative lighting downtown **Complete**
- 1.13: Increase wayfinding signage for downtown parking **AF**
Move: Explore creation of Economic Improvement District
- OUTCOME: Foster a community identity and sense of place**
- 1.14: Update Tourism Strategic Plan
- 1.15: Develop mural corridor/public art and cultural district/celebrations
- 1.16: Explore exterior and architectural design standard to create a visual identity
- 1.17: Pursue grants to support tourism, placemaking, identity, and planning

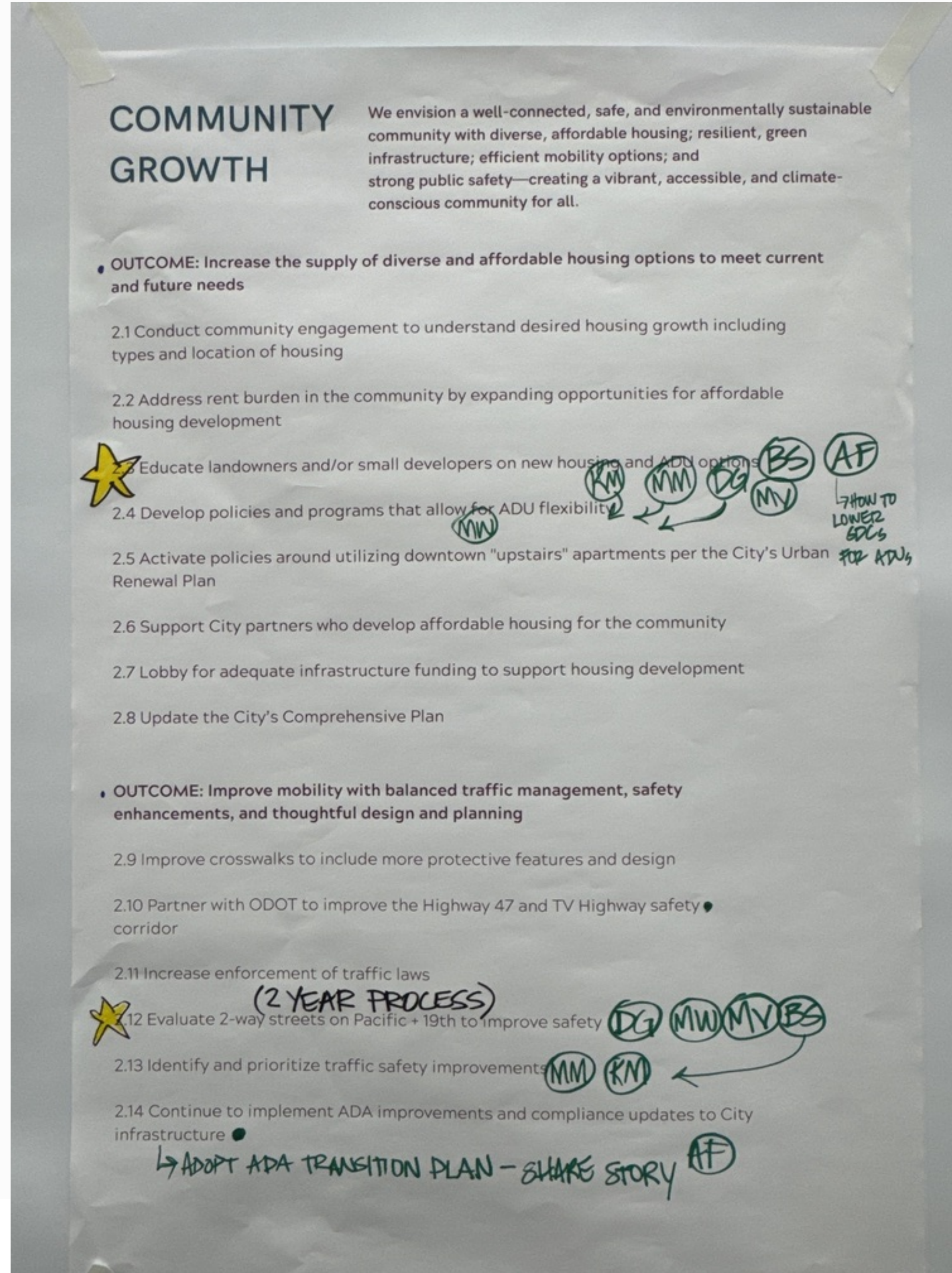
Housing is strongest driver of economic activity

Concern that events don't help businesses

Coordination with PacU, Schools for higher traffic during games


Highlight as partner opportunity for privately-owned parking lots (PacU, Wells Fargo, churches, etc.)

FOREST GROVE FORWARD - OUTCOME + ACTION PRIORITIZATION



COMMUNITY GROWTH

We envision a well-connected, safe, and environmentally sustainable community with diverse, affordable housing; resilient, green infrastructure; efficient mobility options; and strong public safety—creating a vibrant, accessible, and climate-conscious community for all.

OUTCOME: Increase the supply of diverse and affordable housing options to meet current and future needs

2.1 Conduct community engagement to understand desired housing growth including types and location of housing

2.2 Address rent burden in the community by expanding opportunities for affordable housing development



2.3 Educate landowners and/or small developers on new housing and ADU options **BS AF MV**
Mayor - We can use our Comms Team to inform the public **MM DG**

2.4 Develop policies and programs that allow for ADU flexibility **MW**

2.5 Activate policies around utilizing downtown "upstairs" apartments per the City's Urban Renewal Plan

2.6 Support City partners who develop affordable housing for the community

2.7 Lobby for adequate infrastructure funding to support housing development

2.8 Update the City's Comprehensive Plan

Housing Production Strategy is 2 years out - will most likely include ADUs

OUTCOME: Improve mobility with balanced traffic management, safety enhancements, and thoughtful design and planning

2.9 Improve crosswalks to include more protective features and design

2.10 Partner with ODOT to improve the Highway 47 and TV Highway safety corridor **In process**

2.11 Increase enforcement of traffic laws



2.12 Evaluate 2-way streets on Pacific + 19th to improve safety **DG MW MV BS**

2.13 Identify and prioritize traffic safety improvements **MM KM**

Encompasses 2.10 and 2.12

2.14 Continue to implement ADA improvements and compliance updates to City infrastructure **In process - 70-80 ramps/year**

Comp Plan in 2026

4 ODOT grants for traffic enforcement

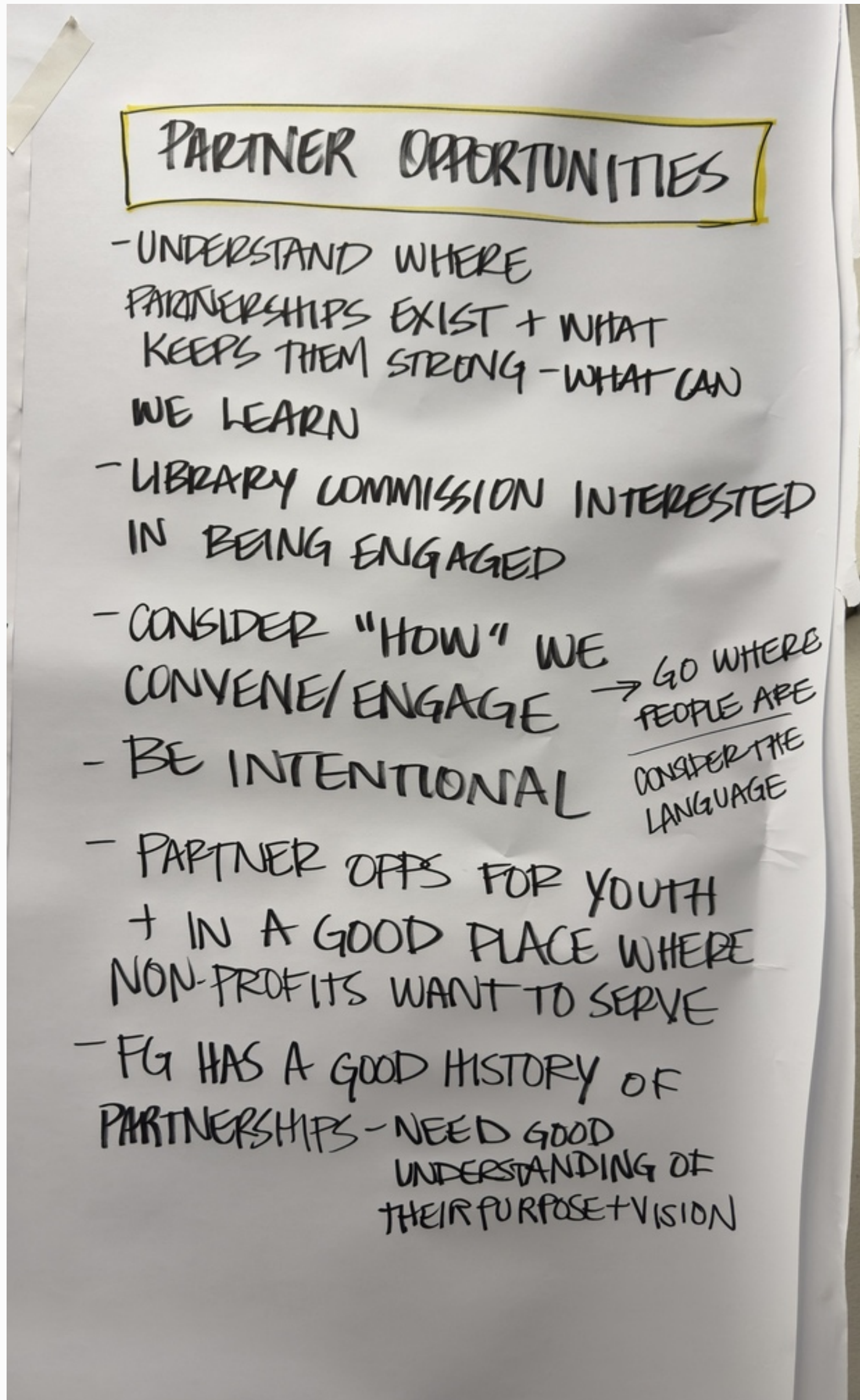
Refine 2.14 to Adopt a ADA transition plan

How do we share that story with the community?



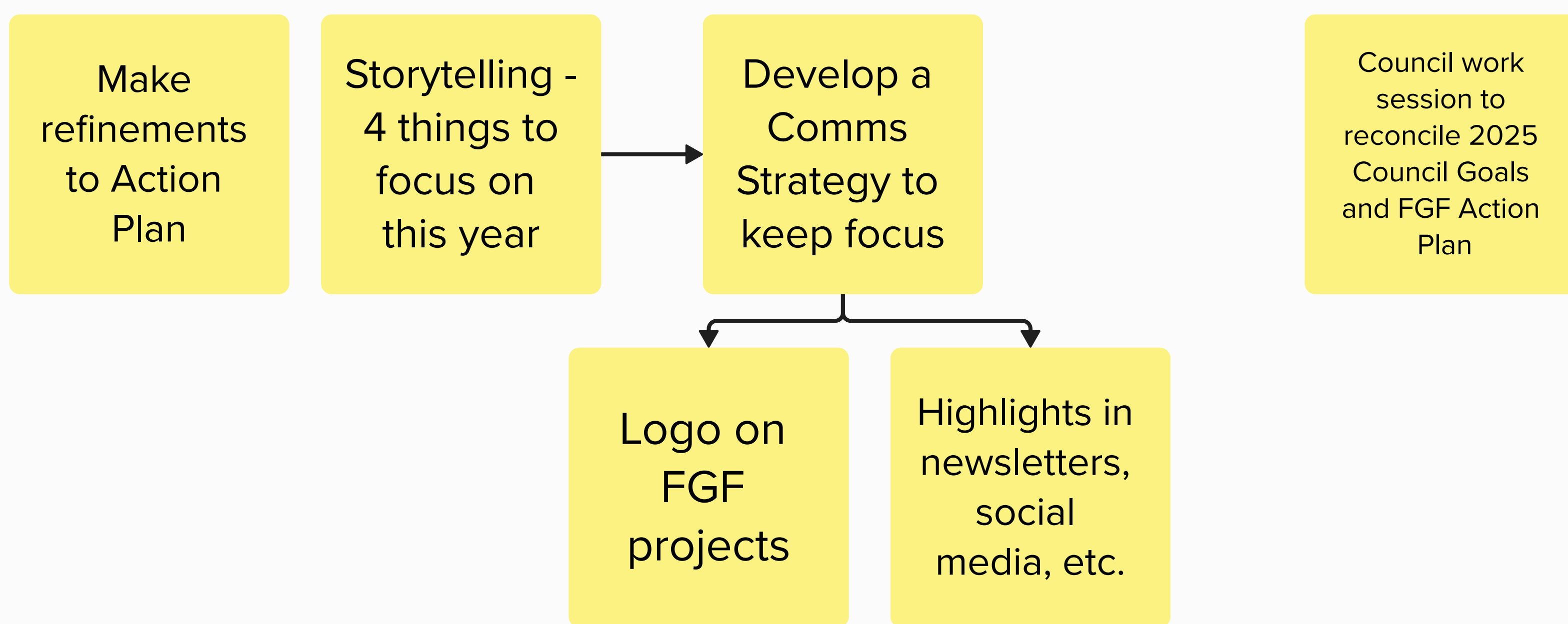
City required to do ramps anytime City touches a street

PARTNERSHIP OPPORTUNITIES



- Understand where partnerships exist and what keeps them strong - we can learn
- Library Commission interested in being engaged in Forest Grove Forward work
- Consider "how" we convene/engage
 - Go to where the people are
 - Consider the language
- Be intentional
- Partner opportunities for youth and in a good place where non-profits want to serve
- Forest Grove has a good history of partnerships
 - Need good understanding of their purpose and vision

NEXT STEPS



Mariah Woods

From: Dale Feik [REDACTED]
Sent: Monday, December 01, 2025 7:19 AM
To: matt.DONEGAN@deq.oregon.gov; karen.moynahan@deq.oregon.gov; 'TANNER Silvia * DEQ'; mark.webb@deq.oregon.gov; 'Kathryn Harrington'; 'Nafisa Fai'; 'Pam Treece'; 'Jerry Willey'; 'Jason Snider'
Cc: 'TRAPP Lindsay * DEQ'; leah.feldon@deq.oregon.gov; 'Tanya Ange'; 'Amber Ames'; 'Washington County Administrative Office'; 'WC CAN Board'; 'Laura Gunderson'; 'Beach Pace'; Mariah Woods; mrogoway@oregonian.com; 'Representative Susan McLain'; 'Rick Shanley'; 'Anh Le'
Subject: How Oregon's Data Center Boom is Supercharging a Water Crisis, Nov 24, 2025 by Sean Cooper

To: EQC Chair Matt Donegan and Commissioners Mark Webb, Karen Moynahan and Silvia Tanner (Public comment for Dec. 2, 2025), and

To: Kathryn Harrington, Chair of Washington County Commission and Commissioners, Jerry Willey, Pam Treece, Nafisa Fai, Jason Snider (Public comment for Dec. 2, 2025)

Copy To: Malynda Wenzl, Mayor of Forest Grove, and City Councilors

Copy To: Beach Pace, Mayor of Hillsboro, and City Councilors

Re: How Oregon's Data Center Boom is Supercharging a Water Crisis, A Dark Side of AI - The Precedent is Flint

Because Washington County, especially the City of Hillsboro, continues to expand its Data Center complexes, all decision/policy makers need to studiously become aware the negative consequences and take proactive measures to correct it.

Please click on the following link to learn:

How Oregon's Data Center Boom Is Creating a Water Crisis <https://www.rollingstone.com/culture/culture-features/data-center-water-pollution-amazon-oregon-1235466613/>

I tried to help prevent the Water Crisis in Forest Grove by appealing to the Forest Grove City Planning Commissioner and then to the City Council but failed to stop Crane Data Center from building one building which can get up to 47 MW of power; and if that works out, may end up getting more Mega Watts in a second phase of the Complex - up to at least 100 Mega Watts total. Chances are reused water may be needed to cool the computers, even though Crane proposed changing from recycled water cooling to electrical fan cooling of the computers in phase one.

Sincerely,

Dale Feik, Ed.D.
[REDACTED]

Chair of Washington County Citizen Action Network (WC CAN)- <http://www.wc-can.org/>: WC CAN is a coalition of grassroots advocates (individuals and groups) dedicated to improving quality of life in Washington County by promoting healthy and sustainable communities, social and economic justice, and open and responsive government.

"Justice and freedom; discussion and criticism; intelligence and character--these are the indispensable ingredients of the democratic state. We can be rich and powerful without them but not for long." -Robert M. Hutchins

Cc: Leah Feldon, DEQ Director

Lindsay Trapp, DEQ, Policy Analyst, Assistant to EQC

Tanya Ange, WCounty Administrator

Laura Gunderson, The Oregonian, Content Editor

Mike Rogoway, The Oregonian, who has written extensively about Data Centers

Washington County Citizen Action Network, Board of Directors

Rep. Susan McLain

Rick Shanley, Clean Water Services Interim Chief Executive and General Manager

Anh Le, Clean Water Services, Executive Management Analyst to the CEO/General Manager

Mariah Woods

From: Dale Feik [REDACTED]
Sent: Tuesday, December 02, 2025 4:10 AM
To: matt.DONEGAN@deq.oregon.gov; karen.moynahan@deq.oregon.gov; 'TANNER Silvia * DEQ'; mark.webb@deq.oregon.gov; 'Kathryn Harrington'; 'Nafisa Fai'; 'Pam Treece'; 'Jerry Willey'; 'Jason Snider'
Cc: 'TRAPP Lindsay * DEQ'; leah.feldon@deq.oregon.gov; 'Tanya Ange'; 'Amber Ames'; 'Washington County Administrative Office'; 'WC CAN Board'; 'Laura Gunderson'; 'Beach Pace'; Mariah Woods; mrogoway@oregonian.com; 'Representative Susan McLain'; 'Rick Shanley'; 'Anh Le'
Subject: Dale Feik, public comment for EQC and WCBOC meetings Dec. 2, 2025, Trump's mental acuity and actions
Attachments: Heather Cox Richardson Oct 21 2025.docx about President Donald J Trump concern about mental acuity.docx

Please add the following to my written public comment for the Washington County Commissioner and EQC Commissioner meetings Dec. 2, 2025. I am not sure how this applies to your policy making - and adjudication of cases brought before you, but in the big scheme of things, it surely must be considered in the state of affairs and actions needed to keep our government running smoothly.

See below, Re: Heather Cox Richard's letter stating her concern about President Donald J. Trump's mental acuity and actions.

Dale Feik

To: EQC Chair Matt Donegan and Commissioners Mark Webb, Karen Moynahan and Silvia Tanner (Public comment for Dec. 2, 2025), and

To: Kathryn Harrington, Chair of Washington County Commission and Commissioners, Jerry Willey, Pam Treece, Nafisa Fai, Jason Snider (Public comment for Dec. 2, 2025)

Copy To: Malynda Wenzl, Mayor of Forest Grove, and City Councilors

Copy To: Beach Pace, Mayor of Hillsboro, and City Councilors

Re: Heather Cox Richardson from Letters from an American <heathercoxrichardson@substack.com>

Richardson's attached letter starts with the following:

President Donald J. Trump's behavior over the holiday weekend has increased concern about his mental acuity. A rant on his social media account at midnight on Thanksgiving itself threatened to strip citizenship from naturalized immigrants, called Minnesota governor Tim Walz a profoundly offensive slur, and ended: "HAPPY THANKSGIVING TO ALL, except those that hate, steal, murder, and destroy everything that America stands for-You won't be here for long!"

On NBC's Meet the Press yesterday, Walz responded by calling for Trump to release the results of an MRI he told reporters he underwent in October, later saying: "I have no idea what they analyze, but whatever they analyze, they

analyzed it well and they said that I had as good a result as they've ever seen." Although Trump told reporters the MRI was part of his routine physical, medical experts say such tests are not routine.

Walz said to Kristen Welker: "Here we got a guy on Thanksgiving, where we spent time with our families, we ate, we played Yahtzee, we cheered for football or whatever. This guy is apparently in a room, ranting about everything else. This is not normal behavior. It is not healthy. And presidents throughout time have released a couple things. They've released their tax returns-not Donald Trump-and they've released their medical records-not Donald Trump. And look, the MRI is one thing, but I think what's most concerning about this is, as your viewers out there are listening, has anyone in the history of the world ever had an MRI assigned to them and have no idea what it was for, as he says? So look, it's clear the President's fading physically. I think the mental capacity, again, ranting, you know, crazily at midnight on Thanksgiving about everything else. There's reasons for us to be concerned. This is a guy that randomly says the airspace over Venezuela's closed. He's ruminating on if you could win a nuclear war. Look, this is a serious position. It's the most powerful position in the world, and we have someone at midnight throwing around slurs that demonize our children, at the same time he's not solving any of the problems. So I'm deeply concerned that he is incapable of doing the job....."

This is the end of the first part of Richardson's letter. Please open the attachment to read the rest of Richardson's letter.

Sincerely,

Dale Feik, Ed.D.



Chair of Washington County Citizen Action Network (WC CAN)-

<http://www.wc-can.org/>: WC CAN is a coalition of grassroots advocates (individuals and groups) dedicated to improving quality of life in Washington County by promoting healthy and sustainable communities, social and economic justice, and open and responsive government.

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Cc: Leah Feldon, DEQ Director

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Washington County Citizen Action Network, Board of Directors

Rep. Susan McLain

Rick Shanley, Clean Water Services Interim Chief Executive and General Manager

Anh Le, Clean Water Services, Executive Management Analyst to the CEO/General Manager

Mariah Woods

From: Dale Feik [REDACTED]
Sent: Monday, December 08, 2025 7:10 AM
To: 'Kathryn Harrington'; 'Nafisa Fai'; 'Pam Treece'; 'Jerry Willey'; 'Jason Snider'; Malynda Wenzl; 'Beach Pace'; 'Lacey Mayor Beaty'
Cc: 'Tanya Ange'; 'Washington County Administrative Office'; City Councilors; 'Amber Ames'; chair@washcodems.org; 'Lauren Bishop'; 'Laura Gunderson'; 'WC CAN Board'; cityrecorder@beavertonoregon.gov; mrogoway@oregonian.com; 'Representative Susan McLain'
Subject: Trump, Land War or Self-Terrorism.; Trump's Likely Next Step by Timothy Snyder, Dec 7, 2025
Attachments: Timothy Snyder Trumps likely next step Land War or Self Terrorism question Dec 7 2025.docx

To: Kathryn Harrington, Chair of Washington County Commission and Commissioners, Jerry Willey, Pam Treece, Nafisa Fai, Jason Snider

To: Malynda Wenzl, Mayor of Forest Grove, and City Councilors

To: Beach Pace, Mayor of Hillsboro, and City Councilors

To: Lacey Beaty, Mayor of Beaverton, and City Councilors

Re: Land War or Self-Terrorism? Trump's Likely Next Step



In Timothy Snyder's book, [On Tyranny, Twenty Lesson from the Twentieth Century](#), Snyder says in Lesson 9, "Be Kind to our language by Trying to separate yourself from the internet and Read books!!!"

The following is not a book, but Snyder reads a lot of books, and he has written many books as a historian who speaks many languages and has spoken with Volodymyr Zelenskyy in Ukraine more than once and has visited Ukraine over 20 times.

Please read this email and attachment to learn more what he says about President Trump and a Likely Next Step – Land War or Self-Terrorism.

The attachment begins with:

"In certain ways, the autumn of 2025 in the United States has recalled the autumn of 1938 in Nazi Germany.

The mass deportation of undocumented people was one of Hitler's largest coercive policies before the war. That fall, the German police and SS rounded up Jews who lacked German citizenship and dumped them on the Polish side of the German-Polish border. This set off a chain of events which can give us a useful perspective on where we are now. A family was deported; a provoked refugee took revenge; the government organized a pogrom and re-organized its police; the Second World War followed..."

Respectfully,

Dale Feik


"Justice and freedom; discussion and criticism; intelligence and character--these are the indispensable ingredients of the democratic state. We can be rich and powerful without them but not for long." -Robert M. Hutchins

Cc: Tanya Ange, WCounty Administrator
Kevin Moss, WC Clerk
Amber Ames, Hillsboro City Council clerk
Mariah Woods, Recorder/clerk, Forest Grove City Council
Recorder, Beaverton City Council
Laura Gunderson, The Oregonian, editor and vice president of content
Lauren Bishop, Forest Grove and Hillsboro NewsTimes editor
Washington County Citizen Action Network (WC CAN) Board of Directors
Martita Meier, Chair Washingtoncodems Central Committee
Representative Suan McLain

Attachment:

Timothy Snyder Trumps likely next step Land War or Self Terrorism question Dec. 7, 2025



A place where families and businesses thrive

Governor Tina Kotek
900 Court Street
Suite 254
Salem, Oregon 97301-4047

November 26, 2025

RE: Coordinated and Immediate Response to Immigration Enforcement Actions

Dear Governor Kotek,

On behalf of the Forest Grove City Council and a community that is nearly 30% Hispanic or Latino origin, I am writing to bring to your attention that federal immigration law enforcement is causing a humanitarian and economic crisis in our community and respectfully request you convene a table of leaders to address how to immediately and effectively respond to the impact of immigration enforcement actions in Oregon.

As you may know, Forest Grove declared an emergency on November 10, 2025, to provide aid to those experiencing crisis due to federal immigration activities. For the past several weeks, we and neighboring communities have been severely impacted by Immigration and Customs Enforcement (ICE) and Customs and Border Patrol (CBP) agents targeting and profiling our immigrant community. This has caused widespread fear for our residents to leave their homes, travel to work, shop for groceries, and take their kids to school. Their tactics are designed to terrorize – pulling people from vehicles then abandoning the vehicle, breaking windows to enter before allowing a chance to respond and family members being left behind with little or no information.

Cities, including Forest Grove, are bearing the brunt of this fear and outrage. Forest Grove's community auditorium was recently filled to capacity with concerned residents expressing fear, heartbreak, and anger at what is happening. This is a burden that Forest Grove and our local law enforcement cannot bear alone. We understand that federal law supersedes state and local law in this area, however, we are hearing of acts from immigration enforcement agents that should be illegal, and we must push back on the use of force with no justification. People are being physically hurt and emotionally terrorized. As this escalates, I fear this violence and terrorism will escalate as well, further exacerbating the crisis and leading to potential loss of life or military action.

Considering these actions, I respectfully and urgently request you bring together a group of people that can create a unified plan – and please count us as a partner in those efforts. A table that includes our DOJ, counties, cities, law enforcement, and community-based organizations. This matter is of the utmost urgency as our communities, friends, and neighbors are experiencing this trauma every day and we need to stand together to bring relief. Your leadership is needed and welcomed during these unprecedented times.

Sincerely,

Malynda Wenzl
Mayor, City of Forest Grove

cc. Forest Grove City Council
Senator Janeen Sollman
Representative Susan McLain

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jess VanderZanden, City Manager

MEETING DATE: December 8, 2025

PROJECT TEAM: Mariah Woods, City Recorder

SUBJECT TITLE: City Council Schedule of Meetings for 2026

ACTION REQUESTED: Ordinance Order Resolution Informational

BACKGROUND

The Forest Grove City Charter § 11 requires that the Council meet at least once a month at a time and place designated by Council rules. Council Rules of Procedure § 3.1, establishes that regular sessions will be held the second and fourth Mondays of each month, or the following day if the Monday is a legal holiday, and that the meeting dates shall be adopted by resolution each year.

The Council has previously reached consensus to only hold one meeting in the months of March, July, August, and December. March is limited to one meeting due to the National League of Cities Conference, which will be held March 16-18, 2026. Monday, May 25 falls on Memorial Day, and so the meeting would be held on Tuesday, May 26 per Council Rules. The schedule for 2026 is as follows:

January 12 and 26	July 13
February 9 and 23	August 24
March 9	September 14 and 28
April 13 and 27	October 12 and 26
May 11 and 26 (Tuesday)	November 9 and 23
June 8 and 22	December 14

RECOMMENDATION

Staff recommend City Council approve the attached resolution.

ATTACHMENTS:

- 2026 City Council Meeting Calendar
- Resolution

JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

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29	30	31				

APRIL

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26	27	28	29	30		

MAY

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JUNE

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JULY

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26	27	28	29	30	31	

AUGUST

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23	24	25	26	27	28	29
30	31					

SEPTEMBER

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26	27	28	29	30		

OCTOBER

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NOVEMBER

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

City Council Meetings

Holidays:

January 1st	New Year's Day	September 7th	Labor Day
January 19th	Martin Luther King Jr. Day	November 11th	Veteran's Day
February 16th	Presidents Day	November 26th	Thanksgiving Day
May 25th	Memorial Day	November 27th	Day After Thanksgiving
June 19th	Juneteenth	December 25th	Christmas Day
July 3rd	Independence Day (Observed)		

RESOLUTION NO. 2025-67

**RESOLUTION DESIGNATING CITY OF FOREST GROVE
CITY COUNCIL MEETINGS FOR 2026**

WHEREAS, the Forest Grove City Charter § 11 requires that the Council meet at least once a month at a time and place designated by Council rules; and

WHEREAS, Council Rules Section 3.1 establishes that regular sessions will be held the second and fourth Mondays of each month, or the following day if the Monday is a legal holiday, and that the meeting dates shall be adopted by resolution each year; and

WHEREAS, the Council has previously reached consensus to hold one meeting in the months of March, July, August, and December.

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

Section 1. The Forest Grove City Council hereby adopts the following calendar of meetings for 2026:

January 12 and 26	July 13
February 9 and 23	August 24
March 9	September 14 and 28
April 13 and 27	October 12 and 26
May 11 and 26 (Tuesday)	November 9 and 23
June 8 and 22	December 14

Section 2. With proper notice during the year, meetings may be cancelled, rescheduled, or added as necessary.

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

PRESENTED AND PASSED this 8th day of December, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 8th day of December, 2025.

Malynda H. Wenzl, Mayor

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: December 8, 2025

PROJECT TEAM: Bryan Pohl, Community Development Director
Miles Glowacki, Economic Development Coordinator

SUBJECT TITLE: December 2025 Tourism Sponsorship Awards

ACTION REQUESTED: Ordinance Order Resolution Informational

2040 VISION PLAN

Goal: Economy

Outcome: Revitalize Downtown

Action: 1.11 Encourage and attract more events downtown to promote foot traffic

BACKGROUND

On November 13, 2023 City Council established the Tourism Sponsorship program with approval of Resolution 2023-52. The program is funded by the City's Transient Lodging Tax (TLT). The TLT is a tax collected from lodging guests, defined as daily or weekly renters at hotels, motels, and other lodging establishments within the city limits.

The program allows event organizers the opportunity to apply for up to \$5,000 in sponsorship funding. In exchange for sponsorship funding, the event organizer must produce marketing materials to publicize the event and ensure that the city receives recognition on the marketing materials.

The city will only award sponsorship equal to or less than the maximum sponsorship level of an event. If an event lacks a predefined sponsorship program, the maximum award for the event shall be \$2,000. Organizations are subject to an annual cap of \$12,000 in event sponsorships.

The purpose of the Tourism Event Sponsorship program is to provide financial assistance to events that directly contribute to the growth, development, and promotion of tourism to increase overnight lodging stays in Forest Grove, to increase awareness of the City's downtown, and to encourage events that promote foot traffic.

Sponsorship awards are placed on the consent agenda for consideration. The program is currently funded at \$40,000 for FY 25_26.

Staff is forwarding a sponsorship request to the City Council for consideration.

1. The Forest Grove Chamber of Commerce has requested \$5,000 in sponsorship funding for
-

the annual Tree Lighting.

FISCAL IMPACT

Staff's recommendation would result in a \$5,000 expenditure from the Transient Lodging Tax Fund.

RECOMMENDATION

Staff recommends the City Council approve a \$5,000 sponsorship for the Tree Lighting Event.

ATTACHMENT/S:

- Chamber of Commerce – Tree Lighting Application

CITY OF FOREST GROVE EVENT SPONSORSHIP REQUEST FORM

Purpose: The purpose of this program is to provide financial assistance to events that directly contribute to the growth, development and promotion of tourism with the objective of increasing overnight lodging stays within the City of Forest Grove. The purpose of the guidelines is to provide requirements for the evaluation, administration and acceptance of event sponsorship requests received by the City of Forest Grove.

Overview The City of Forest Grove allocates Transit Lodging Tax (TLT) dollars toward events that support the City’s goals, objectives and values; generate additional stays in the city’s hotels and motels, and can demonstrate a clear alignment with the tourism program’s purpose and objectives. The City reserves the right to decline any requests for sponsorship if the event does not meet the program criteria and guidelines, conflicts with the city’s goals, objectives and values, and/or is not in alignment with the tourism program’s purpose and objectives.

Review and Approval: The Economic Development Office are responsible for administering the Tourism Program. Applicants must complete a Tourism Event Sponsorship Program application. City staff will prepare a memo outlining the applications and making funding recommendations for Council approval on the Consent Agenda.

Eligibility: The Tourism Event Sponsorship Program is open to all businesses and non-profits located in the City of Forest Grove.

Criteria:

1. Event must be open to the general public.
2. A portion of the expected attendees will likely travel from outside Forest Grove.
3. A portion of the expected attendees will likely stay overnight in Forest Grove.
4. Application must be received at least 90 days in advance of the event.

Review Considerations:

Audience Demographics	Logistics and support
Budget	Potential Overnight Stays
Legal Compliance	Event History
Timing	Sponsorship Tiers
Long-term Relationship Building	Customization of sponsorship packages
Post-Event Evaluation	Measurement and analytics
Benefits and Visibility	

Possible Expectations:

Branding and Visibility - Logo placement on event promotional materials, including event website, banners, flyers, advertisements (digital and print), and signage.

Recognition during open and closing remarks, if applicable.

Booth or Exhibition Space - City may opt in to utilizing booth or exhibition space (at no cost to the city).

Advertising and Promotion - Advertisements in event programs and materials. Social Media mentions and promotions.

Access to event’s attendee/ticket contact information lists.

Access to Event Photos

CITY OF FOREST GROVE EVENT SPONSORSHIP REQUEST FORM

Event Name	<input type="text"/>		
Group Name	<input type="text"/>		
Contact Name	<input type="text"/>		
Contact Email	<input type="text"/>	Contact Phone	<input type="text"/>
Contact Mailing Address	<input type="text"/>		
Requested Funding Amount	<input type="text"/>		
Event Date(s)	<input type="text"/>	Event Hours	<input type="text"/>
Event Location	<input type="text"/>		
Event Website:	<input type="text"/>		
Event Social Media Handles:	<input type="text"/>		

Describe the event: (Who is the audience, what will take place, what is the goal of the event, expected number of attendees, etc.)

Describe your marketing plan including anticipated reach: (Include how the city will be recognized in promotional materials.)

Event Details:

Is the event open to the public? Yes No

Are patron admission, entry or participant fees charged? Yes No

Expected number of attendees:

Will food be served or sold? Yes No

Will alcohol be served or sold? Yes No

Will there be product, merchandise or service sales? Yes No

Will there be canopies or tents? Yes No

Will there be amplified sound? Yes No

Is the event open to minors? Yes No

How will the funds be utilized?

Send completed applications to smallbizassist@forestgrove-or.gov



**ADELANTE
MUJERES**



**FOREST GROVE FARMERS
MARKET
2026 & BEYOND**



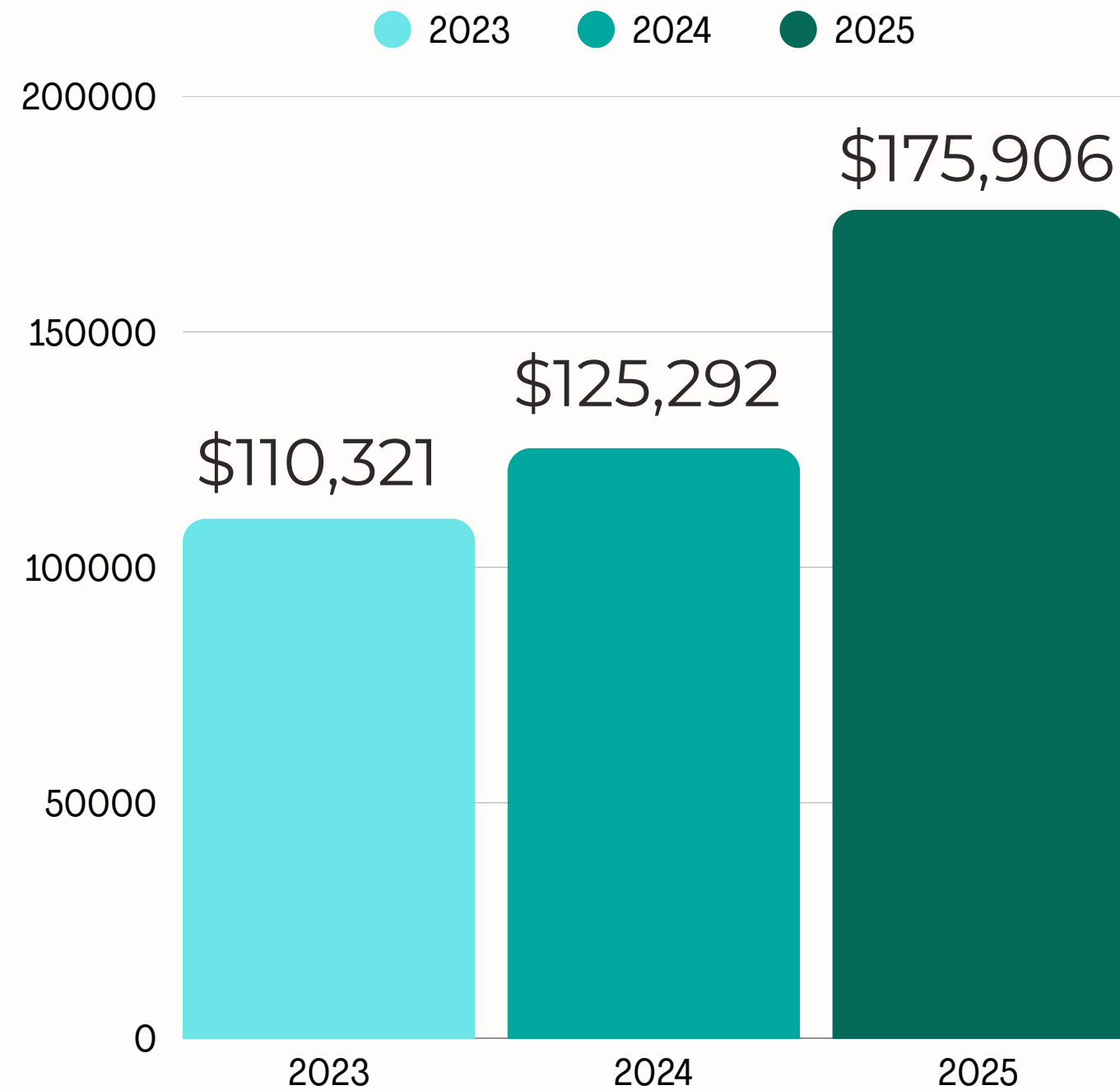
OBJECTIVES

- 2023-2025 Season Stats
- 2025 Market Collaborations
- Alignment to Vision Plan 2040
- 2025 Finances & 2026 Budget
- Discussion

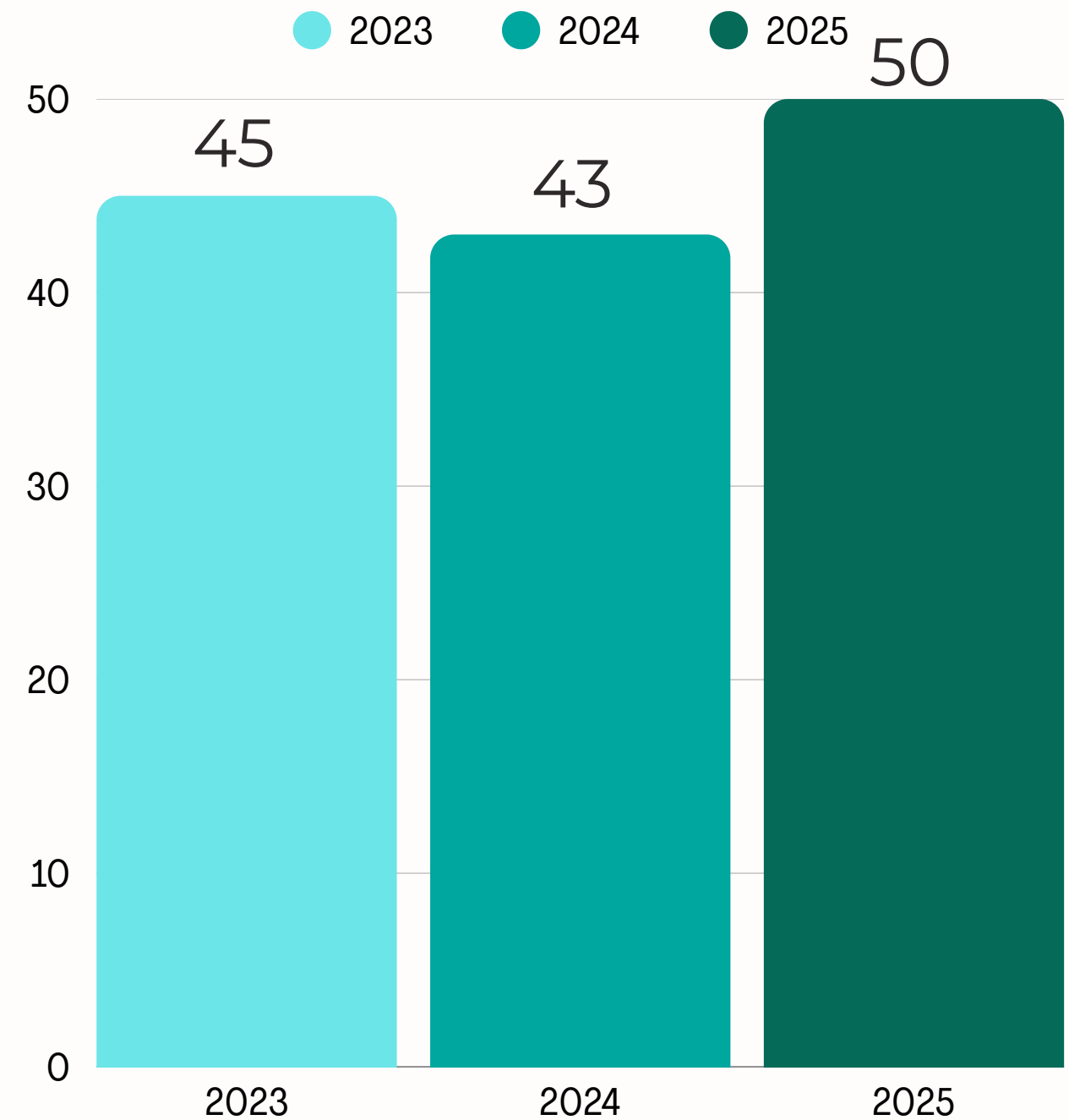


2023-2025 SEASON STATS

Total Nutrition Incentives Redeemed

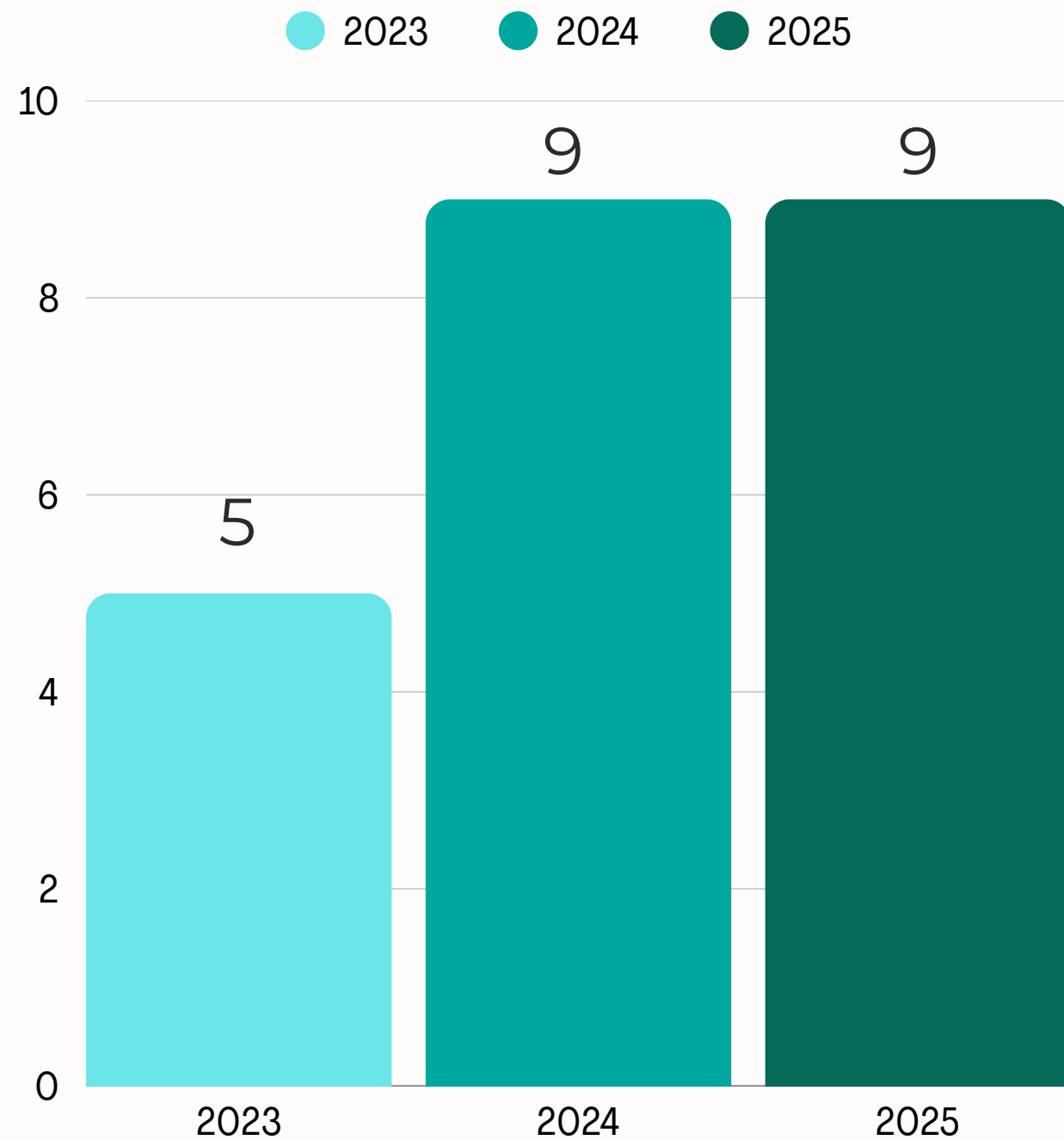


Average Weekly Vendor Customer Count

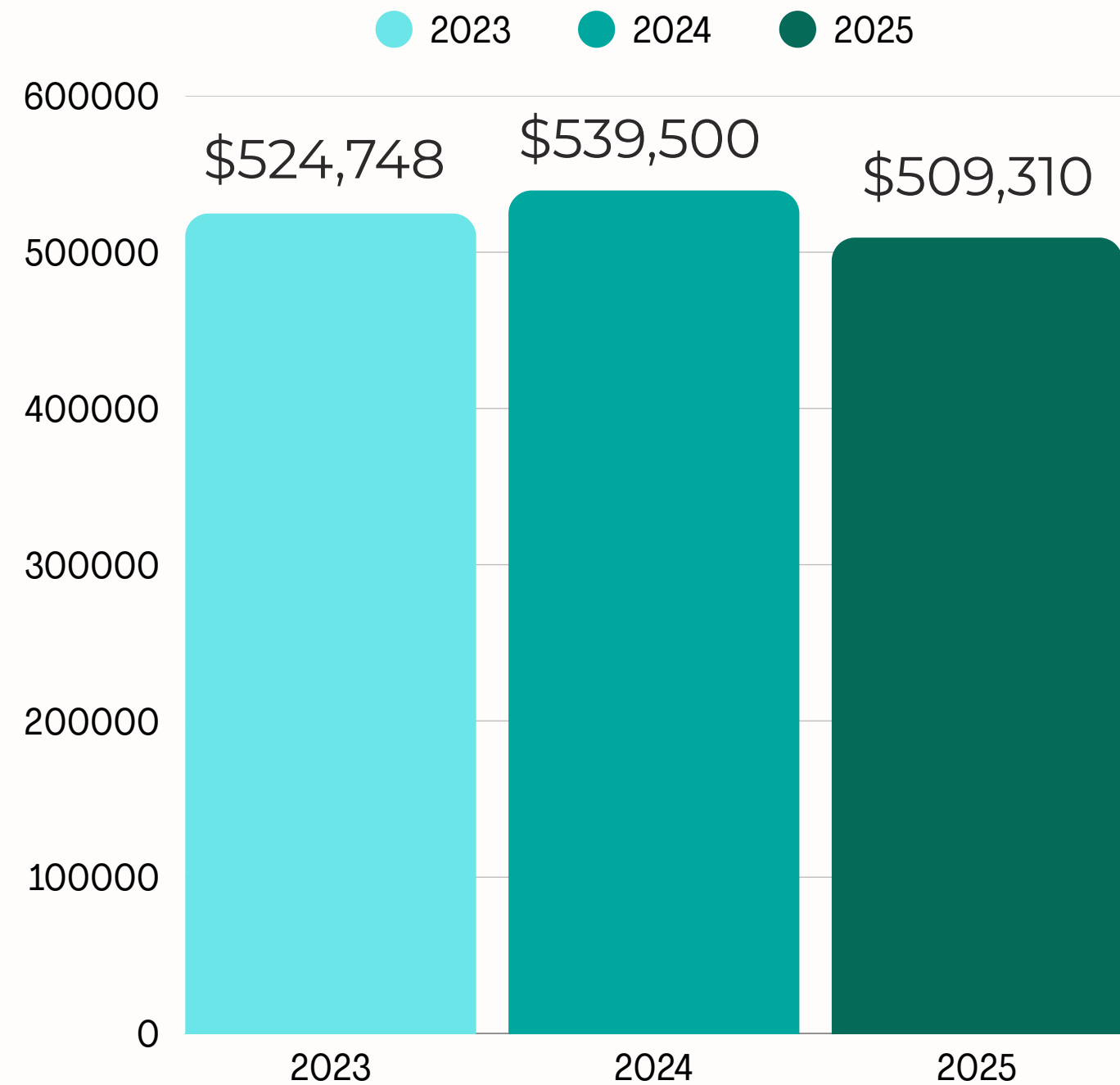


2023-2025 SEASON STATS

Special Events



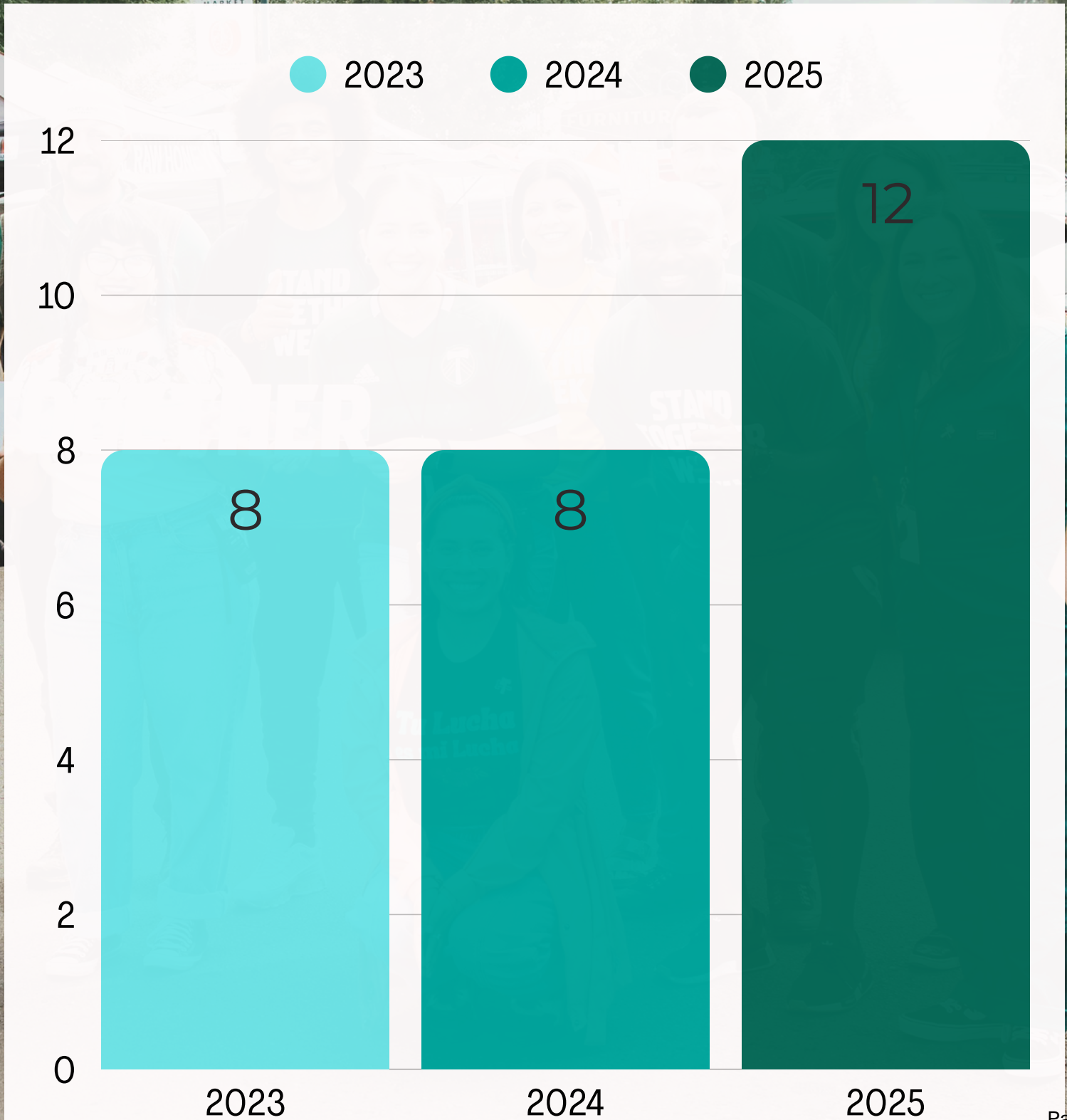
Vendor Reported Gross Sales



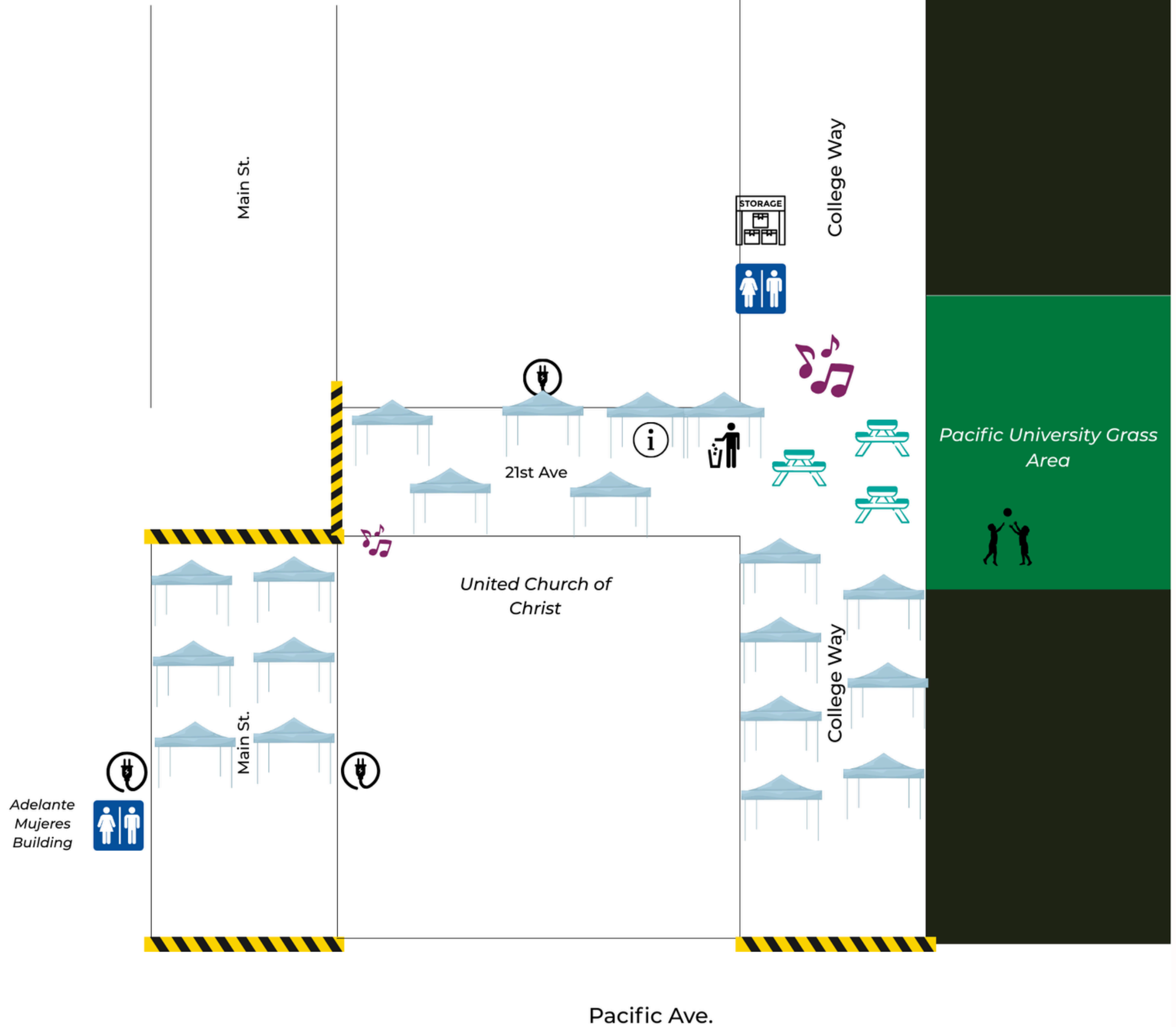
2025 MARKET COLLABORATIONS

We continue to expand our partnerships to bring more special events to our community.

This year, we partnered with OMSI to create a video for an upcoming climate change exhibit that will feature the Forest Grove Farmers Market for the next 10 years.



PROJECTION/ PLANNING FOR 2026 & BEYOND



ALIGN TO VISION PLAN 2040

Economy

Outcomes:

- 1.2** Increase commercial business development
- 1.11** Encourage more events downtown
- 1.17** Support tourism, placemaking, identity, and planning

Opportunities:

- Amplify activities to attract audiences
- Develop opportunities for Pacific U. students to engage in the community

Community Connection

Outcomes:

- 4.2** A central community gathering space that is safe and welcoming
- 4.5** Develop a festival street in downtown Forest Grove

Opportunities:

- Strengthen media presence and explore partnerships
- Engage faith-based and non-profit organizations

TOURISM GOALS



- Community partnership collaboration with local organizations to maximize event success and visitor engagement
- Essential tourism-related equipment and infrastructure
- Tourism marketing – digital campaigns, website management, and brand promotion to attract visitors
- Event Sponsorships that drive overnight lodging
- Public Art Program

2025 FINANCES & 2026 BUDGET

2025

Total Expenses: \$379k

Total Revenue: \$309k

Funding Gap: \$70k

2026

Projected Expenses: \$311k

Projected Revenue: \$176k

Funding Gap: \$135k

2026 Revenue: Lost \$400k in Federal Funding

Place an Order
from market following week; or ask
out home delivery service within
Washington county area
you place an order for coffee please select
of grind listed below when placing order

- Whole Bean
- Drip Grind #7
- Perc/Press Pot #9
- Fine Drip #5.5
- Espresso #4
- Turkish (powder) #1
- Refillable pod #6

Coffee
Sample bags \$15
Honey bag \$16
16oz \$12
Espresso
\$14.99

Free
Coffee's
Honey
Samples

Slow Rise
Bakery



DISCUSSION



THANK YOU



Committee for Community Engagement

2025 Year in Review



Overview

Board Growth

- Added 3 new members this past year. Now a full board of 7 volunteers.

Role & Purpose

- Helping define how CCE partners with the city and engages residents
- We are more than just organizing a yearly meeting—our board is invested in the city's future.

Community Commitment

- Members are local residents focused on serving the community & value all voices.

Engagement Approach

- Always looking for informal creative ways to connect with community members.

Group Highlights and Accomplishments

Board Buddies

- Launched in late 2024 to improve communication & collaboration between city Boards & Commissions.
- Attended meetings and shared updates & explored partnership opportunities.

Getting Involved with our Community

- Represented CCE at key city events including the Police Station Open House & Summer Kickoff.
- Attended 1st Wednesday Farmers Market





Grocery Store Outreach

Responding to strong community interest in additional grocery options

Contacted smaller chains such as Trader Joe's , Market of Choice, World Foods and Sprouts .

Two CCE Members are leading outreach efforts with personalized letters and emails.

Goal: Introduce Forest Grove as a viable location and transition this to city leadership when interest develops.

Community Open House

- Theme “2040 In Motion”
- Doubled our turnout from last year
- Pivoted to Open House style and weekday (sucess!)
- Excellent feedback from attendees and Vendors.
- Invited Boards & Commissions to participate.
- Trader Joe’s “Request a Store” QR code.



Interactive Board at Open House

2040 Vision Plan: Topics & Areas of Highest Priority

Downtown Revitalization #1 with 25 votes



Housing, Recreation Opportunities
and Community Safety was a
3-way tie with 15 votes



Looking Forward...



How can CCE help? We are here for it!

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

CC: Jodi Gollehon, City Attorney

MEETING DATE: December 8, 2025

SUBJECT TITLE: ORDINANCE 2025-04: PROTECTING FOREST GROVE FROM MISUSE OF LOCAL RESOURCES IN VIOLATION OF STATE LAW FOR FEDERAL IMMIGRATION LAW ENFORCEMENT

ACTION REQUESTED:

Ordinance

Order

Resolution

Informational

2040 VISION PLAN

2040 VALUES: Safe Community

2040 GOAL STATEMENT: We envision a connected Forest Grove community with inclusive spaces

2040 OUTCOME: Inclusive and accessible spaces for people to gather and connect

BACKGROUND

On February 13, 2017, the city passed Resolution 2017-21 declaring Forest Grove an inclusive community. On November 10, 2025, the City Council passed Resolution No. 2025-61, declaring a state of emergency to address the community impacts of federal immigration enforcement and appropriating funds for community-based organizations to assist families impacted by federal immigration enforcement. On November 24, 2025, the City Council passed Resolution 2025-64 declaring Forest Grove a Sanctuary City for all persons.

On November 24, 2025, City Council held a work session and reached consensus to codify Oregon’s Sanctuary Promise Act (ORS 181A.820-181A.829) using Portland’s recent codification of the same as the example. U.S. cities that have codified sanctuary city policies include, but are not limited to, Portland, Seattle, Albuquerque, Boston, Chicago, Denver, Los Angeles, New York, and Philadelphia. Other Oregon cities are considering this as well. Portland is the only city in Oregon to codify the Oregon Sanctuary Promise Act, passing Portland city code Chapter 23.20, entitled “Sanctuary City”, on October 15, 2025. Several other Oregon cities are actively considering following suit.

All cities, regardless of sanctuary or inclusive declarations, follow Oregon’s Sanctuary Promise Act, which prohibits state and local police and government from assisting in the enforcement of federal immigration laws. As proscribed in state law, cities are prohibited from the following actions:

- Denying services, benefits, privileges or opportunities to an individual in custody on the basis of known or suspected immigration status or other related federal immigration request or a civil immigration warrant;
- Inquiring into or collecting information about an individual’s immigration or citizenship status or country of birth unless: a) the information is required to advance an investigation into a violation of state or local criminal law, b) the information is submitted to a court of this state in connection with a proceeding or as necessary to determine the individual’s eligibility for a benefit that the individual is seeking;
- Providing information about an individual in the custody of city to a federal immigration authority for the purpose of civil immigration enforcement, except as may be required by a judicial subpoena or by another compulsory court-issued legal process or to the extent that the information is available to the general public and under the same terms and conditions as the information is available to the general public;
- Using public facilities, property, money, equipment, technology or personnel for the purpose of investigating, detecting, apprehending, arresting, detaining or holding individuals for immigration enforcement;
- Granting a federal immigration agency access to an area of a facility that is not normally open to the public;
- Supporting or assisting a federal agency in immigration enforcement, in any of the following ways:
 - Providing information, including but not limited to an individual’s contact information, country of birth, custody status, release date, parole, probation or post-prison supervision appointment dates or times, or home or work address, except as may be required by a judicial subpoena or by another compulsory court-issued legal process or to the extent that the information is available to the general public and under the same terms and conditions as the information is available to the general public;
 - Investigating or interrogating individuals for immigration enforcement; or
 - Establishing traffic perimeters for the purpose of supporting or facilitating immigration enforcement.

Portland city code Chapter 23.20, entitled “Sanctuary City”, contains the following:

- Prohibits assistance: City employees and contractors are forbidden from assisting federal agencies with immigration enforcement.
- Bans resource use: City resources cannot be used for immigration enforcement activities.
- Requires new policies and training: The ordinance mandates the creation of policies, training, and resources for city staff to manage interactions with immigration enforcement agents.
- Requires public reporting: The Portland Police Bureau must report any exceptions to or violations of the prohibition on assisting with immigration enforcement.
- Mandates information requests: The City is required to submit Freedom of Information Act requests to the Department of Homeland Security (DHS) and Immigration Control and Enforcement (ICE) to gain insight into federal activity.
- Defines non-public areas: The ordinance designates certain city-owned spaces as non-public, which federal immigration agents cannot access without a warrant.
- Includes a disclaimer: The ordinance includes a limit stating that state and federal law override its provisions.

Portland's code included an emergency clause that allowed for immediate enactment upon passage. Forest Grove's City Charter Section 17 state that ordinances take effect on the 30th day after enactment unless the ordinance contains an emergency clause which allows it to be enacted immediately upon passage. Ordinance 2025-04 contains an emergency clause to allow for immediate enactment upon passage.

Additionally, Section 16 of the City Charter requires approval by a majority of the Council at two meetings. However, under the same section, Council may enact an ordinance at a single meeting by unanimous approval with at least five members present, provided the ordinance was available to the public at least seven days before the meeting. The proposed ordinance was available to the public and published seven days in advance.

LEGAL CONSIDERATIONS

Executive Order (EO) 14287, signed by the President on April 28, 2025, requires the Attorney General to publish a list of states and local jurisdictions that have declared sanctuary status. Further, it directs the Office of Management and Budget to identify federal funds to those jurisdictions and suspend or terminate them. Portland is the only city in Oregon that has been listed by the Department of Justice. According to the EO, the list will be reviewed regularly, and if a jurisdiction declares itself as a sanctuary jurisdiction, such action will be one of the aspects the federal government will consider when adding jurisdictions to the list. As per our City Attorney, if Forest Grove gets added to the list, the consequences are unknown, but it may draw increased attention from the federal government in potential legal action¹, restrictions on federal funding, including private entities that receive federal funds, and increased immigration enforcement.

FEDERAL FUNDING CONSIDERATIONS

Regarding federal funding, there are two grants the city receives directly from the federal government, noted below. All other grants the city receives are administered by the State, Metro, or County.

- \$900,000 from Housing and Urban Development (HUD) to install solar panels and dedicate the income to the city's electric utility assistance program. The City contacted HUD recently and HUD noted this grant source was secure.
- \$83,000 from the Department of Justice for the COPS program. These funds are reimbursed every quarter and all proceeds will be received by the city by March 31, 2026.

It is not clear whether these funds are at risk as Oregon is already listed by the Department of Justice as a sanctuary state and the city continues to receive grant funds from the state that are funded by the federal government.

PROPOSED ORDINANCE 2025-04

¹ See [United States v. Illinois](#) (Feb. 6, 2025), [United States v. Rochester](#) (April 24, 2025), [United States v. Colorado](#), [United States v. Newark](#), [United States v. New York City](#), [United States v. Boston](#) (Sept. 4, 2025), and [United States v. Minnesota](#) (Sept. 29, 2025), under which the U.S. has sued states and cities for their sanctuary policies.

Proposed Ordinance 2025-04 essentially mirrors the provisions listed above in Portland’s ordinance. The proposed ordinance would create a new Chapter 39 under existing Title III, Administration. In addition to codifying the provisions in the Oregon Sanctuary Promise Act, the proposed ordinance directs the City Manager to:

- Create policies, training, and resources for city staff to manage interactions with immigration enforcement agents.
- Publicly report any exceptions to or violations of the prohibition on assisting with immigration enforcement.
- Submit Freedom of Information requests to DHS and ICE to gain insight into federal activity.
- Define non-public areas and designate certain city-owned spaces as non-public, which federal immigration agents cannot access without a warrant.

FISCAL IMPACT

There is no direct fiscal impact on the FY 25-27 budget. Regarding grant funding, see above.

RECOMMENDATION

Staff recommends the City Council consider Ordinance 2025-04.

ATTACHMENTS:

- Oregon’s Sanctuary Promise Act
- Portland City Code Chapter 23.20 “Sanctuary City”
- Proposed Forest Grove Ordinance 2025-04 with Exhibit A

ORDINANCE NO. 2025-04

**ORDINANCE AMENDING FOREST GROVE CODE OF ORDINANCES
TITLE III (ADMINISTRATION) BY ADDING CODE CHAPTER 39, SANCTUARY CITY,
PROTECTING FOREST GROVE FROM MISUSE OF LOCAL RESOURCES IN
VIOLATION OF STATE LAW FOR FEDERAL IMMIGRATION LAW ENFORCEMENT**

WHEREAS, Resolution 2017-21, passed February 13, 2017, declared Forest Grove an inclusive community for all persons and committed to living its values as a welcoming city for all individuals that seeks to accept and support all people, and

WHEREAS, Resolution 2025-61, passed November 10, 2025, declared a state of emergency to address community impacts of federal immigration enforcement by appropriating funds to community-based organizations to assist families impacted by federal immigration enforcement; and

WHEREAS, Resolution 2025-65, passed November 24, 2025, declared Forest Grove a “Sanctuary City” that is committed to providing a safe community for all individuals, regardless of ethnicity or immigration status, and ensures that all members of our community can call upon public safety assistance without being questioned about federal immigration laws and without fear of reprisal based solely on legal status, in accordance with the Oregon Sanctuary Promise Act; and

WHEREAS, City Council held a work session on November 24, 2025, and reached consensus to codify Oregon’s Sanctuary Promise Act (ORS 181A.820-181A.829) using Portland’s recent codification of the same as the example, and

WHEREAS, the City of Forest Grove complies with the laws of the State of Oregon, specifically, the Oregon Sanctuary Promise Act, Oregon Revised Statutes (ORS) 181A.820 - 181A.829, which prohibit a law enforcement agency or public body from denying services based on an individual’s immigration status, collecting information on an individual’s citizenship status, using public resources to assist in immigration enforcement, or otherwise providing information to federal immigration, except as required by law; and

WHEREAS, the City of Forest Grove, as a community that celebrates the wide diversity of its residents and visitors, actively seeks to promote as core obligations the health, well-being, and general welfare of the City, and the City’s ongoing prosperity depends upon the harnessing of all labor, skills, and ideas available to the City for economic growth and opportunities; and

WHEREAS, the City of Forest Grove recognizes the inherent worth and dignity of all persons, who should be treated with compassion and respect regardless of race, color, national origin, immigration or refugee status, religion, sex, gender identity (including gender expression), sexual orientation, mental, emotional and physical ability, veteran status, or age; and

WHEREAS, chronic discrimination against any group of persons can negatively impact the health, well-being and general welfare of the City leading to community disengagement, diminished economic and educational opportunities, increased stigmatization, diminished physical, mental and emotional health.

NOW THEREFORE, THE CITY OF FOREST GROVE ORDAINS AS FOLLOWS:

Section 1. The City Council hereby amends Forest Grove Code of Ordinances Title III (Administration) by adding Chapter 39: Sanctuary City, as set forth in Exhibit A.

Section 2. Consistent with Resolution No. 2025-61 which declared a state of emergency on November 10, 2025, to address the community impacts of federal immigration enforcement, the City Council directs Ordinance 2025-04 to be effective immediately upon enactment by the City Council.

PRESENTED AND PASSED first reading this 8th day of December 2025.

PASSED the second reading this 12th day of January 2025.

Mariah Woods, City Recorder

APPROVED by the Mayor this 12th day of January 2025.

Malynda Wenzl, Mayor

ORDINANCE NO. 2025-04
EXHIBIT A

CHAPTER 39: SANCTUARY CITY

Section

39.01 Purpose

39.02 Intent

39.03 Policy

39.04 Exceptions

§ 39.01 PURPOSE.

The purpose of this Chapter 39 is to protect Forest Grove from misuse of local resources in violation of the Oregon Sanctuary Promise Act for federal immigration law enforcement.

§ 39.02 INTENT.

- (A) The city recognizes and values the diverse contributions of all individuals and affirms its commitment to treating all persons with dignity and respect, regardless of race, color, national origin, immigration or refugee status, heritage, culture, religion, sex, gender identity or expression, sexual orientation, ability, age, or economic status.
- (B) City Council, in the interests of public and community safety, and in the lawful exercise of its authority and for the protection of all persons within its jurisdiction, hereby confirms the city's commitment to lawfully supporting immigrant and refugee communities through binding municipal law.

§ 39.03 POLICY.

- (A) Consistent with state and federal law, the city prohibits the use of city resources to enforce federal immigration law.
1. City facilities, property, moneys, equipment, technology or personnel may not be used for the purpose of investigating, detecting, apprehending, arresting, detaining or holding persons for the purpose of enforcing federal immigration laws.
 2. No city department or law enforcement agency may enter into a formal or informal agreement with a federal immigration authority relating to the detention of a person for the purpose of enforcing federal immigration laws.
 3. Except when required by state or federal law, no city department or law enforcement agency may collect, inquire into, or disclose information concerning an individual's immigration or citizenship status, country of birth, or other personal information for the purpose of enforcing federal immigration laws.

4. The prohibitions and requirements set forth in this Chapter do not apply to the following:

- a. When required by court order, or a warrant authorized by a court;
- b. When disclosure is required by a judicial subpoena issued as part of a court proceeding or by another compulsory court-issued legal process;
- a. When disclosure is required to effect the international extradition to this state and return of a person charged with or convicted of crimes in this state and for whom a warrant of arrest has been issued;
- b. To the extent that the information is available to the general public and under the same terms and conditions as it is available to the general public;
- c. When the information is necessary to advance an investigation into a violation of state or local criminal law;
- d. When the information is submitted to a court of this state, whether orally or in writing, in connection with a proceeding in that court; or
- e. When the information is necessary to determine the individual's eligibility for a benefit the individual is seeking.

(B) The City Manager shall implement and require all city staff to participate in ongoing training on this Chapter. The content of this training shall align with state and federal law and city code.

1. Training must include, at a minimum:

- a. Explanation of the Sanctuary City Code provisions and related city policies;
- b. The distinction between administrative warrants and judicial warrants;
- c. The difference between and importance of public and nonpublic spaces, including authorized access to city spaces and facilities;
- d. Guidance on responding to inquiries or actions by a federal immigration authority, including requests for information regarding city employees or residents and visitors and attempts to access city property or city-sponsored meetings;
- e. The process for rapidly contacting the appropriate city official in urgent situations;

- f. Training specific to supervisory responsibilities.
2. The training may also include, but is not limited to:
 - a. Information on how and where employees can access relevant city resources and additional learning materials;
 - b. Resources for city employees directly affected by federal immigration authority enforcement action; and
 - c. Protocols for supervisors on responding if employees are detained, as well as guidance on compassionate leadership and support for employees.
3. The training should be reviewed no less than annually and may be reviewed more frequently as necessary. Revisions should incorporate emerging best practices, newly enacted laws, updated protocols, and relevant resources. Updates should be informed by feedback from employees, departments, subject matter experts, labor union representatives, immigration rights organizations, faith leaders, community leaders, nonprofits, educational institutions and community partners.

(C) City-owned and leased spaces and buildings must display visible signage identifying entry requirements for the public and visitors and the specific areas which are public spaces and all areas that are not.

1. Signage should be in accordance with best practices for language access and plain language, and recommendations of equity and subject matter experts on immigrant affairs and rights.
2. Signage should include companion resources to explain the signage and contain additional resources and contacts. Companion resources should be based on best practices for language access and plain language, Sanctuary City trainings, and content should be in accordance with immigrant rights organization recommendations.
3. Signage policies and resources should be updated regularly and informed by experts, City Attorney advice, and community leaders in language access, equity, immigrant affairs and rights, and additional relevant subject matters.

(D) Immigrant affairs tracking evaluation and reporting. The City Manager shall regularly review existing programs and services to identify ways to comply with this Chapter and implement best practices and policies for staff and communities impacted by immigration.

1. Every city department must provide the following information to Council at least annually:
 - a. Employee training completion rates;
 - b. Federal enforcement activity on city property and facilities; and
 - c. Known violations of the this Chapter by city employees.
2. The City Manager, or designee, shall provide an annual report to Council summarizing Freedom of Information Act requests, immigration enforcement communication, requests, and activities at the city, and a description of the city's response.
3. The City Manager, or designee, shall provide a second report at least annually to Council. The report shall be combined and coordinated and shall include the following:
 - a. An evaluation of training provided on this Chapter and other sanctuary-related policies; and
 - b. Compliance with this Chapter and other city sanctuary-related policies; and
 - c. Information on sanctuary-related policies and procedures in similar local jurisdictions.
4. Review and evaluation shall be informed by feedback from employees, departments, equity and language subject matter experts, labor union representatives, immigration rights organizations, faith leaders, community leaders, non-profits, educational institutions and additional community partners.

§ 39.04 EXCEPTIONS.

- (A) The prohibitions set forth in this Chapter do not apply to the arrest by Forest Grove Police Department of individuals who have been formally charged by the United States with a criminal offense under federal immigration law, as specified in Title II of the Immigration and Nationality Act or under 18 U.S.C. §§ 1015, 1422–1429, or 1505, and who are subject to arrest for the crime pursuant to a judicial warrant of arrest issued by a federal magistrate.

- (B) The Forest Grove Police Department must include in its annual report a section that details all instances in which it receives communication or request from a federal agency that relates to immigration enforcement, including exception applied in Section 39 A.4 above. The report shall include details about the basis for the exception for each instance, including the justification for each instance. Additionally, each instance shall be reported with the legally disclosable information for the name and title of the official who authorized the action, a comprehensive description of the action taken, and the identities and roles of any federal agents involved.

END

Enrolled
House Bill 3265

Sponsored by Representatives ALONSO LEON, PHAM, Senator GORSEK, Representatives CAMPOS, VALDERRAMA; Representatives DEXTER, FAHEY, GRAYBER, HOLVEY, HUDSON, KOTEK, KROPF, MCLAIN, MEEK, NERON, POWER, RAYFIELD, REYNOLDS, RUIZ, SALINAS, SANCHEZ, SOLLMAN, WILDE, WILLIAMS, Senators FREDERICK, GELSER, JAMA, LIEBER, MANNING JR

CHAPTER

AN ACT

Relating to immigration; creating new provisions; amending ORS 180.805 and 181A.820; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

SECTION 1. As used in sections 1 to 6 of this 2021 Act:

(1) **“Court facility” means a building or space occupied or used by a court of this state or local jurisdiction of this state, and any adjacent property including, but not limited to, sidewalks, parking area, grass or landscaped area, plazas, court-related offices, commercial and governmental spaces within the building or space and entrances to and exits from the building or space.**

(2) **“Federal immigration authority” means the United States Department of Homeland Security, the United States Immigration and Customs Enforcement, the United States Citizenship and Immigration Services, the United States Customs and Border Protection or a successor agency, any other federal immigration agency or official, or any other entity to which a federal immigration agency delegates or assigns the authority to detect, investigate or enforce violations of immigration law.**

(3) **“Immigration enforcement” means any activity that has as a purpose the apprehension or identification of an individual in order to:**

(a) **Subject the individual to civil immigration arrest, civil immigration detention, removal or deportation proceedings or removal or deportation from the United States; or**

(b) **Criminally prosecute the individual for offenses related to federal laws regarding immigration status.**

(4) **“Law enforcement agency” means:**

(a) **County sheriffs, municipal police departments, police departments established by a university under ORS 352.121 or 353.125;**

(b) **The Oregon State Police; and**

(c) **Corrections officers.**

(5) **“Officer” means an individual employed or contracted as an officer of a law enforcement agency whether or not the individual is on duty.**

(6) **“Public body” has the meaning given that term in ORS 174.109.**

SECTION 2. (1) A law enforcement agency or public body may not:

(a) Except as required by state or federal law, deny services, benefits, privileges or opportunities to an individual in custody, or on parole, probation or post-prison supervision, on the basis of known or suspected immigration status, the existence of an immigration detainer, hold, notification or other related federal immigration request or a civil immigration warrant;

(b) Inquire into or collect information about an individual's immigration or citizenship status or country of birth unless:

(A) The information is required to advance an investigation into a violation of state or local criminal law;

(B) The information is submitted to a court of this state, whether orally or in writing, in connection with a proceeding in that court; or

(C) As necessary to determine the individual's eligibility for a benefit that the individual is seeking; or

(c) Provide information about an individual in the custody of the public body or law enforcement agency to a federal immigration authority for the purpose of civil immigration enforcement, except:

(A) As may be required by a judicial subpoena issued as part of a court proceeding or by another compulsory court-issued legal process; or

(B) To the extent that the information is available to the general public and under the same terms and conditions as the information is available to the general public.

(2) For purposes of subsection (1)(c)(A) of this section, a judicial subpoena does not include an administrative subpoena created and signed by a federal immigration authority.

(3) To ensure compliance with all treaty obligations, including consular notification, and state and federal laws, on the commitment or detainment of an individual, a law enforcement agency shall explain to the individual in writing, with interpretation into another language if requested:

(a) The individual's right to refuse to disclose the individual's nationality, citizenship or immigration status; and

(b) That disclosure of the individual's nationality, citizenship or immigration status may result in civil or criminal immigration enforcement, including removal from the United States.

(4) Any person may bring a civil action against a law enforcement agency or public body that violates subsections (1) to (3) of this section to enjoin the violation.

SECTION 3. (1) Public facilities, property, moneys, equipment, technology or personnel may not be used for the purpose of investigating, detecting, apprehending, arresting, detaining or holding individuals for immigration enforcement.

(2) Actions with a purpose described in subsection (1) of this section include, but are not limited to, the following:

(a) Granting a federal immigration agency access to an area of a facility that is not normally open to the public.

(b) Supporting or assisting a federal agency in immigration enforcement, including but not limited to any of the following:

(A) Providing information, including but not limited to an individual's contact information, country of birth, custody status, release date, parole, probation or post-prison supervision appointment dates or times, or home or work address, except as provided in section 2 of this 2021 Act;

(B) Investigating or interrogating individuals for immigration enforcement; or

(C) Establishing traffic perimeters for the purpose of supporting or facilitating immigration enforcement.

(3)(a) If a public body receives a communication or request from a federal agency that relates to immigration enforcement, other than a judicial subpoena described in section 2 (1)(c)(A) of this 2021 Act, the public body shall decline the request and document the com-

munication or request. The documentation described in this subsection must be provided to the director or other similar management personnel of the public body.

(b) The public body shall submit the information documented under this subsection to the Oregon Criminal Justice Commission pursuant to procedures established by the commission. The commission shall require at least monthly submission of the information described in this subsection.

(c) A public body shall adopt internal procedures to carry out this subsection.

(4)(a) The commission shall publish and continually update, on a website operated by or on behalf of the commission, an entry for each communication or request described in subsection (3) of this section, the public body that received the communication or request, the federal agency involved in the communication or that made the request and a summary of the public body's response to the communication or request.

(b) The information contained on the website described in this subsection may not contain any personally identifiable information of the individuals involved in the communication or request, including of an individual targeted by federal immigration authorities, an individual who reported the communication or request, an individual who witnessed the communication or request or report of the communication or request or the family members of an individual described in this paragraph.

(c)(A) Information obtained by the commission under this subsection may be used only for statistical purposes and coordination with the sanctuary violation reporting mechanism established under section 4 of this 2021 Act.

(B) Information described in this subsection that may reveal the identity of an individual described in paragraph (b) of this subsection is exempt from disclosure under ORS 192.311 to 192.478.

(C) Pursuant to a request from the Department of Justice, the commission may release to the department information described in this subsection that is necessary to investigate a report made to the sanctuary violation reporting mechanism established under section 4 of this 2021 Act if the information is used to support an individual described in paragraph (b) of this subsection.

(d) Not later than July 1, 2022, and at least annually thereafter, the commission shall issue a report that summarizes the information reported to the commission and published on the website described in this subsection. The commission shall provide the report to the Governor, the Legislative Assembly, the district attorneys of this state, the Department of State Police, each law enforcement agency in this state and the Department of Public Safety Standards and Training.

(5) Any person may bring a civil action against a law enforcement agency or public body that violates subsection (1) of this section to enjoin the violation.

SECTION 4. (1) The Department of Justice shall establish a sanctuary violation reporting mechanism to receive reports of alleged violations of sections 2 and 3 of this 2021 Act and ORS 180.805 and 181A.820. The sanctuary violation reporting mechanism must include a staffed telephone hotline and an online system that allows for electronic reporting.

(2) The sanctuary violation reporting mechanism must:

(a) Be coordinated with the Oregon Criminal Justice Commission to develop a standardized intake process for reports made through the hotline or online system;

(b) Collect all data possible regarding agencies, personnel, locations and individuals involved with violations reported through the hotline or online system;

(c) Provide culturally competent assistance, referrals and resources to an individual targeted by a violation reported through the hotline or online system, and ensure that the assistance, referrals and resources are designed to reduce the effects of trauma and prevent further trauma; and

(d) Coordinate with local organizations and service providers to assist individuals targeted by violations reported through the hotline or online system and families of those individuals.

(3) The department, in coordination with the commission, shall publish and continually update, on a website operated by or on behalf of the department:

(a) The number of complaints received by the mechanism established under subsection (1) of this section; and

(b) An entry for each complaint, including the alleged violation, the federal agency implicated in the complaint and public bodies or agencies involved in the incident and the response of the public bodies and agencies.

(4) The information contained on the website described in subsection (3) of this section may not contain any personally identifiable information of the individuals involved in the incident on which the complaint is based.

(5) Information and data obtained under this section:

(a) May be used only for the purposes described in this section; and

(b) Is exempt from public disclosure under ORS 192.311 to 192.478 if the information may reveal the identity of an individual involved in an incident on which a complaint reported to the sanctuary violation reporting mechanism is based.

SECTION 5. (1) An individual may not be subject to civil arrest without a judicial warrant or judicial order when the individual is in a court facility.

(2) An individual who, in good faith, is attending a court proceeding in which the individual is a party or potential witness, or family or household member of a party or potential witness, may not be subject to civil arrest while going to, remaining at or returning from the court proceeding, unless the civil arrest is supported by a judicial warrant or judicial order that authorizes the civil arrest.

(3) Any person may bring a civil action against a law enforcement agency or public body that violates this section to enjoin the violation.

SECTION 6. (1) A public body, law enforcement agency or an officer of a law enforcement agency may not enter into or renew an agreement, contract, memorandum of understanding or other arrangement that authorizes the public body, law enforcement agency or officer to exercise federal immigration enforcement powers, including those powers specified in 8 U.S.C. 1357(g), or that otherwise permits the public body, law enforcement agency or officer to detain or house individuals for federal civil immigration violations.

(2) A public body or law enforcement agency may not enter into or renew an agreement, contract, memorandum of understanding or other arrangement under which the public body or law enforcement agency detains or houses individuals who are in the custody of a federal immigration authority for violations of federal immigration law.

(3) A person may not operate a private immigration detention facility within this state.

(4) Any person may bring a civil action against a law enforcement agency or public body that violates this section to enjoin the violation.

SECTION 7. Section 6 of this 2021 Act applies to agreements, contracts, memoranda of understanding or other arrangements entered into or renewed on or after the effective date of this 2021 Act.

SECTION 8. ORS 180.805 is amended to read:

180.805. (1) As used in this section:

(a) "Federal immigration authority" means the United States Department of Homeland Security, the United States Immigration and Customs Enforcement, the United States Citizenship and Immigration Services, the United States Customs and Border Protection or a successor agency, any other federal immigration agency or official, or any other entity to which a federal immigration agency delegates or assigns the authority to detect, investigate or enforce violations of immigration law.

(b) **“Information concerning a person’s citizenship or immigration status” means information about whether a person is a citizen of the United States or has lawful authority to be present in the United States, either through a visa, a green card or another official documentation. The term does not include information consisting of a person’s address, location, contact information, relatives, associates or other information that could lead to the detection or apprehension of the person.**

(c) **“Public body” has the meaning given that term in ORS 174.109.**

(d) **“Social media” has the meaning given that term in ORS 659A.330.**

[(1)] (2) Except as required by state or federal law, a public body may not disclose, for the purpose of enforcement of federal immigration laws, the following information concerning any person, whether current or otherwise:

(a) The person’s address;

(b) The person’s workplace or hours of work;

(c) The person’s school or school hours;

(d) The person’s contact information, including telephone number, electronic mail address or social media account information;

(e) The identity of known associates or relatives of the person;

(f) The date, time or location of the person’s hearings, proceedings or appointments with the public body that are not matters of public record; or

(g) Information described in paragraphs (a) through (f) of this subsection with respect to known relatives or associates of the person.

[(2)] (3) Except as required by state or federal law, or as necessary to determine eligibility for a benefit a person is seeking, a public body may not inquire about or request information concerning a person’s citizenship or immigration status.

[(3)(a)] (4)(a) If a public body collects information concerning a person’s citizenship or immigration status, the public body [may] **shall** decline to disclose the information unless disclosure is required by:

(A) State or federal law;

(B) A court order; or

(C) A warrant authorized by a court.

(b) Nothing in this subsection:

(A) Prevents a person from obtaining records about the person or the person’s dependents from a public body; or

(B) Authorizes a public body to withhold aggregated information that is not personally identifiable.

[(4)] (5) A public body shall, within six months of August 15, 2017, and every year thereafter, review the public body’s confidentiality policies to ensure that the public body treats information concerning a person’s citizenship or immigration status, and information described in subsection [(1)] (2) of this section, in a manner consistent with this section and ORS 180.810.

[(5) *Nothing in this section prohibits any public body from complying with a federal immigration authority as required by federal law.*]

[(6) *As used in this section:*]

[(a) *“Federal immigration authority” means the United States Department of Homeland Security, the United States Immigration and Customs Enforcement, the United States Citizenship and Immigration Services or a successor agency, any other federal immigration agency or official, or any other entity to which a federal immigration agency delegates or assigns the authority to detect, investigate or enforce violations of immigration law.*]

[(b) *“Information concerning a person’s citizenship or immigration status” means information about whether a person is a citizen of the United States or has lawful authority to be present in the United States, either through a visa, a green card or another official documentation. The term does not include information consisting of a person’s address, location, contact information, relatives, associates or other information that could lead to the detection or apprehension of the person.*]

[(c) "Public body" has the meaning given that term in ORS 174.109.]

[(d) "Social media" has the meaning given that term in ORS 659A.330.]

(6) Any person may bring a civil action against a law enforcement agency or public body that violates subsection (2) or (3) of this section to enjoin the violation.

SECTION 9. ORS 181A.820 is amended to read:

181A.820. (1) As used in this section:

(a) "Federal immigration authority" has the meaning given that term in ORS 180.805.

(b) "Warrant of arrest" has the meaning given that term in ORS 131.005.

[(1)] (2) [No] A law enforcement agency [of the State of Oregon or of any political subdivision of the state shall] may not use agency moneys, equipment or personnel for the purpose of detecting or apprehending persons [whose only violation of law is that they are persons of foreign citizenship present in the United States in violation of] for the purpose of enforcing federal immigration laws.

(3) A law enforcement agency may not enter into a formal or informal agreement with a federal immigration authority relating to the detention of a person described in subsection (2) of this section.

[(2)] (4) Notwithstanding subsection [(1)] (2) of this section, a law enforcement agency may exchange information with [United States Immigration and Customs Enforcement, United States Citizenship and Immigration Services and United States Customs and Border Protection] a federal immigration authority in order to[.]

[(a) Verify the immigration status of a person if the person is arrested for any criminal offense; or]

[(b)] request criminal investigation information with reference to persons named in records of [United States Immigration and Customs Enforcement, United States Citizenship and Immigration Services or United States Customs and Border Protection] the federal immigration authority.

[(3)] (5) Notwithstanding subsection [(1)] (2) of this section, a law enforcement agency may arrest any person who:

(a) Is charged by the United States with a criminal violation of federal immigration laws under Title II of the Immigration and Nationality Act or 18 U.S.C. 1015, 1422 to 1429 or 1505; and

(b) Is subject to arrest for the crime pursuant to a warrant of arrest issued by a federal magistrate.

(6) Any person may bring a civil action against a law enforcement agency that violates subsection (2) or (3) of this section to enjoin the violation.

[(4)] (7) For purposes of subsection [(1)] (2) or (3) of this section, the Bureau of Labor and Industries is not a law enforcement agency.

[(5) As used in this section, "warrant of arrest" has the meaning given that term in ORS 131.005.]

SECTION 10. In addition to and not in lieu of any other appropriation, there is appropriated to the Department of Justice, for the biennium beginning July 1, 2021, out of the General Fund, the amount of \$905,071, for the purposes of carrying out sections 3 and 4 of this 2021 Act.

SECTION 11. This 2021 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2021 Act takes effect on its passage.

Passed by House June 17, 2021

.....
Timothy G. Sekerak, Chief Clerk of House

.....
Tina Kotek, Speaker of House

Passed by Senate June 23, 2021

.....
Peter Courtney, President of Senate

Received by Governor:

.....M.,....., 2021

Approved:

.....M.,....., 2021

.....
Kate Brown, Governor

Filed in Office of Secretary of State:

.....M.,....., 2021

.....
Shemia Fagan, Secretary of State

Chapter 23.20 Sanctuary City

23.20.010 Definitions.

A. City entity means any bureau, office, program, employee, or contractor of the City.

B. City employee means any individual employed by the City in a position classified under the categories defined in City Code or Administrative Rule HRAR-3.03.

23.20.020 Intent.

A. The City recognizes and values the diverse contributions of all individuals and affirms its commitment to treating all persons with dignity and respect, regardless of race, color, national origin, immigration or refugee status, heritage, culture, religion, sex, gender identity or expression, sexual orientation, ability, age, or economic status.

City Council, in the interests of public and community safety, and in the lawful exercise of its authority and for the protection of all persons within its jurisdiction, confirms the City's commitment to safeguarding and supporting immigrant and refugee communities through binding municipal law.

23.20.030 Policy.

A. Consistent with state and federal law, the City prohibits the use of City resources to enforce federal immigration law.

1. City facilities, property, moneys, equipment, technology or personnel may not be used for the purpose of investigating, detecting, apprehending, arresting, detaining or holding persons for the purpose of enforcing federal immigration laws.

2. No City entity or law enforcement agency may enter into a formal or informal agreement with a federal immigration authority relating to the detention of a person for the purpose of enforcing federal immigration laws.

3. Except when required by state or federal law, no City entity or law enforcement agency may collect, inquire into, or disclose information concerning an individual's immigration or citizenship status, country of birth,

or other personal information for the purpose of enforcing federal immigration laws.

4. The prohibitions and requirements set forth in this Chapter do not apply to the following:

- a.** When required by court order, or a warrant authorized by a court;
- b.** When disclosure is required by a judicial subpoena issued as part of a court proceeding or by another compulsory court-issued legal process;
- c.** When disclosure is required to effect the international extradition to this state and return of a person charged with or convicted of crimes in this state and for whom a warrant of arrest has been issued;
- d.** To the extent that the information is available to the general public and under the same terms and conditions as it is available to the general public;
- e.** When the information is necessary to advance an investigation into a violation of state or local criminal law;
- f.** When the information is submitted to a court of this state, whether orally or in writing, in connection with a proceeding in that court; or
- g.** When the information is necessary to determine the individual's eligibility for a benefit the individual is seeking.

B. All City staff are required to participate in ongoing training on the City's sanctuary policies. The content of this training will align with federal law, state law, and Portland City Code.

1. Training will include, at a minimum:

- a.** Sanctuary City Code provisions and City policies;
- b.** The distinction between administrative warrants and judicial warrants;
- c.** The difference between and importance of public and nonpublic spaces, including authorized access to City spaces and facilities;

d. Guidance on responding to inquiries or actions by a federal immigration authority, including requests for information regarding City employees or residents and visitors and attempts to access City property or City-sponsored meetings;

e. The process for rapidly contacting the appropriate City official in urgent situations; and

f. Training specific to supervisory responsibilities.

2. The training may also include, but is not limited to:

a. Information on how and where employees can access relevant City resources and additional learning materials;

b. Resources for City employees directly affected by federal immigration authority enforcement action; and

c. Protocols for supervisors on responding if employees are detained, as well as guidance on compassionate leadership and support for employees.

3. The training will be reviewed no less than annually and may be reviewed more frequently as necessary. Revisions will incorporate emerging best practices, newly enacted laws, updated protocols, and relevant resources. Updates will be informed by feedback from Employee Resource Group representatives, relevant and representative bureaus, equity and language subject matter experts, labor union representatives, immigration rights organizations, faith leaders, community leaders, nonprofits, educational institutions and additional community partners.

C. City-owned and leased spaces and buildings will display visible signage identifying entry requirements for the public and visitors and the specific areas which are public spaces and all areas that are not.

1. Signage will be in accordance with best practices for language access and plain language, and recommendations of Employee Resource Groups, equity and subject matter experts on immigrant affairs and rights.

2. Signage will include companion resources to explain the signage and contain additional resources and contacts. Companion resources will be

based on best practices for language access and plain language, Sanctuary City trainings, and content should be in accordance with immigrant rights organization recommendations.

3. Signage policies and resources will be updated regularly and informed by experts, City Attorney advice, Employee Resource Groups and community leaders in language access, equity, immigrant affairs and rights, and additional relevant subject matters.

D. Immigrant affairs tracking evaluation and reporting.

The City will regularly review their existing programs and services to identify ways to comply with this Code Section, and implement best practices and policies for staff and communities impacted by immigration.

1. Every City bureau and office will provide the following information to Council at least quarterly:

- a.** Employee training completion rates;
- b.** Federal enforcement activity on City property and facilities; and
- c.** Known violations of the Sanctuary Promise Act by City employees.

2. The City will also provide an annual report to Council summarizing Freedom of Information Act requests, immigration enforcement communication, requests, and activities and a detailed description of the City's response.

3. The City will provide a report at least annually to Council. The report will be combined and coordinated. It will include the following:

- a.** An evaluation of training on City's sanctuary policies; and
- b.** Compliance with City's sanctuary policies; and
- c.** Information on sanctuary-related policies and procedures in similar local jurisdictions.
- d.** Reviewal and evaluation will be informed by feedback from Employee Resource Group representatives, relevant and representative bureaus, equity and language subject matter experts, labor union representatives, immigration rights

organizations, faith leaders, community leaders, non-profits, educational institutions and additional community partners.

23.20.040 Exceptions.

A. The prohibitions set forth in this Chapter do not apply to the arrest by Portland Police Bureau of individuals who have been formally charged by the United States with a criminal offense under federal immigration law, as specified in Title II of the Immigration and Nationality Act or under 18 U.S.C. §§ 1015, 1422–1429, or 1505, and who are subject to arrest for the crime pursuant to a judicial warrant of arrest issued by a federal magistrate.

B. The Portland Police Bureau will include in its annual report to the City Council a section that details all instances in which receives communication or request from a federal agency that relates to immigration enforcement, including exception applied in Subsection 23.20.030 A.4 above. The report will include details about the basis for the exception for each instance, including the justification for each instance. Additionally, each instance will be reported with the legally disclosable information for the name and title of the official who authorized the action, a comprehensive description of the action taken, and the identities and roles of any federal agents involved.

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager
Jim Geering, Fire Chief

MEETING DATE: December 8, 2025

SUBJECT TITLE: Resolution 2025-66: Fire Related Services IGA with Cornelius

ACTION REQUESTED: [] Ordinance [] Order [x] Resolution [] Informational

2040 VISION PLAN

Outcome: Improve public safety response in Forest Grove

Action 2.21: Continue to partner with other districts and agencies to improve public safety services and response times.

BACKGROUND

In 2010, City Council passed Resolution 2010-81 approving an IGA with the City of Cornelius for administrative fire services, most notably the sharing of a Fire Chief. The IGA was extended indefinitely in 2012 under Resolution 2012-71. In return for Fire Chief services, Cornelius paid 25% of the Fire Chief position. The IGA resulted from the retirement of Cornelius' full-time Fire Chief. The IGA was characterized as a pilot program to see if shared Chief and other administrative services would provide efficiency and effective operations of both cities fire departments.

In 2015, City Council passed Resolution 2015-18 approving an IGA with the Gaston Rural Fire District for fire administrative fire services, most notably the sharing of a Fire Chief. In return for Fire Chief Services, Gaston paid for 10% of the Fire Chief position. The IGA also resulted from the retirement of the Gaston Fire Chief. The Gaston Rural Fire District exited the IGA in 2022 and hired their own Chief.

In 2019, City Council passed Resolution 2019-32 approving an IGA with the City of Cornelius and Gaston Rural Fire District for fire logistics technician services. In return for logistics services, Cornelius paid for 25% of the position and Gaston Paid 10%. The Gaston Rural Fire District exited the IGA in 2022 and hired their own Chief.

Between approximately 2012 and 2020, intentional conversations were had between Cornelius, Forest Grove, Gaston, the Cornelius Rural District, and the Forest Grove Rural Fire Protection District about a potential consolidation of fire services. This group was referred to as the 'Fire Task Force,' and it produced reports and data to determine whether consolidation of fire services was warranted and beneficial. During the COVID-19 pandemic, these talks discontinued. In 2022, the Task Force

reconvened to begin discussions again. Following Gaston Rural Fire District's withdrawal from the IGA's, talks slowed. In 2023, the City of Cornelius increased their fire levy sufficiently to hire upwards of 3 additional firefighters and a chief officer position. In 2024, Cornelius decided to re-establish a Fire Chief position which was filled in February 2025. Since then, both cities have worked collaboratively to review what services fall outside the existing IGA's and what services could remain in an IGA.

The City Managers and Fire Chiefs of Cornelius and Forest Grove have identified the services that Cornelius desires from Forest Grove that match the capacities and capabilities of Forest Grove to provide. Cornelius is considering the proposed IGA at their December 1, 2025, meeting. Staff will provide an update on the results of that meeting during the December 8, 2025, City Council meeting. To summarize, the proposed IGA:

- Formally replaces the two current IGAs;
- Establishes the term, review, renewal, and termination process;
- Details services to be provided by Forest Grove to Cornelius, most notably:
 - Fire prevention and inspection
 - Public information officer (PIO)
 - Shared incident command response services
- Details compensation to be provided for these services.

The proposed IGA represents a new chapter in collaboration between cities and provides greater detail about what services are provided, how they are provided, how they are reported, and how they are compensated. The IGA incorporates experience and insight from the previous IGA's with more modern, accurate, detailed and updated language. Forest Grove looks forward to continued cooperation under this IGA with Cornelius and is confident it can provide these services in an efficient and effective manner.

FISCAL IMPACT

The two current IGAs combined provide \$117,864 in annual revenue. The proposed IGA is based on an hourly cost for services provided and is billed quarterly. There is flat fee of \$15,000 assessed at the beginning of the fiscal year and any expenses above that amount will be billed quarterly. Actual time and cost of services will be reviewed annually to 'true up' the flat fee based on actual costs. If actual costs are at or below \$10,000, the flat fee may be adjusted downward. The revenue, and therefore fiscal impact, is difficult to discern until actual time and expenses are known. However, the revenue loss from the two existing IGA's has already been factored into the budget in anticipation of them being cancelled.

RECOMMENDATION

Staff recommends City Council approve Resolution 2025-63.

ATTACHMENTS

- Resolution 2025-63
- Exhibit A: Intergovernmental Agreement (IGA) between Forest Grove and Cornelius for the

provision of fire-related services

RESOLUTION NO. 2025-66

RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF CORNELIUS FOR THE PROVISION OF FIRE-RELATED SERVICES

WHEREAS, the City of Forest Grove entered an IGA with the City of Cornelius for fire administrative services via Resolution 2010-81 on November 8, 2010; and

WHEREAS, the IGA for fire administrative services was continued indefinitely via Resolution 2012-71 on November 13, 2012; and

WHEREAS, the City entered into an IGA with the Gaston Rural Fire District for fire administrative services via Resolution 2015-18 on February 13, 2015; and

WHEREAS, the City of Forest Grove entered an IGA with the City of Cornelius and Gaston Rural Fire Protection District for shared fire logistics technician services via Resolution 2019-32 on June 10, 2019; and

WHEREAS, both the cities of Forest Grove and Cornelius have notified the other of their intent to terminate both IGA's noted above in accordance with the provisions of each IGA; and

WHEREAS, Gaston Rural Fire Protection District exited both IGA's in 2022; and

WHEREAS, in 2023, voters in Cornelius approved a replacement local option levy for fire services which provided additional firefighters and a Fire Chief who was hired in February 2025, thereby reinstating the position that had been provided by the Forest Grove Fire Chief since 2010; and

WHEREAS, the resulting reorganization of the Cornelius Fire Department has resulted in a change in needed contracted services from the City of Forest Grove; and

WHEREAS, the City of Cornelius and the City of Forest Grove continue to work collaboratively on providing fire services and wish to establish a new IGA for certain fire related services to be provided by the City of Forest Grove.

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

Section 1. The Forest Grove City Council hereby notifies the City of Cornelius of its intent to terminate the existing IGA's for fire administrative services and fire logistics technician services.

Section 2. The City Manager is authorized to execute the IGA, attached as Exhibit A, on behalf of the City.

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

PRESENTED AND PASSED this 8th day of December, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 8th day of December, 2025.

Malynda H. Wenzl, Mayor

EXHIBIT A

**CITY OF CORNELIUS – CITY OF FOREST GROVE
INTERGOVERNMENTAL FIRE-RELATED SERVICES AGREEMENT**

This Agreement is between the City of Cornelius (Cornelius) and the City of Forest Grove (Forest Grove), both of which are municipal corporations duly existing under Oregon law. Cornelius and Forest Grove may be individually referred to as “Party,” or collectively as “Parties.”

The Parties enter this Agreement for the provision of certain specific fire-related services (Fire Department Services or FDS) provided to the residents of Cornelius and Forest Grove, as well as adjoining rural districts for which each Party provides services.

RECITALS

- A. This Agreement is made pursuant to ORS Chapter 190 that permits local government units to enter into agreements to further economy and efficiency.
- B. This Agreement memorializes mutually-agreed upon changes to the cooperative relationship between the Parties for the sharing of specific fire-related services and resources. It replaces two previous intergovernmental agreements (IGAs), the Intergovernmental Fire Department Services Agreement between the Parties, dated effective December 6, 2010 and modified November 5, 2012 (“2010 FDS IGA”), and the Intergovernmental Agreement Between Forest Grove, Cornelius, and Gaston Rural Fire Protection District for the Provision of Shared Logistics Technician Services, dated effective July 1, 2019 (“2019 LT IGA”). Those two previous IGAs are hereby terminated pursuant to their terms and are superseded by this Agreement.
- C. Under separate agreements, Cornelius and Forest Grove provide FDS to their residents and adjoining rural fire districts and each provides mutual aid on a daily basis for fire and emergency services to the other.
- D. Both Parties intend to continue these services to their constituents.

AGREEMENT

1. Forest Grove Assumption of Services

For the term of this Agreement, Forest Grove shall provide to Cornelius the fire-related services enumerated in this section.

A. Fire Prevention and Inspection Related Services

- i. **Inspections of higher risk properties:** Forest Grove shall conduct required annual inspections of occupancies subject to state licensing, as well as other high-risk occupancies as prioritized by Cornelius beyond state mandated licensed facilities, such as:
 - a. Places of assembly (e.g., theatres, bars, restaurants), day care facilities, churches, schools, adult care homes, and foster care homes;
 - b. Occupancies with fire suppression systems;
 - c. Manufacturing facilities;
 - d. Facilities that store flammable and/or combustible materials or dispense flammable liquids, such as facilities for welding or spray-painting activities or materials;
 - e. Fireworks displays;
 - f. Other properties requiring inspection, as determined by Cornelius through planning review when the permitting process identifies target occupancies that pose elevated risk to community safety, property damage, or firefighter safety.

- ii. **Response to fire code-related complaints or needs:** Cornelius Fire Department staff shall assess fire code-related complaints and needs and may assign to Forest Grove any of these complaints or other needs that Cornelius Fire Department staff determine exceed the capability or capacity of Cornelius Fire Department. Cornelius may also, at its discretion, assign to Forest Grove any follow up to such fire code-related matters.

- iii. **Rural driveways and water supply:** Forest Grove shall respond to the customer requests for fire prevention related consultations and inspections it receives from Washington County to determine fire service access and water supply for properties located outside the Cornelius city boundary but within the Cornelius Fire District.

- iv. **Service availability letters:** Forest Grove shall respond to requests from customers for letters that verify fire services are available and adequate for projects on properties located outside the Cornelius city boundary but within the Cornelius Fire District.

- v. **Fire investigations:** Forest Grove shall conduct fire investigation activities for Cornelius, including writing reports, photographing incident scenes, taking evidence, interviewing witnesses, providing expert witness and other court testimony, and providing other related investigation tasks as needed.

- vi. **Fireworks:** Forest Grove shall conduct physical inspections in Cornelius to verify that sellers and users of fireworks meet fire safety requirements.

B. Public Information Officer Services

The Forest Grove Public Information Officer (PIO) shall provide public, fire services-related communication in support of the Cornelius Fire Department related to specific, significant incident responses such as major structural fires, fires with loss of human life,

major vehicle accidents with severe injuries or loss of life, major wildfires, and major commercial or industrial fire incidents. The communication services shall include preparing and publishing social media posts across official Cornelius social media platforms, issuing press releases and media advisories, providing updates on major incidents, coordinating media inquiries, and performing interviews. For these purposes, the Cornelius PIO and Cornelius Fire Chief shall assign the Forest Grove PIO communication duties.

2. Incident Command Response

Cornelius and Forest Grove will cooperatively provide 24/7 Incident Command coverage, with no paid compensation for this mutually-beneficial service exchange, and shall continue that cooperation for the duration of this Agreement. Cornelius and Forest Grove shall together agree upon a schedule for Incident Command coverage based on the number of available Incident Command qualified members. Cornelius and Forest Grove shall together agree on qualifications for those assigned as Incident Command responders. Each Party agrees that when providing coverage, the Incident Commander shall act as the initial command level officer for multi company responses and significant incidents. until the incident is closed, or until the Incident Commander is relieved or otherwise directed by the hosting Party.

Each Party's Incident Commander, when providing coverage, may make representations, enter into agreements, and incur obligations in the name of, on behalf of, or as an agent for, the hosting Party provided that such representations, agreements and obligations are, in the professional judgment of the Incident Commander, reasonably necessary for the provision of services under this Agreement.

3. Compensation

- A. **Total Amount:** The total to be paid by Cornelius to Forest Grove for the matters enumerated in Section 1 above will be based on the total hourly rate and time the designated employee performs the service. This compensation shall include any prorated professional development, travel or incidental expenses of Forest Grove personnel necessary for implementation of this Agreement.
- B. **Budgeting, Invoice, and Payment:** Cornelius shall budget for and reimburse Forest Grove each quarter for the costs of the services enumerated in Section 1. Forest Grove shall track the time, expense, and type of service for each service provided. Forest Grove shall invoice Cornelius \$15,000 at the start of each fiscal year as a flat fee that will cover the expenses as they accrue. The flat fee will represent a minimum cost for services under this Agreement. All services provided beyond the flat fee will be invoiced on a quarterly basis. Forest Grove shall invoice Cornelius within 30 days of the end of the calendar quarter. Invoices shall be detailed to include tasks, time spent by task, and employee completing task. Cornelius shall pay the invoice within 30 days of receipt.

- C. Annual 'True Up': The actual cost for services will be reviewed annually, in order to ensure that the flat fee is adequate and as close to actual costs as possible. If actual costs for services are at or below \$10,000, the parties may consider lowering the flat fee.

4. Independent Contractor

Forest Grove and Cornelius are independent contractors and not employees of or agents of each other. Neither Party shall be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the other Party.

5. Notice of Financial Decisions

Each Party shall provide notice to the other Party of any financial decisions or requests for aid made by that party that may affect the provision of services hereunder.

6. Records

Cornelius and Forest Grove shall maintain separate fiscal records relating to this Agreement in accordance with state law and generally accepted public accounting principles. Each agrees that the other and its authorized representatives shall have free access to such records and to other books, documents, papers, plans and writings relating to this Agreement to perform examinations and audits, and to make excerpts and transcripts for a period of 3 years.

7. Waiver; No Third Party Beneficiary

The failure of either Party to enforce any provision of this Agreement does not constitute a waiver of that provision or any other. Cornelius and Forest Grove are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit (direct, indirect or otherwise) to any third party.

8. Compliance with Laws

Cornelius and Forest Grove shall comply with all applicable laws in performing their obligations under this Agreement.

9. Hold Harmless and Indemnification

Each Party agrees to indemnify and hold harmless the other Party, and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising solely out of the negligent or wrongful acts or omissions of the indemnifying Party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and

shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each Party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the Party under this Agreement. Each Party shall give the other Party prompt 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. Each Party retains the right, in its discretion, to defend any action with counsel of its choosing.

10. Dispute Resolution

Cornelius and Forest Grove agree to make good faith efforts to informally resolve any dispute relating to this Agreement. Any dispute or claim that arises out of or that relates to this agreement, or to existence, scope, validity, interpretation, or breach of this Agreement shall be resolved by an arbitrator agreed upon by the Parties. Judgment upon the award rendered pursuant to such arbitration may be entered in any court with jurisdiction.

11. Term, Review and Amendment

This Agreement shall be effective as of the last date on which it is approved by either city council (“Effective Date”). If the Parties do not agree to extend this Agreement, it expires automatically and without need of further action on December 31, 2030 (“Expiration Date”). To renew the Agreement for additional one-year terms, a Party shall notify the other Party by November 15 of the year in which the Agreement expires. The Parties shall then each conduct a financial review and review of performance of the Parties, completed by December 10 of the year in which the agreement expires. If, after completion of that financial and performance review, both Parties approve renewal of the Agreement, Cornelius shall prepare the Amendment for a five-year renewal of the Agreement for both Parties’ approval and signatures.

Performance of the Parties under this Agreement shall be reviewed according to the following, non-exclusive criteria:

- a) Effect on management staff and on communications between Forest Grove and Cornelius;
- b) Timely and consistent responsiveness to incidents and management of operations in accordance with practices established and accepted by fire services in Washington County;
- c) Effectiveness of the service exchange, as assessed by the respective City Councils and respective Rural Fire District Boards;
- d) Accomplishment of projects identified by the parties;
- e) Economic efficiencies of the service exchange.

This Agreement contains all the agreements of Cornelius and Forest Grove on this subject. Either Party may at any time request a meeting with the other within 30 days of the request to discuss any provision. Any amendment to this Agreement must be in writing and signed by any authorized representative of each Party. This Agreement may be terminated prior to

expiration by either Party with 30 days' notice. Upon such early termination, the compensation provided for in Section 3 shall be prorated.

Signatures:

FOR THE CITY OF FOREST GROVE

FOR THE CITY OF CORNELIUS

Malynda Wenzl, Mayor

Jeffrey Dalin, Mayor

Jesse VanderZanden, City Manager

Peter Brandom, City Manager