

**REVOCABLE LICENSE AGREEMENT- PHOTO RED LIGHT/SPEED
ENFORCEMENT
Between
WASHINGTON COUNTY
And
CITY OF TUALATIN**

THIS AGREEMENT is made and entered into by and between WASHINGTON COUNTY, OREGON, hereinafter referred to as "County"; and the CITY OF TUALATIN, hereinafter referred to as "Licensee," together the "Parties."

ARTICLE I – RECITALS

1. Washington County owns or controls certain property known as the right of way of County Roads located within the city limits of Tualatin. Infrastructure located within County property at signalized intersections includes poles, traffic signals, cabinets, wiring and associated facilities ("County Facilities").
2. Licensee wishes to place on and under the County property its Personal Property. Licensee's Personal Property shall include, but not be limited to cabinets, poles, equipment, detection loops, wiring and associated facilities for automated Photo Red Light/Speed enforcement.

ARTICLE II – COUNTY OBLIGATIONS

1. County hereby grants to Licensee a revocable license to place its Personal Property, described above, on and under the property owned or controlled by County and described as follows:

The right of way, together with the County Facilities described in Appendix A below.
2. County's contact person to be responsible for coordination of this License with Licensee shall be: The County Engineer or designee. The County Engineer or designee shall have the authority to add any further conditions or limitations on the location, and placement of Licensee's Personal Property as well as have access to Licensee's Personal Property as reasonably necessary to prevent interference with County functions and preserve County property and equipment.
3. County shall make available the following services with regard to Licensee's Personal Property:

Provide red phase indication outputs from County owned and/or maintained signals.

ARTICLE III – LICENSEE OBLIGATIONS

1. Licensee shall be solely responsible for its Personal Property, and shall keep said property neat, orderly, and in good repair. Licensee shall be responsible for all expenses associated with its Personal Property, including operation, testing, maintenance, repair, and replacement. Licensee shall be responsible for affixing its Personal Property to the County property in a secure and safe manner, and for maintaining its Personal Property in a safe condition.
2. Licensee shall, upon execution of this License, assign a contact person to be responsible for coordination of tasks under this Agreement with County and notify County's representative as soon as practicable.
3. Licensee shall be responsible for obtaining right-of-way permit, facilities permit, or any other permit or government approval required prior to performing any of the activities authorized by this License.
4. For intersections in which traffic signals or right of way are owned by or under the jurisdiction of others, Licensee shall obtain the necessary permits or approvals from those entities for installation of red light/speed cameras and related equipment on non-County property.
5. Any damage to Licensee Personal Property caused by work performed by the County or caused to be performed by the County in its ordinary course of business will be the responsibility of Licensee to repair or replace at its own expense.

ARTICLE IV – COMPENSATION

1. There shall be no monetary compensation to either party under this License.

ARTICLE V – FACILITY LOCATIONS

1. The Parties may identify and add additional locations and facilities within the City of Tualatin to this Agreement by written amendment to Appendix A of this License, or by following the provisions of this section.

2. Licensee may in writing request permission to add locations for its automated red light/speed photo enforcement program by letter from its contact person to the County Engineer. The letter shall state the County property locations requested, justification for selecting the location, include a plan and description of the Licensee's equipment, and reference this License. Upon review and signature of the letter by the County Engineer or designee, and issuance of a County Right of Way permit to Licensee for the installation, the letter shall constitute an addendum to this License with respect to the additional locations. All terms and provisions of this License shall apply to the additional approved locations.

ARTICLE VI – GENERAL PROVISIONS

1. Laws of Oregon

The Parties agree to abide by all applicable laws and regulations regarding the handling and expenditure of public funds. This License shall be governed by the laws of the State of Oregon. All provisions required by ORS Chapter 279C to be included in public contracts are hereby incorporated by reference and made a part of this License, as if fully set forth herein.

2. COMPLIANCE WITH APPLICABLE LAW

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

3. Default

Either party shall be deemed to be in default if it fails to comply with any material provision of this License. Time is of the essence in the performance of any of the obligations within this License. Complaining party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect or other such time to cure as agreed. Failure to cure a defect within the allowed timeframe shall constitute a material breach of this License.

4. Liability; Indemnification

The County shall have no liability to Licensee for the loss of or damage to its personal property that is subject to this License Agreement, as a result of the actions of third persons. Licensee shall defend, indemnify and hold harmless County, including its officers, employees, agents, and representatives, from and against all claims, demands, and causes of actions and suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of its acts or omissions under this License, and the installation, operation, repair and use of its Personal Property in accordance with ORS 810.434-436. Licensee's defense and indemnification obligations under this paragraph shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.265 through 30.300.

5. Modification of Agreement

No waiver, consent, modification, or change of terms of this License shall bind either party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given.

6. Severability

If any terms or provisions of this License or the application thereof to an person or circumstance shall, to any extent, be determined by a court to be invalid or unenforceable, the remainder of this License and the application of those terms and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

7. Nondiscrimination

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this License on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or martial status. Any violation of this provision shall be considered a material breach and shall be grounds for cancellation, termination, or suspension in whole or in part by the County.

8. Integration

This License includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract.

ARTICLE VII – TERM OF LICENSE

1. This License shall commence and be effective upon execution and shall continue in perpetuity unless this is revoked as provided herein.
2. Notwithstanding any other provision of this License County may, in its sole discretion, terminate this License without cause, and require Licensee to cease operation, and remove its personal property within ninety (90) business days. In the event multiple locations are included in this License, County may exercise its right to terminate under this section as to one or more of the individual locations.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

DONE AND DATED this _____ day of _____, 2025.

APPENDIX A – FACILITY LOCATIONS

WASHINGTON COUNTY, OREGON

LICENSEE – CITY OF TUALATIN

By: _____

By: _____

Title: _____

Title: _____