



*Home of the Tualatin River National Wildlife Refuge*

# **CITY COUNCIL MEETING PACKET**

**FOR**

**Tuesday, September 18, 2012**

**Sherwood City Hall  
22560 SW Pine Street  
Sherwood, Oregon**

**6:30pm URA Board of Directors Meeting**

**6:45pm City Council Work Session**

**7:00pm Regular City Council Meeting**

**URA Board of Directors Meeting-Tentative  
(following the City Council meeting)**



Home of the Tualatin River National Wildlife Refuge

**6:45 PM WORK SESSION**

**REGULAR CITY COUNCIL MEETING**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. CONSENT:**

**A. Approval of August 21, 2012 City Council Meeting Minutes**

**B. Resolution 2012-047 Authorizing the City Manager to sign the 2012 IGA with Washington County for the purpose of continued participation in the Urban Area Security Initiative (UASI)**

**C. Resolution 2012-048 Appointing Bryce Keicher to the Library Advisory Board**

**5. PRESENTATIONS**

**A. Proclamation Oregon Days of Culture**

**B. Swearing in of Police Officer (Jeff Groth, Chief of Police)**

**C. Recognition of Robin Hood Festival Association Volunteers**

**6. CITIZEN COMMENTS**

**7. NEW BUSINESS**

**A. Resolution 2012-049 Authorizing the City Manager to award a construction contract for the SW Gleneagle Drive Pavement Rehabilitation Project (Jason Waters, Civil Engineer)**

**B. Resolution 2012-050 Authorizing the City Manager to execute a construction contract for the Ladd Hill Storm Restoration Project (Jason Waters, Civil Engineer)**

**C. Resolution 2012-051 A Resolution in support of changing the name of the Tonquin Trail to Ice Age Tonquin Trail (Joe Gall, City Manager)**

**D. Resolution 2012-052 Ratifying the Sixteenth Amendment to the Sherwood Urban Renewal Plan to amend Plan Goals and update zoning in the Plan area (Tom Pessemier, Community Development Director)**

**E. Resolution 2012-053 A Resolution authorizing the City Manager to sign the Fiber Optic Access Agreement with the Oregon Department Of Transportation for the purpose of sharing fiber resources and connectivity of facilities (Brad Crawford, IT Director)**

**AGENDA**

**SHERWOOD CITY COUNCIL  
September 18, 2012**

**6:30pm URA Board Mtg.**

**6:45pm City Council Work Session**

**7:00pm Regular City Council Meeting**

**URA Board Meeting  
(following the City Council Mtg.)**

**Sherwood City Hall  
22560 Pine Street  
Sherwood, OR 97140**

**8. CITY MANAGER REPORT**

**9. COUNCIL ANNOUNCEMENTS**

**10. ADJOURN**

**How to Find Out What's on the Council Schedule:**

City Council meeting materials and agenda are posted to the City web page at [www.sherwoodoregon.gov](http://www.sherwoodoregon.gov), by the Friday prior to a Council meeting. Council agendas are also posted at the Sherwood Library/City Hall, the YMCA, the Senior Center, and the City's bulletin board at Albertson's. Council meeting materials are available to the public at the Library.

**To Schedule a Presentation before Council:**

If you would like to appear before Council, please submit your name, phone number, the subject of your presentation and the date you wish to appear to the City Recorder Sylvia Murphy by calling 503-625-4246 or by e-mail to: [murphys@sherwoodoregon.gov](mailto:murphys@sherwoodoregon.gov)



**SHERWOOD CITY COUNCIL MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**August 21, 2012**

**REGULAR CITY COUNCIL SESSION**

1. **CALL TO ORDER:** Council President Dave Grant called the meeting to order at 7:04 pm.
2. **PLEDGE OF ALLEGIANCE:**
3. **COUNCIL PRESENT:** Council President Dave Grant, Councilor's Matt Langer and Linda Henderson. Mayor Keith Mays and Councilor Bill Butterfield participated via conference calls and Councilors Robyn Folsom and Krisanna Clark were absent.
4. **STAFF AND LEGAL COUNSEL PRESENT:** City Manager Joe Gall, Community Development Director Tom Pessemier, Police Captain Mark Daniel, Public Works Director Craig Sheldon, Community Services Director Kristen Switzer, Planning Manager Julia Hajduk, City Engineer Bob Galati, Civil Engineer Jason Waters, and City Recorder Sylvia Murphy. City Attorney Chris Crean.

Council President Grant addressed the Consent Agenda and asked for a motion.

5. **CONSENT:**
  - A. **Approval of July 31, 2012 City Council Meeting Minutes**
  - B. **Approval of August 7, 2012 City Council Meeting Minutes**
  - C. **Resolution 2012-028 Authorizing the City Manager to sign agreements with Washington County for a Community Development Block Grant for improvements to the Marjorie Stewart Senior Center**
  - D. **Resolution 2012-042 Authorizing the City Manager to enter into a Cooperative Intergovernmental Agreement with Portland Metropolitan Area Transportation (PMAT) for Equipment and Services**
  - E. **Resolution 2012-043 Appointing Michael Damann to the Parks and Recreation Board**

**MOTION: FROM COUNCILOR LINDA HENDERSON TO APPROVE THE CONSENT AGENDA, SECONDED BY COUNCILOR MATT LANGER, ALL PRESENT COUNCIL MEMBERS VOTED IN FAVOR (COUNCILOR'S CLARK & FOLSOM WERE ABSENT).**

*City Recorder Note: Regarding the above Resolution 2012-028: An administrative error in legislative numbering was discovered after the meeting concluded and while cataloging the Council record. The above Resolution 2012-028 should have been issued Resolution number 2012-046. The final record will be corrected to reflect this change.*

Prior to Council President Grant addressing the next agenda item, he recognized a local citizen and business owner, Chef Bernie Danylchuk, sole owner and operator of Cuisine De Jour and read a Proclamation proclaiming August 22, 2012 as Chef Bernie Danylchuk Day. The proclamation recognized Chef Bernie for his involvement in many City events and celebrations and for his

dedication and time commitment to the Sherwood community as a member of the Sherwood Cultural Arts Commission, as a founding member of the Voices for the Performing Arts and for his performances with the Renaissance Singers. Mr. Grant stated Bernie was instrumental in the vision of a Community Arts Center and stated the proclamation will be presented to Bernie at the final Music on the Green concert tomorrow night.

Councilor Henderson stated Chef Bernie and his wife will be moving to Utah and tomorrow night will be Bernie's last Music on the Green and the Council wanted to recognize Chef Bernie with the proclamation.

Council President Grant addressed the next agenda item.

**6. NEW BUSINESS:**

**A. Resolution 2012-044 of the Sherwood City Council certifying the Explanatory Statement for Tonquin Employment Area Annexation authorization to be referred to the Electors on the November 2012 Ballot**

Julia Hajduk, Planning Manager came forward and stated the resolution before the Council is a follow up to the resolution adopted on August 7, 2012, approving a ballot title to place the Tonquin Employment Area annexation on the ballot and said this resolution is to approve an Explanatory Statement as required per the City Charter and Municipal Code. Julia offered to answer questions.

Councilor Henderson commented regarding the Council packet not having a map of the location and said some people may not know the location of this area and requested staff add a map in the future to allow the public to better understand the area. Julia agreed and stated the ballot title that Council adopted at the prior meeting included a map of the area and will include a map in the future.

Council President Grant explained the area is approximately between the Oregon Street round-about and the Gun Club and between Tonquin Road and Tualatin-Sherwood Road. Julia confirmed this was correct. Councilor Henderson added the area will eventually be bordered by 124<sup>th</sup>, Julia confirmed.

Councilor Langer asked if SW 124<sup>th</sup> Avenue was funded by the County, Council President Grant confirmed and said this is part of the funding Mayor Mays has been working on.

With no other comments received, Council President Grant asked for a motion.

**MOTION: FROM COUNCILOR MATT LANGER TO ADOPT RESOLUTION 2012-044, SECONDED BY COUNCILOR LINDA HENDERSON, ALL PRESENT COUNCIL MEMBERS VOTED IN FAVOR (COUNCILOR'S CLARK & FOLSOM WERE ABSENT).**

Council President Grant addressed the next agenda item and called staff forward.

**B. Resolution 2012-045 of the City of Sherwood declaring the need to acquire interests in certain real property and establish agreements for constructing, installing and thereafter maintaining infrastructure related to the extension of SW Langer Farms Parkway to Highway 99w**

Councilor Matt Langer stated he will recuse himself from this resolution as it affects property his family owns, Councilor Langer sat in the audience.

Council President Grant stated Councilor Langer has declared a potential conflict of interest and has recused himself from discussion and any action.

City Attorney Chris Crean responding to comments from the audience on a potential or actual conflict and said it did not matter as he has recused himself.

Jason Water stated the resolution is to authorize the City Manager to sign all agreements and right-of-way acquisition documents necessary to build the Adams Avenue north extension, similar to other resolutions we have adopted for other necessities.

Council President Grant asked for questions from the Council.

Mayor Mays stated he appreciated staff bringing this forward to take care of the issues to allow the road extension to be built in the near future.

Councilor Henderson said if we had the money and money was not an issue, where would we be in the process of getting the street built. Jason replied the design is complete and we are wrapping up the resolutions to acquire a little bit of temporary construction easements for public utilities from Home Depot and said there is a small portion of right-of-way at the intersection of Tualatin-Sherwood Road that we are getting. Jason said if we had money for construction we could bid it this winter or late fall and said there's also some approach permits we are currently working with ODOT on.

With no other Council questions, Council President Grant asked for a motion.

**MOTION: FROM COUNCILOR LINDA HENDERSON TO ADOPT RESOLUTION 2012-045, SECONDED BY COUNCILOR BILL BUTTERFIELD. MOTION PASSED 4:0 (GRANT, HENDERSON, MAYS AND BUTTERFIELD VOTING IN FAVOR); COUNCILOR LANGER DID NOT PARTICIPATE; COUNCILOR'S CLARK & FOLSOM WERE ABSENT.**

Council President Grant stated this concludes the actions of the Council for tonight and thanked Mayor Mays and Councilor Butterfield for their participation. Mayor Mays and Councilor Butterfield discontinued their conference calls at 7:17 pm. Councilor Matt Langer rejoined the Council at the dais.

Council President Grant addressed the next agenda item.

## **7. CITY MANAGER REPORT:**

City Manager Joe Gall stated he had nothing to report and asked Community Services Director Kristen Switzer to report on the summer events. Kristen stated this week we are wrapping up events with the final Music on the Green concert tomorrow night with a performance by Woody Hite beginning at 6:30pm at Stella Olson Park. Kristen said on Friday night we will be wrapping up Pics on the Plaza at the new plaza and the movie will be Dr. Seuss', The Lorax.

Councilor Henderson asked regarding the new location of the Pics in the Plaza and how it was working out. Kristen replied she believes it has worked great with approximately 240 people at the first movie and said this was a larger turnout in comparison to prior years with the movies showing at Stella Olson Park. Kristen reported last week we did not have as many participants as the weather

was very warm and said staff received great feedback from the public and added the sound system is awesome and sounds really good.

Council President Grant addressed the next agenda item.

**8. COUNCIL ANOUNCEMENTS:**

Councilor Langer reported that Sherwood Main Street will be holding a monthly Bingo Night on the third Thursday of every month and the next one will be at Symposium Coffee at 6:30 pm and said this last week, bingo was held at the Hungry Raccoon with nearly a full house and good food from Corleone's which is next door. Councilor Langer stated First Friday is going very well with events and entertainment.

Council President Grant stated the Hungry Raccoon will be having a ribbon cutting event on Wednesday.

**9. ADJOURN**

With no other business to address, Council President Grant adjourned at 7:20 pm.

Submitted by:

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Sylvia Murphy, CMC, City Recorder

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Keith S. Mays, Mayor

**TO:** Sherwood City Council  
**FROM:** Mark Daniel, Police Captain  
**Through:** Jeff Groth, Police Chief

**SUBJECT:** Resolution 2012-047 authorizing the City Manager to sign the 2012 IGA with Washington County for the purpose of continued participation in the Urban Area Security Initiative (UASI)

**ISSUE:** The City of Sherwood has become an equal partner in the security and safety/preparedness of the Portland Metropolitan Area (otherwise known as the Urban Area consisting of Clark, Clackamas, Multnomah and Washington Counties), increasing our ability to be prepared and equipped as a regional asset in preparedness. It is critical we maintain this partnership by signing the 2012 IGA.

**BACKGROUND:** The Portland, Oregon urban area was awarded its first grant under the federal Urban Areas Security Initiative (UASI) program in 2003. Pursuant to the grant guidance, the urban area created a management team called the Urban Area Points of Contact (UAPOC) Group to guide and direct program implementation. Recognizing the need for highly specific, expert-level assistance with program implementation, the UAPOC Group created regional discipline working groups.

The Law Enforcement Working Group (LEWG), as one example, was formed by the UAPOC Group as one of these discipline working groups to increase the regional coordination of public information. Other working groups include Public Works and Communications. Membership is open to agencies from the six Portland UASI partners (Clackamas, Clark, Columbia, Multnomah and Washington Counties and the City of Portland), cities within those counties, states of Oregon and Washington, federal government, transit agencies, and port districts.

**FINDINGS:** In the interest of public safety, the City of Sherwood has become an equal partner in the security and safety/preparedness of the Portland Metropolitan Area (otherwise known as the Urban Area consisting of Clark, Clackamas, Multnomah and Washington Counties), becoming an organization which may receive grant funding, and various assets which will be used by the city of Sherwood in order to keep our critical infrastructure and assets secure, while becoming a regional resource of qualified staff, with unique assets, which may be utilized as a regional asset, for use in the event of a significant event. Signing the 2012 IGA maintains this partnership.

**RECOMMENDATION:** Staff recommends that we sign the 2012 IGA with Washington County for the purposes of participation in the Urban Area Security Initiative (UASI).



**RESOLUTION 2012-047**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE 2012 IGA WITH WASHINGTON COUNTY FOR THE PURPOSE OF CONTINUED PARTICIPATION IN THE URBAN AREA SECURITY INITIATIVE (UASI)**

**WHEREAS**, The duly elected governing body of the City of Sherwood, Oregon, having been presented with information about the need for enhanced public safety with regard to its involvement with the Urban Area Security Initiative (UASI); and

**WHEREAS**, The Sherwood City Council hereby resolves that continuing the intergovernmental agreement with Washington County meets the public safety needs of the citizens of the City of Sherwood and authorizes the City Manager to sign the 2012 IGA with Washington County for the purposes of participation in the Urban Area Security Initiative (UASI).

**NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

**Section 1.** The City Manager is authorized to sign Amendment 1, BCC 12-0702 of the 2012 agreement with Washington County, Agreement number BCC 11-0898, attached as Exhibit A.

**Section 2.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 18<sup>th</sup> day of September 2012.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

## AMENDMENT

This is the first amendment to an existing intergovernmental agreement (IGA) between Washington County, Oregon (County) and the City of Sherwood, Oregon (City) for the coordination of activities related to the purchase of equipment, supplies, professional services, and training being funded by the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program. A copy of the IGA, identified as BCC #11-0898, is attached.

### Background

Washington County entered into an agreement with the City on September 6, 2011 for management of FY-10 UASI grant funds awarded to the City. The agreement committed the County to coordinate grant-related procurement, reimbursement and reporting activities with the City and obligated the City to comply with the terms of the FY-10 grant contract and with the grant procurement and reimbursement processes.

The County's agreement with the City is open-ended and remains in effect until the mutual covenants expressed in the agreement have been fully satisfied or until it is terminated due to the failure of one of the parties.

Since adoption of the earlier agreement, the Portland Urban Area has been awarded a FY-11 UASI grant totaling \$4,925,160 and the adopted grant program budget includes funding for the City. The FY-11 UASI grant contract is similar to that of the FY-10 grant and the procurement and reimbursement procedures remain unchanged.

Both parties to the earlier agreement desire to continue the relationships and obligations contained in that agreement, while acknowledging and committing themselves to compliance with the FY-11 UASI grant contract and conditions.

### Agreement

1. The County agrees:

To continue coordination of grant-related procurement, reimbursement, and reporting activities with the City consistent with the processes developed to manage those activities and with the City's prior UASI grant agreement with the County

2. The City agrees:

- a) That it has read the award conditions and certifications for the FY-11 UASI grant, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations and be bound by any limitations applicable to the grantee under that grant document; and
- b) To continue compliance with the purchasing and reimbursement processes required by the grants, the City's prior UASI grant agreement with the County and the grant administrator; and

- c) To continue compliance with all other obligations contained in the City's prior UASI grant agreement with the County.
- 3. The parties agree to incorporate by this reference the entire FY-11 UASI grant into this amended IGA, with the specific intent that the City will be obligated to adhere to the FY-11 UASI grant terms, obligations and conditions to the same extent and under the exact same conditions agreed to for the FY-10 UASI grant.
- 4. This amendment shall be effective upon final signature of the parties, and shall continue in effect until all mutual covenants expressed in the original agreement and this amendment have been fully satisfied or until the agreement, as amended, is terminated due to the failure of one of the parties hereto to perform. All other provisions of the original intergovernmental agreement shall remain in effect.

**Washington County**

 **Andy Duyck**

Date 07/17/12

Chairman Board of Commissioners

APPROVED AS TO FORM

  
Attorney

Date 7/2/12

**City of Sherwood**

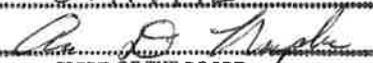
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Date \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney

Date \_\_\_\_\_

APPROVED WASHINGTON COUNTY  
BOARD OF COMMISSIONERS  
MINUTE ORDER # 12-207  
DATE 07/17/12  
BY   
CLERK OF THE BOARD

**INTERGOVERNMENTAL AGREEMENT**

**Between**

**WASHINGTON COUNTY, OREGON**

**and**

**THE CITY OF SHERWOOD, OREGON**

THIS IS an intergovernmental agreement (Agreement) between Washington County (County) and the city of Sherwood (City) entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190 for the coordination of activities related to use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

**Recitals**

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$7,178,800 in Fiscal Year 2010 to the state of Oregon (State) for distribution to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #10-170 (CFDA #97.008) to the city of Portland, Office of Emergency Management (POEM), as subgrantee, for Fiscal Year 2010 in the amount of \$6,874,736, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #10-170 is intended to increase the capabilities of the PUA, which includes jurisdictions, agencies, and organizations in Multnomah, Clackamas, Columbia, and Washington counties in Oregon and Clark County in Washington, to prevent, protect against, respond to, and recover from threats and acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training, and exercises to be funded by the grant has been developed through the application process and coordination with the State; and

WHEREAS, POEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, POEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the city of Portland and all other PUA jurisdictions, agencies, and organizations that receive direct benefit from UASI grant purchases are required to comply with all terms of the UASI Grant # 10-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the city of Portland has entered into an agreement with Washington County to secure the County's commitment to follow the city of Portland-developed procurement, delivery, reimbursement, and reporting procedures, to ensure its compliance with all terms of the grant, and to obligate it to coordinate with and obtain similar assurances from directly benefiting jurisdictions, agencies, and organizations within the County.

NOW, THEREFORE, the parties agree as follows:

1. **The County agrees:**

To coordinate grant-related procurement, reimbursement, and reporting activities with directly benefiting jurisdictions, agencies, and organizations in the County consistent with the processes developed by the city of Portland to manage those activities.

2. **The City agrees:**

a) That it has read the award conditions and certifications for UASI Grant #10-170, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the city of Portland, as grantee, under those grant documents.

b) To comply with all city of Portland and State financial management and procurement requirements, including competitive bid processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:

i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).

- ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
  - iii. Audit Requirements: OMB Circular A-133.
- c) That all equipment, supplies, and services provided by the city of Portland are as described in the approved grant budget documents, which the City has seen.
  - d) That it will not deviate from the items listed in the approved grant budget documents without first securing written authority from the city of Portland.
  - e) To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the city of Portland, and the State.
  - f) To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the city of Portland with a list of such equipment. The list should include, but is not limited to, dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored. All requirements for the tracking and monitoring of fixed assets are set forth in 44 CFR Part 13.
  - g) To maintain and store all equipment and supplies, provided or purchased, in a manner that will best prolong its life and keep it in good working order at all times.
  - h) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the City until proper disposition takes place. The City shall be responsible for inventory tracking, maintenance, and storage while in possession of such equipment and supplies.
  - i) That any request or invoice it submits for reimbursement of costs is consistent with the items identified in the approved grant budget documents.
  - j) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the city of Portland, State, and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.
  - k) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

- l) That all financial records and supporting documentation, and all other records pertinent to this grant or agreements under this grant, shall be retained for a minimum of six years following termination, completion, or expiration of this Agreement for purposes of city of Portland, State, or federal examination and audit.
- m) To obtain a copy of 44 CFR Part 13 and all applicable OMB circulars, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- o) To list the city of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the City and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment, supplies, or services provided under this Agreement, and as a party to whom a listed duty is due.
- p) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State.
- q) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.
- r) To provide timely compliance with all reporting obligations required by the grant's terms and the city of Portland.
- s) To provide the city of Portland with Performance Reports, Financial Reimbursement Reports, and Audit Reports when required by the city of Portland and in the form required by the city of Portland.
  - i. Performance Reports are due to POEM biannually on June 15th and December 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
  - ii. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.

- iii. Per UASI Grant #10-170, Section K.2.b., reimbursement for expenses may be withheld if performance reports are not submitted by the specified dates or are incomplete.
- t) To follow the travel expense and per diem guidelines set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the city of Portland and State. Per UASI Grant #10-170, Section K.2.c., reimbursements rates for travel expenses shall not exceed those allowed by the State. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expense or authorized rates incurred.

GSA per diem rates can be found on the GSA website:  
<http://www.gsa.gov/portal/category/21287>.

The city of Portland's guidelines can be found on the Office of the City Auditor's website:

BCP-FIN-6.13 Travel:

<http://www.portlandonline.com/auditor/index.cfm?&c=34747&a=160271>

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related

Miscellaneous Expenses:

<http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747>

- u) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated on December 31, 2012 unless otherwise extended by the parties in writing or terminated due to failure of one of the Parties to perform.
  4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program grant, the agreement between the State and the city of Portland, and the city of Portland's UASI grant agreement with the County.
  5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the City's failure or inability to comply with the provisions of the grant or the Agreement, the City will be liable to the city of Portland for the full cost of any equipment, materials, or services provided by the city of Portland to the City, and any penalties imposed by the State or Federal Government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of Washington County for the state of Oregon. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
8. **Survival.** The terms, conditions, representations, and all warranties in this Agreement shall survive the termination or expiration of this Agreement.
9. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.
10. **Indemnification.**
  - a) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the County, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from the acts of the City, its officers, employees, and agents in the performance of this Agreement.
  - b) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall indemnify, defend and hold harmless the City from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees, and agents in the performance of this Agreement.
11. **Third Party Beneficiaries.** The County and the City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.
12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.

13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY-10 UASI program grant and that it is the entire agreement between them relative to that grant.
14. **Worker's Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.
15. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
16. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers, and other records of the other party which are related to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), the Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.
17. **Subcontracts and Assignment.** Neither party will subcontract or assign any part of this Agreement without the prior written consent of the other party. Notwithstanding County approval of a subcontractor, the City shall remain obligated for full performance hereunder, and the County shall incur no obligation other than its obligations to the City hereunder.

Washington County

*Andy Dwyer*

Date 9-6-11

APPROVED AS TO FORM

*[Signature]*

Attorney

Date 8/12/2011

APPROVED WASHINGTON COUNTY  
BOARD OF COMMISSIONERS

MINUTE ORDER # 11-240

DATE 9-6-11

BY *Barbara Heitmanek*  
CLERK OF THE BOARD

City of Sherwood



A handwritten signature in black ink, appearing to read 'Chris Patton', is written over a horizontal line.

Date 10-4-2011

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney

Date \_\_\_\_\_

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
URBAN AREA SECURITY INITIATIVE GRANT PROGRAM  
CFDA # 97.008**

***GRANT AWARD CONDITIONS AND CERTIFICATIONS***

PROGRAM NAME:	FY 2011 UASI	GRANT NO:	# 11-170
SUBGRANTEE:	City of Portland	FEDERAL AWARD:	\$4,925,160
ADDRESS:	Portland Bureau of Emergency Management 1001 SW Fifth Ave, Ste 650 Portland, OR 97204	AWARD PERIOD:	3/1/12 thru 5/31/14
PROGRAM CONTACT:	Carmen Merlo carmen.merlo@portlandoregon.gov	TELEPHONE:	(503) 823-2691
FISCAL CONTACT:	Shelli Tompkins shelli.tompkins@portlandoregon.gov	TELEPHONE:	(503) 823-4187

**BUDGET**

Equipment	
CBRNE Prevention and Response Watercraft	\$320,000
CBRNE Logistical Support	\$315,000
CBRNE Operational/Search and Rescue	\$25,000
Explosive Device Mitigation	\$43,000
Information Technology	\$44,460
Interoperable Communications	\$256,207
Medical	\$90,000
Other Authorized Equipment	\$109,937
Personal Protective Equipment	\$122,000
Power	\$90,000
Terrorism Incident Prevention	\$1,000,000
Exercises	\$513,696
Planning	\$1,520,539
Training (ODP-approved)	\$229,063
Administration	\$246,258
Total	<u>\$4,925,160</u>

## GRANT AWARD AGREEMENT AND PROVISIONS

### I. Provisions of Award

- A. Agreement Parties. This Agreement is between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM) and the Subgrantee.
- B. Effective Date. This Agreement shall become effective on the date this Agreement has been fully executed by every party. Agreement termination shall not extinguish or prejudice OEM's right to enforce this Agreement with respect to any default by Subgrantee that has not been cured.
- C. Source of Funds. Payment for this Program will be from the Fiscal Year 2011 Urban Area Security Initiative Grant Program.
- D. Merger Clause; Waiver. This Agreement and referenced documents constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modifications or change of terms of this Agreement shall be binding unless agreed to in writing and signed by both the Subgrantee and OEM. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given.
- E. Acknowledgment. The Subgrantee, by signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this Agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future grants, and/or damages to OEM.

## TERMS AND CONDITIONS

### II. Conditions of Award

- A. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Homeland Security Grant Program guidance and application kit and to expend funds in accordance with the approved budget. OEM may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OEM. Failure of the Subgrantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of this Agreement.
- B. To ensure consistency among statewide planning efforts, the Subgrantee agrees to coordinate grant funded planning projects with OEM, to include assistance with the creation of a scope of work, review and approval of service providers, and overall project direction.
- C. The Subgrantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
- D. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- E. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- F. By accepting FY 2011 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Resource Center at <http://www.fema.gov/emergency/nims/>.

G. Administrative Requirements, Retention and Access to Records, and Audits.

1. Administrative Requirements. The Subgrantee agrees to comply with all financial management and procurement requirements (Section H), including competitive bid processes and other procurement requirements, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and the Office of Management and Budget (OMB) Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
  - a. Administrative Requirements. 44 CFR Part 13 (State and Local Governments).
  - b. Cost Principles. 2 CFR Part 225 (State, Local, and Tribal Governments) and 48 CFR Part 31.2 (Federal Acquisition Regulations - Contracts with Commercial Organizations).
  - c. Audit Requirements. OMB Circular A-133 (States, Local Governments, and Non-Profit Organizations).
2. Retention of Records. All financial records, supporting documentation, and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee for a minimum of six years following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
3. Access to Records. OEM, Oregon Secretary of State, Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Subgrantee and any contractors or subcontractors of the Subgrantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
4. Audits. If the Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, the Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If the Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, the Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section II.G.3 herein.
5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If the Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

H. Procurement Standards.

1. The Subgrantee shall use their own procurement procedures provided that the procurement conforms to applicable Federal (44 CFR Part 13.36) and State law (ORS 279A, 279B, 279C) and standards.
2. The Subgrantee agrees to provide the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.) that must be paid to workers in each trade or occupation that is used in performing all or part of this Agreement.
3. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to the Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
4. The Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or

draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.

5. The Subgrantee agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

I. Property/Equipment Management and Records Control, and Retention of Records.

1. Property/Equipment Management and Records Control. The Subgrantee agrees to comply with all requirements set forth in 44 CFR Part 13.31-33 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the following requirements:
  - a. All property/equipment purchased under this Agreement, whether by the Subgrantee or a subcontractor, will be recorded and maintained in the Subgrantee's property/equipment inventory system.
  - b. The Subgrantee shall maintain property/equipment records that include: a description of the property/equipment; the manufacturer's serial number, model number, or other identification number; the source of the property/equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost; the location, use and condition of the property/equipment; and any ultimate disposition data including the date of disposal and sale price of the property/equipment.
  - c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
  - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage, or theft shall be investigated.
  - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
  - f. If the Subgrantee is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
  - g. The Subgrantee agrees that, when practicable, any property/equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security".
  - h. The Subgrantee shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and the subgrantees who receive pass-through funding from this Agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the Urban Area Security Initiative Grant Program shall vest in the Subgrantee agency that purchased the property/equipment, if it provides written certification to OEM that it will use the property/equipment for purposes consistent with the Urban Area Security Initiative Grant Program.

J. Funding.

1. Matching Funds. This Grant does not require matching funds.
2. Allowable Costs. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Fiscal Year 2011 Homeland Security Grant Program guidance and application kit.
3. Supplanting. The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with Urban Area Security Initiative Grant Program guidelines.

- K. Reports. Failure of the Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments and/or termination of this Agreement.

1. Performance Reports.

The Subgrantee agrees to submit performance reports on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2011 Urban Area Security Initiative Grant Program and how they address identified project specific goals and objectives.

**Reports are due to OEM by the end of each calendar year quarter.**

**Any Performance Report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant.** The Subgrantee must receive prior written approval from OEM to extend a performance report requirement past its due date.

2. Financial Reimbursement Reports.

- a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR) which includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. **At a minimum, RFRs must be submitted no later than one month following the end of each calendar year quarter, and a final RFR must be submitted no later than one month following the end of the grant period.**
  - b. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
  - c. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
  - d. Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that **no grant funds may be used for expenses incurred before March 1, 2012 or after May 31, 2014.**
  - e. The Subgrantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. OEM shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.
3. Audit Reports. The Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by the Subgrantee, whether or not the audit is required by OMB Circular A-133.

L. Indemnification.

The Subgrantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of the Subgrantee, its officers, employees, subcontractors, or agents under this Agreement.

The Subgrantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this Agreement.

The Subgrantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, OEM, and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this Agreement.

- M. Time is of the Essence. The Subgrantee agrees that time is of the essence under this Agreement.
- N. Copyright. If this Agreement or any program funded by this Agreement results in a copyright, OEM and the U.S. Department of Homeland Security reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which the Subgrantee, or its contractor or subcontractor, purchases ownership with grant support
- O. Governing Law, Venue: Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between OEM (and/or any other agency or department of the State of Oregon) and the Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. **The Subgrantee, by execution of this Agreement, hereby consents to the In Personam Jurisdiction of said courts, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.**
- P. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to the Subgrantee or OEM at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- Q. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of OEM, the Subgrantee, and their respective successors and assigns, except that the Subgrantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OEM.
- R. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section II.G (Administrative Requirements, Retention and Access to Records, and Audits); Section II.H (Procurement Standards); Section II.I (Property/Equipment Management and Records Control, and Retention of Records); Section II.K (Reports); and Section II.L (Indemnification).
- S. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- T. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

### III. Subgrantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17.) The Subgrantee shall establish procedures to provide for effective use and/or dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying. The Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying* ([http://www.access.gpo.gov/nara/cfr/waisidx\\_07/44cfr18\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr18_07.html)). The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
- C. Compliance with Applicable Law. The Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13.
  2. Cost Principles set forth in 2 CFR Part 225 and 48 CFR Part 31.2.
  3. Audit Requirements set forth in OMB Circular A-133.
  4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
  5. The Freedom of Information Act (FOIA), 5 U.S.C. §552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
- D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.
1. Non-discrimination and Civil Rights Compliance. The Subgrantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, disability, or gender. The Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
    - a. Nondiscrimination Regulation 44 CFR Part 7;
    - b. Title II of the Americans with Disabilities Act (ADA) of 1990;In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to OEM.
  2. Equal Employment Opportunity Program. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. The Subgrantee must maintain a current copy on file.
  3. Services to Limited English Proficient (LEP) Persons. National origin discrimination includes discrimination on the basis of limited English proficiency. Recipients of federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important benefits, programs, information and services. For additional information, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. The Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
  - a. National Environmental Policy Act (44 CFR Part 10)
  - b. National Historic Preservation Act,
  - c. Endangered Species Act, and
  - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898),

Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. **The Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater.** The Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, upon specific request from the U.S. Department of Homeland Security, agrees to cooperate with the U.S. Department of Homeland Security in any preparation by the U.S. Department of Homeland Security of a national or program environmental assessment of that funded program or activity.

F. Drug Free Workplace Requirements. The Subgrantee certifies that it will provide a drug-free workplace. There are two general requirements if you are a recipient other than an individual.

1. You must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Briefly, those measures are to:
  - a. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see 44 CFR Part 17.6); and
  - b. Take actions concerning employees who are convicted of violating drug statutes in the workplace.
2. You must identify all known workplaces under your Federal awards.

Additional information can be referenced at: [http://www.access.gpo.gov/nara/cfr/waisidx\\_08/44cfrv1\\_08.html](http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfrv1_08.html).

G. Classified National Security Information. No funding under this award shall be used to support a contract, subaward or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information. Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

H. Human Trafficking. The Subgrantee, employees, contractors and subrecipients under this award and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

The Subgrantee must inform OEM immediately of any information the Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate unilaterally is in addition to all other remedies under this award. The Subgrantee must include these requirements in any subaward made to public or private entities.

#### IV. Suspension or Termination of Funding

OEM may suspend funding in whole or in part, terminate funding, or impose another sanction on a Urban Area Security Initiative Grant Program recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the Urban Area Security Initiative Grant Program guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the approved Project Justification(s).
- C. Failure to adhere to the requirements of the grant award and standard or special conditions.
- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline. Before imposing sanctions, OEM will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the problem informally.

#### V. Termination of Agreement

OEM may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:

- A. A reduction in federal funds which are the basis for this Agreement.
- B. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
- C. A change, modification or interpretation of State or Federal laws, regulations or guidelines that deprives OEM of authority to provide grant funds for the program or provide funds from the planned funding source.

VI. Subgrantee Representations and Warranties

The Subgrantee represents and warrants to OEM as follows:

- A. Existence and Power. The Subgrantee is a political subdivision of the State of Oregon. The Subgrantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority, No Contravention. The making and performance by the Subgrantee of this Agreement (a) have been duly authorized by all necessary action of the Subgrantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of the Subgrantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other Agreement or instrument to which the Subgrantee is a party or by which the Subgrantee or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of the Subgrantee and constitutes the legal, valid, and binding obligation of the Subgrantee, enforceable in accordance with its terms.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the Subgrantee of this Agreement.

  
 John L. Lewis, Plans and Training Section Director  
 Oregon Military Department  
 Office of Emergency Management  
 PO Box 14370  
 Salem, OR 97309-5062

11 APR 2012

Date

  
 Signature of Authorized Subgrantee Official

3/30/2012

Date

SAM ADAMS / MAYOR  
 Name/Title

  
 Signature of Authorized Fiscal Representative of Subgrantee Agency

4/4/12

Date

Shellie Tompkins, Sr. Management Analyst  
 Name/Title

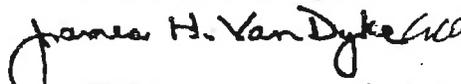
Reviewed for Legal Sufficiency:

Steven A. Wolf by email  
 Assistant Attorney General

APPROVED AS TO FORM

March 2, 2012

Date

  
 CITY ATTORNEY 3-18-12



**RESOLUTION 2012-048**

**A RESOLUTION APPOINTING BRYCE KEICHER TO THE LIBRARY ADVISORY BOARD**

**WHEREAS**, there is currently one seat vacant for a high school student member of the Library Advisory Board due to the graduation of Molly Woodbury; and

**WHEREAS**, Bryce Keicher has applied for the Library Advisory Board; and

**WHEREAS**, the applicant has been endorsed by the Council liaison, Board chairperson and staff liaison and by the Mayor; and

**WHEREAS**, although Bryce Keicher currently resides in unincorporated Sherwood and outside the Sherwood City limits she is extremely interested in representing youth on the Library Board and has a desire to enhance the priority of reading for children and young adults in Sherwood.

**NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

**Section 1.** Bryce Keicher is appointed to the Library Advisory Board as the high school student representative for a term beginning October 2012 and ending August 2013.

**Section 2:** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 18<sup>th</sup> day of September 2012.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

**TO:** Sherwood City Council

**FROM:** Jason Waters, Civil Engineer

**THROUGH:** Craig Sheldon, Public Works Director & Bob Galati, City Engineer

**SUBJECT:** RESOLUTION 2012-049 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR THE SW GLENEAGLE DRIVE PAVEMENT REHABILITATION PROJECT

**ISSUE:** Should the City award a construction contract to Brix Paving Company of Tualatin, Oregon to repave SW Gleneagle Drive, SW 10<sup>th</sup> Street and SW Glenco Court?

**BACKGROUND:** SW Gleneagle Drive, SW 10<sup>th</sup> Street and SW Glenco Court have a deteriorated pavement surface and structure, and have been a maintenance priority for the City for several years. The City strives to provide quality streets for its citizens and has generated sufficient funds for this project through the Street Maintenance Fees that are applied to the monthly utility bill.

The streets involved with this project were selected based upon the Pavement Condition Index (PCI) which measures the health and condition of the pavement network. PCI's can range from 100 for a brand new street to 10 or less for a completely failing street. The streets involved with this project have an average PCI score of 14.5. City staff considered all design options and determined that the most cost effective option was to remove the existing asphalt, cement treat 10" of base rock & subgrade, and install 4" of new asphalt. This design will extend the service life an additional 10 to 12 years or beyond depending upon future daily traffic counts.

The City solicited competitive bids from five (5) contractors and after opening bids on September 7<sup>th</sup>, 2012, determined Brix Paving Company of Tualatin, Oregon to have submitted the lowest responsive bid at \$340,629.43. A summary of the bid results is attached to this staff report for reference. The seven (7) day protest period has ended and the next step is for City Council to award a contract to Brix Paving and authorize the City Manager to execute the agreements necessary to complete the work and authorize a 15% contingency to cover unforeseen construction issues and differing site conditions.

City staff expects the work to begin on or around Monday, September 24<sup>th</sup>, 2012 and to last approximately 1.5 to 2 weeks depending on the weather conditions. Gleneagle Drive will be closed to through traffic with local vehicle and pedestrian traffic maintained. There will be short delays and limited access to driveways at times as needed for the contractor to complete the work in a timely manner. City staff has provided general notification to area residents. A more detailed notice will be sent out a week in advance of the work. Door hangers will be placed 48 hours prior to the commencement of work.

Staff requests the Sherwood City Council adopt a resolution awarding a contract to Brix Paving Company and approving a 15% construction contingency.

**FINDINGS:** By passing this resolution the City can execute contracts to complete the project.

**RECOMMENDATION:** MOTION TO ADOPT RESOLUTION 2012-049 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR THE SW GLENEAGLE DRIVE PAVEMENT REHABILITATION PROJECT



**City of Sherwood**  
**6025 SW Gleneagle Drive Pavement Rehabilitation**  
**Bid Tabulation - Bid Alternate - Base Bid + Option "A"**  
**Bid Closing September 7, 2012 at 2:00 PM**

BID ALTERNATE		Engineer's Estimate		Brix Paving		Kodiak Pacific		Kerr Contractors		Pacific Excavation		S-2 Contractors	
ITEM	Description	Unit	Quantity	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
1	Base Bid	LS	1	\$363,861.45	\$274,193.66	\$297,000.00	\$299,946.50	\$309,128.00	\$315,137.25				
2	Option "A" Bid	LS	1	\$102,521.70	\$66,435.77	\$73,000.00	\$76,614.75	\$75,435.75	\$76,175.25				
<b>BID ALTERNATE TOTAL</b>				<b>\$466,383.15</b>	<b>\$340,629.43</b>	<b>\$370,000.00</b>	<b>\$376,561.25</b>	<b>\$384,563.75</b>	<b>\$391,312.50</b>				



**APPARENT LOW BIDDER  
(BRIX PAVING)**

SW Gleneagle Drive, SW 10th Street and SW Glenco Court Pavement Rehabilitation  
Site Plan  
July 17, 2012

 WORK LIMITS





**RESOLUTION 2012-049**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR THE SW GLENEAGLE DRIVE PAVEMENT REHABILITATION PROJECT**

**WHEREAS**, SW Gleneagle Drive, SW 10th Street and SW Glenco Court are in poor condition and in need of replacement; and

**WHEREAS**, City staff prepared design plans, bid documents and solicited potential contractors using a competitive bidding process meeting the requirements of local and state contracting statutes and rules (ORS 279C and OAR 137-049); and

**WHEREAS**, the City received five (5) Bids that were opened on September 7, 2012; and

**WHEREAS**, the City reviewed all Bid Proposals and selected the lowest responsive Bid submitted by Brix Paving Company of Tualatin, Oregon in an amount of \$340,629.43; and

**WHEREAS**, City staff recommends authorizing a contingency fund of \$51,370.57 (approximately 15%) to cover unforeseen construction issues and differing site conditions.

**NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

**Section 1:** Brix Paving Company of Tualatin, Oregon is awarded a construction Contract in an amount equal to \$340,629.43 for the SW Gleneagle Drive Pavement Rehabilitation Project. The City Manager is hereby authorized to execute a Contract with Brix Paving Company to complete the project.

**Section 2:** Subject to the limitations of City and State contracting rules and other applicable laws, the City Manager is authorized to execute Contract Change Orders with Brix Paving Company totaling \$51,370.57 for a total construction Contract amount not-to-exceed \$392,000.00.

**Section 3:** This Resolution shall be in effect upon its approval and adoption.

**Duly passed by the City Council this 18<sup>th</sup> day of September 2012.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

**TO:** Sherwood City Council

**FROM:** Jason Waters, Civil Engineer

**THROUGH:** Craig Sheldon, Public Works Director & Bob Galati, City Engineer

**SUBJECT:** RESOLUTION 2012-050 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR THE LADD HILL STORM RESTORATION PROJECT

**ISSUE:** Should the City Council authorize the City Manager to execute a construction contract to complete the Ladd Hill Storm Restoration Project?

**BACKGROUND:** There are several issues associated with the storm system and sensitive lands bound by SW Sunset Boulevard, SW Ladd Hill Road, and SW Willow Drive. During the wet weather season and during large storm events, the storm outfall southwest of Sunset Blvd & Ladd Hill Road backs up into Ladd Hill Road and into the backyards of residents surrounding the natural area. Sediment from upstream developed areas has accumulated in the stream for years, filling it in above the culvert and outfall. The accumulated sediment needs to be dredged from the creek and the creek restored to its natural state.

In addition to the conveyance issue in the creek, there are approximately 300 cubic yards of road construction debris piles within the wetlands and buffers that need to be removed. The debris piles appear to contain mostly aggregate, asphalt and concrete slabs from old site or road demolition work. The debris needs to be removed and the areas planted and seeded to a good condition.

There is a large water quality pond situated northwest of the open grass area along SW Willow Drive that is full of sediment and plantings in very poor condition. This facility does not have adequate access for City maintenance crews. Current design standards would require an access road for maintenance crews and vehicles. A maintenance access road is needed from the open area along Willow Drive to the facility.

In addition to the water quality pond, there is an existing grass water quality swale on the east side of Ladd Hill Road that does not function properly. Two upstream flow control manholes need their bottoms replaced to split the flows into the swale and overflow pipe. The grass swale also needs to be dredged, re-graded, and planted to current standard. The work associated with the water quality swale and flow control manholes on the east side of Ladd Hill Road have been separated out as a bid option, and will be included in the project if the bids come in low.

City staff prepared plans and bid documents addressing all of the aforementioned issues and have solicited contractors using a competitive bidding process meeting state and local requirements. Bid proposals were opened on September 13, 2012 and a Notice of Intent to Award a contract was issued on September 14, 2012 for the lowest responsive bidder. The name of the company submitting the lowest responsive bid will be read aloud during the September 18, 2012 City Council meeting.

Because the in stream dredging work needs to be completed before the state mandated in-stream work deadline of October 12, 2012 and the Sherwood City Council does not meet again until October 2, 2012, staff recommends expediting the contract award by establishing a firm construction budget of \$140,000 and utilizing scalable bid quantities that will allow the construction contract amount to fit within the allotted budget. ORS 279C.340 and OAR 137-049-0430 allow for contract negotiations in order to meet allocated construction funding limits.

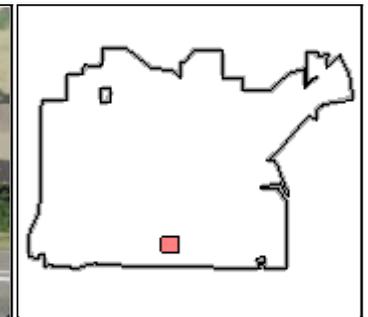
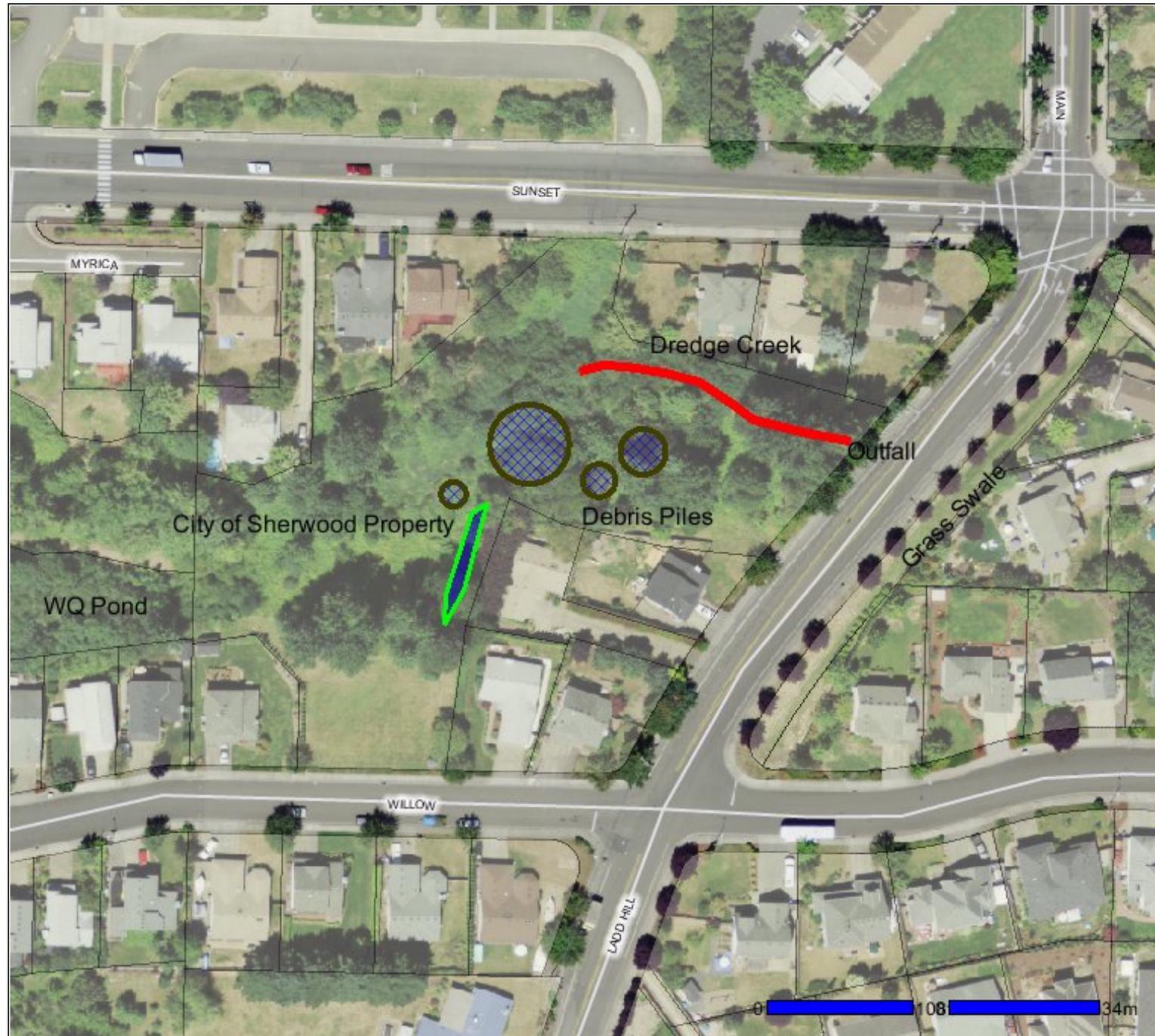
City staff expects the work to begin on or around Monday, September 24<sup>th</sup>, 2012 and to be substantially complete in early November. Local residents have been notified by mailer and adjacent property owners by mailer and door hangers.

Staff requests the Sherwood City Council authorize the City Manager to execute a construction in an amount not to exceed \$140,000 plus up to \$10,000 in change orders should other items allocated in the total project budget under run estimates.

**FINDINGS:** By passing this resolution the City can execute contracts to complete the project.

**RECOMMENDATION:** MOTION TO ADOPT RESOLUTION 2012-050 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR THE LADD HILL STORM RESTORATION PROJECT.

# Ladd Hill Storm Restoration Project





## RESOLUTION 2012-050

### A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR THE LADD HILL STORM RESTORATION PROJECT

**WHEREAS**, there is no feasible maintenance access to an existing water quality pond serving the Georgetown Estates subdivision; and

**WHEREAS**, several hundred cubic yards of old road construction debris must be removed from the wetland and buffer areas bound by Sunset Boulevard, Ladd Hill Road and Willow Drive; and

**WHEREAS**, seasonal flooding occurs around the storm culvert and outfalls located southwest of Ladd Hill Road and Sunset Boulevard and is caused by sediment from the upstream system accumulating in the stream and inhibiting downstream conveyance; and

**WHEREAS**, the City wishes to provide maintenance access to the water quality facility, remove construction debris from and restore the sensitive lands, and dredge sediment from the creek to reduce flooding; and

**WHEREAS**, City staff prepared design plans to address the aforementioned issues and then produced bid documents to solicit contractors using a competitive bidding process meeting the requirements of local and state contracting statutes and rules (ORS 279C, OAR 137-049); and

**WHEREAS**, the City allocated \$140,000 for a construction contract that utilizes scalable bid quantities and the competitive bidding process allows the scope of work to be negotiated with the lowest responsive bidder; and

**WHEREAS**, the City opened bids on September 13, 2012, reviewed all bid proposals and identified the lowest responsive bidder to negotiate and execute a contract with; and

**WHEREAS**, City staff recommends authorizing the City Manager to execute a construction contract in an amount not to exceed \$140,000.00 to complete the project.

### NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

**Section 1:** Upon completion of the mandatory seven (7) day bid protest period, the City Manager is hereby authorized to execute a contract in an amount not to exceed \$140,000.00 for the completion of the Ladd Hill Storm Restoration Project.

**Section 2:** If the total costs budgeted for consultants, staff time and overhead do not exceed projections and sufficient budget exists, the City Manager is hereby authorized to execute contract change orders up to \$10,000.00.

**Section 3:** This Resolution shall be in effect upon its approval and adoption.

Duly passed by the City Council this 18<sup>th</sup> day of September 2012.

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

**TO:** Sherwood City Council

**FROM:** Joseph Gall, ICMA-CM, City Manager

**Through:** N/A

**SUBJECT:** Resolution 2012-051 in support of changing the name of “Tonquin Trail” to “Ice Age Tonquin Trail”.

**ISSUE:**

The City Council will consider a resolution supporting changing the name of the *Tonquin Trail* to the *Ice Age Tonquin Trail* to promote public awareness, and enhance funding opportunities and economic development through tourism and scientific research.

Renaming the conceptual Tonquin Trail to Ice Age Tonquin Trail would require consensus from the partner jurisdictions. The partner organizations are Metro, Clackamas and Washington counties, and the cities of Sherwood, Tualatin, and Wilsonville. See attached letters of support from various organizations within the partner jurisdictions.

**BACKGROUND:**

Toward the end of the last Ice Age, some 12,000 to 17,000 years ago, a series of cataclysmic floods representing the greatest floods on earth, occurred in what is now the northwest region of the United States, leaving a lasting mark of dramatic and distinguishing features on the landscape of parts of the states of Montana, Idaho, Washington and Oregon, including the Willamette Valley.

The Ice Age Floods story covers the last few thousand years of the Pleistocene Ice Age when a lobe of the Cordilleran ice sheet crept southward into the Idaho Panhandle, blocking the Clark Fork River and forming a 2,000 foot ice dam, creating Glacial Lake Missoula that stretched 200 miles long and contained more than 500 cubic miles of water. Periodically, the ice dam would fail and when Glacial Lake Missoula burst through the ice dam and exploded downstream, it did so at a rate of 10 times the combined flow of all the rivers of the world. This towering mass of water, ice, and debris thundered across the landscape down the Columbia River drainage, across northern Idaho and eastern and central Washington, through the Columbia River Gorge, back up into Oregon's Willamette Valley, and finally poured into the Pacific Ocean at the mouth of the Columbia River.

In 2009 Congress established the Ice Age Floods National Geologic Trail in the states of Montana, Idaho, Washington, and Oregon enabling the public to view, experience, and learn about the features and story of the Ice Age floods through the collaborative efforts of public and private entities.

The National Geologic Trail is in its earliest stages of planning through the leadership of the National Park Service and the Ice Age Floods Interagency Coordination Committee to collaborate and oversee

the activities that will enhance interpretation of the Ice Age Floods story and features along the flood pathways of the Ice Age Floods National Geologic Trail.

The National Geologic Trail will consist of a network of marked touring routes with interpretive opportunities distributed across the area and existing roadways and will link many of the region's geologic resources by way of a long, central pathway and designated loops and spurs.

Metro, in partnership with Clackamas and Washington counties, and the cities of Sherwood, Tualatin, and Wilsonville are now in the process of completing the Tonquin Trail Master Plan and will fund and operate the proposed 22-mile regional trail. That trail will travel through landscape and geological features that were formed by the Ice Age Floods within and near the Tonquin Geologic Area.

There may be funding opportunities by tying the Regional Trail to the National Trail, and linking the two trails may result in economic development by bringing more tourists and scientific research to the communities the regional trail will serve.

**FINANCIALS:**

There is no cost to adopting the resolution in support of renaming the Tonquin Trail to Ice Age Tonquin Trail since the trail is in the Master Plan stage. Trail funding opportunities and economic development may occur as a result.

**RECOMMENDATION:**

**The staff respectfully recommends that Council adopt Resolution 2012-051 in support of changing the name of “Tonquin Trail” to “Ice Age Tonquin Trail”.**

**LETTERS SUPPORTING THE ADDITION OF “ICE AGE” TO THE TONQUIN TRAIL  
NAME FROM THE FOLLOWING ORGANIZATIONS:**

1. Washington County Board of Commissioners
2. Washington County Visitors Association
3. Tualatin Historical Society
4. Tualatin Chamber of Commerce
5. Wilsonville Chamber of Commerce
6. Sherwood Chamber of Commerce



August 10, 2012

Tualatin Historical Society  
P. O. Box 1055, 8700 S. W. Sweek Drive  
Tualatin, Oregon 97062

**Re: Ice Age Tonquin Trail**

Dear Ms. Addington,

Thank you for the letter regarding the proposal to add "Ice Age" to the name of the "Tonquin Trail" which is planned to travel through Washington County and become part of the existing Tonquin Geological Area.

We are very fortunate to have this significant natural resource in our community. The request from the Tualatin Historical Society to have the name of the trail reflect the origins of this geological treasure seems very strategic and well thought out. It would provide greater awareness to visitors and county residents alike about the opportunity to hike the trail and witness the fascinating history associated with the ice age floods that gave us fertile soil and many of our unique geological features.

The Washington County Board of Commissioners is in full support of this effort to attract visitors and positive attention to the region and highlight yet another reason why people should visit Washington County. We support naming the trail the "Ice Age Tonquin Trail" and thank you for your efforts.

Sincerely,

Andy Duyck, Chairman  
Washington County Board of Commissioners



WASHINGTON COUNTY  
**OREGON**  
VISITORS ASSOCIATION

REC'D  
CITY OF TUALATIN

AUG 09 2012

MAYOR \_\_\_\_\_ COUNCIL \_\_\_\_\_ POLICE \_\_\_\_\_ ADM \_\_\_\_\_  
FINANCE \_\_\_\_\_ COMM DEV \_\_\_\_\_ LEGAL \_\_\_\_\_ OPER \_\_\_\_\_  
COMMSVCS \_\_\_\_\_ ENG & BLDG \_\_\_\_\_ LIBRARY \_\_\_\_\_

August 6, 2012

Metro Regional Government  
Metro Council President Tom Hughes and Council Members  
600 Northeast Grand Avenue  
Portland, OR 97232

Subject: **Ice Age Tonquin Trail**

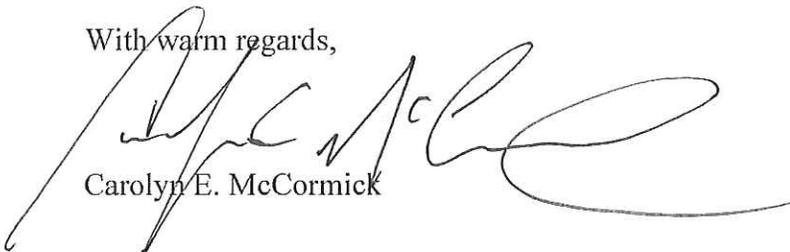
Dear Council President Tom Hughes and Members of the Metro Council:

On behalf of the Washington County Visitors Association, I would like to encourage the Metro Council to consider the addition of **Ice Age** to the **Tonquin Trail** official name. It has come to my attention that there is a small window of opportunity to present the value of the association with the Department of Interior's project to create a national ice age floods trail and the Tonquin Trail. It appears the opportunity is presently upon us.

It is incumbent for us to work together in sustaining the history, culture and social importance of elevating awareness of the geological events that have led to the creation of what makes Oregon a dynamic place to visit and live. The Metro Council has a wonderful opportunity to include our area in the recent federally created Ice Age Floods National Geologic Trail currently planned from Lake Missoula, Montana/Canada border through Idaho, Washington, down to the Columbia River to the Pacific Ocean.

I thank the Metro Board for your sincere consideration. Please do not hesitate to contact me directly at 503-644-5555 ext 103 or via email at [Carolyn@wcva.org](mailto:Carolyn@wcva.org) for any questions or comments you may have pertaining to this very important project.

With warm regards,



Carolyn E. McCormick

cc: Yvonne L. Addington, Past President Tualatin Historical Society  
Linda Moholt, CEO Tualatin Chamber of Commerce  
Washington County Commissioners  
Clackamas County Commissioners  
Tualatin, Sherwood, Wilsonville City Council



# Tualatin Historical Society

Tualatin Heritage Center

July 28, 2012

*Established in 1986 to preserve, promote and interpret the rich and colorful history of Tualatin.*

Clackamas County Commission  
Washington County Commission

City of Sherwood City Council  
City of Tualatin City Council  
City of Wilsonville City Council

Re: Proposed "Tonquin Trail" Name

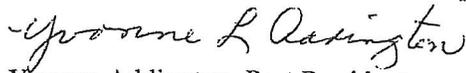
Honorable Officials:

Metro's Regional Government has asked the Tualatin Historical Society to seek the approval of the above Commissions and Councils regarding adding just two words—"Ice Age"—to the proposed name of the "Tonquin Trail". This 22 mile trail is planned to go through the above jurisdictions, all of which were affected by the worldly unique cataclysmic Ice Age floods over 12,000 years ago. Much of the local area was covered up to the 400' elevation with icy flood waters which backed up into the Willamette River and its tributaries. The agriculturally rich valleys, the Tonquin Scablands, Cipole swamps, and local wetlands were created or affected by these floods.

There are many positive possibilities by further identifying this area on international mapping systems with the ice age words. One possibility, already included in Metro's Tonquin Trail plan, would enhance job creating possibilities by visitors and businesses, thus bringing new money into the area. The words "Ice Age" on international satellite mapping, GIS, GPS, visitor information and related media could better guide the public to the area. Many public and private organizations are just becoming aware of the economic possibilities and want to pursue them. The central location along I-5, I-205, highways to the Pacific Ocean, and the rapidly emerging wine industry enhance efforts.

The local area is generally included in maps in the 2009 federal legislation creating the Ice Age Floods National Geologic Trail from Montana, through Idaho, Washington and Oregon to the Pacific Ocean via the Columbia River. (explained further in accompanying documents). However, current planning of the national trail has not yet included our local area for detailed information or enhancements because the national and state planning officials are just learning of our interests. This would definitely show local interest.

Our request to add the words "Ice Age" to the Tonquin Trail name was first submitted to Metro's Tonquin Trail Steering Committee over two years ago, and again to Metro on May 29, 2012, (copy sent to you). However, no formal action has been taken to consider it in their master plan and they now advise they need signed consent of all of the above governments by mid-August in order to incorporate it into the master plan. Therefore, we ask your earliest consideration and cooperation. Thank you so much.

  
Yvonne Addington, Past President



August 27, 2012

Metro Regional Government  
Metro Council Tom Hughes and Council Members  
600 Northeast Grand Avenue  
Portland, OR. 97232

Subject: Changing the Name of the Tonquin Trail to the “Ice Age” Tonquin Trail

Dear Council President Tom Hughes and Members of the Metro Council:

For the past several years, Tualatin Chamber of Commerce, The Tualatin Historical Society and the City of Tualatin have been working in conjunction with the Washington County Visitors Association to create a Tourism initiative based on the geologic history of the Missoula Ice Age Floods some 12,000 to 17,000 years ago. As the Ice Age ended, Tualatin was carved by gigantic floods bursting down from today’s Montana and Canada. The waters moved icebergs carrying unusual boulders called “glacial erratics”. These monoliths were strangers to our region and are still being discovered today. The result makes up our beautiful community parks and trails including the “Ice Age” Tonquin Trail. The bones of giant mastodons, sloths and other mega-fauna have been discovered and are on display now in Tualatin.

In 2009, Congress established the Ice Age Floods National Geologic Trail in the states of Montana, Idaho, Washington and Oregon enabling the public to view, experience, and learn about the features and story of the Ice Age floods through the collaborative efforts of public and private entities. The national geologic trail will consist of a network of marked touring routes with interpretive opportunities distributed across this vast area.

The Metro Region has a very time sensitive and unique opportunity to connect itself with the creation of the National Park Service Ice Age Floods National Geologic Trail through a simple but descriptive name change. By adding “Ice Age” to the Tonquin Trail we will then be permanently linked to the master trail system and with the potential economic impact by bringing more tourists and scientific research to the communities that the regional trail will serve.

We want to thank the Metro Council in advance for your consideration to amending the name of the Tonquin Trail to the “Ice Age” Tonquin Trail. If you have further questions or comments, please do not hesitate to give us a call.

Sincerely,

Linda Moholt  
CEO

Kevin Ferrasci O’Malley  
Tualatin Chamber Board Chair

PO Box 701  
18791 SW Martinazzi Ave.  
Tualatin, OR. 97062

Phone: 503-692-0780  
Chamber@tualatinchamber.com  
www.TualatinChamber.com

August 27, 2012

Metro Regional Government  
Metro Council President Tom Hughes and Council Members  
600 Northeast Grand Avenue  
Portland, OR 97232

Subject: **Tonquin Trail rebranding**

Dear Council President Tom Hughes and Members of the Metro Council:

On behalf of the Wilsonville Area Chamber of Commerce, I would like to encourage the Metro Council to consider the addition of *Ice Age* to the **Tonquin Trail** official name. It has come to my attention that there is a small window of opportunity to present the value of the association with the Department of Interior's project to create a national ice age floods trail and the Tonquin Trail. I think we should take advantage of that opportunity.

Wilsonville is rich with history, from Boone's Crossing to our agricultural roots, so we understand the importance of celebrating the past. With the Graham Oaks Nature Park having sections of the Tonquin Trail, we would welcome the name change and advocate that information be put in Graham Oaks, if appropriate. We believe that elevating the awareness of geological events will only add to the heritage of the area. The Metro Council has an opportunity to include our area in the recent federally created Ice Age Floods National Geologic Trail currently planned from Lake Missoula, Montana/Canada border through Idaho, Washington, down to the Columbia River to the Pacific Ocean.

I thank the Metro Board for your consideration. Please do not hesitate to contact me at 503-682-0411 or via email at [Steve@wilsonvillechamber.com](mailto:Steve@wilsonvillechamber.com) for any questions or comments you may have.

Thank you,

A handwritten signature in black ink, appearing to read "Steve Gilmore". The signature is fluid and cursive, written in a professional style.

Steve Gilmore, CEO  
Wilsonville Area Chamber of Commerce



August 17, 2012

Mr. Carl Hosticka,  
Councilor, Dist. 3  
Metro  
600 N. E. Grand Ave.  
Portland, Oregon 97232-2736

Dear Mr. Hosticka:

As the organization dedicated to Sherwood, Oregon's economic opportunity and to a positive business climate in the region, we encourage adoption and inclusion of the word "Tonquin" to the official description of our geographic area. It would thus become the Tonquin Ice Age National Geologic Trail. The closer identification of the area in the National Park Service designation of the "Ice Age Floods National Geologic Trail" will provide significant local economic impact to educational, scientific and tourism communications regarding this unique resource.

The Sherwood, Tualatin and Wilsonville communities are part of the 21 miles of trails which follow much of the ice age flood trajectory. This will be a productive and meaningful partnership of the communities, the National Park Service, Metro and Oregon tourism.

Thank you for your consideration.

Leanna Knutson,  
President  
Sherwood Chamber of Commerce

Cc: Jane Hart, Metro Senior Regional Planner



**RESOLUTION 2012-051**

**A RESOLUTION IN SUPPORT OF CHANGING THE NAME OF THE TONQUIN TRAIL TO ICE AGE TONQUIN TRAIL**

**WHEREAS**, in 2009 Congress established the Ice Age Floods National Geologic Trail in the states of Montana, Idaho, Washington, and Oregon enabling the public to view, experience, and learn about the features and story of the Ice Age floods through the collaborative efforts of public and private entities; and

**WHEREAS**, the National Geologic Trail is in its earliest stages of planning through the leadership of the National Park Service and the Ice Age Floods Interagency Coordination Committee to collaborate and oversee the activities that will enhance interpretation of the Ice Age Floods story; and

**WHEREAS**, the National Geologic Trail will consist of a network of marked touring routes with interpretive opportunities distributed across the area and existing roadways that will link many of the region's geologic resources by way of a long, central pathway and designated loops and spurs; and

**WHEREAS**, Metro, in partnership with Clackamas and Washington counties, and the cities of Sherwood, Tualatin, and Wilsonville are now in the process of completing the Tonquin Trail Master Plan and will fund and operate the proposed 22-mile regional trail. Renaming the conceptual Tonquin Trail to Ice Age Tonquin Trail would require consensus from the partner jurisdictions.

**WHEREAS**, there may be funding opportunities by tying the Regional Trail to the National Trail, and linking the two trails may result in economic development by bringing more tourists and scientific research to the communities the regional trail will serve.

**NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

**Section 1.** The City of Sherwood supports changing the name of the Tonquin Trail to Ice Age Tonquin Trail.

**Section 2.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 18<sup>th</sup> day of September 2012.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

**TO:** Sherwood City Council

**FROM:** Tom Pessemier, Community Development Director

**Through:** City Attorney, Courtney Lords, Beery Elsner & Hammond

**SUBJECT: RESOLUTION 2012-052 RATIFYING THE SIXTEENTH AMENDMENT TO THE SHERWOOD URBAN RENEWAL PLAN TO AMEND PLAN GOALS AND UPDATE ZONING IN THE PLAN AREA**

**Issue**

Should the City Council ratify the sixteenth amendment of the Sherwood Urban Renewal Plan that revises sections in the Plan relating to Land Uses and Goals and Objectives?

**Background**

In 2000 the Urban Renewal Plan addressed Land Uses and Goals and Objectives to promote economic development within the district. In the fifth amendment to the plan the Cannery Property was approved for purchase. This resolution will support those two decisions and promote the public interest by furthering the goals and objectives of the Plan by promoting redevelopment and eliminating blight within the Plan Area.

The Urban Renewal District has considered the changes to the Plan and has adopted them.

**Financials**

The sale of existing assets in the Urban Renewal District will not count towards Maximum Indebtedness and will allow for more projects on the prioritized project list to be funded.

**Recommendation**

Staff respectfully recommends approval of Resolution 2012-052 to ratify the Urban Renewal Boards decision (URA Resolution 2012-018) to revise sections in the Plan relating to Land Uses and Goals and Objectives.



**RESOLUTION 2012-052**

**A RESOLUTION RATIFYING THE SIXTEENTH AMENDMENT TO THE SHERWOOD URBAN RENEWAL PLAN TO AMEND PLAN GOALS AND UPDATE ZONING IN THE PLAN AREA**

**WHEREAS**, the Sherwood Urban Renewal Agency Board (Agency Board) approved the Sixteenth Amendment to the Sherwood Urban Renewal Plan (Plan) to amend plan goals and update zoning references in the plan area; and

**WHEREAS**, the Sixteenth Amendment will promote private development and rehabilitation of the Cannery Property acquired pursuant to the Fifth Amendment to the Plan; and

**WHEREAS**, the Plan requires, under Section 503(A)(1), that the Council ratify certain minor amendments to the Plan, including amendments authorizing the assembly and disposition of land for redevelopment; and

**WHEREAS**, the properties acquired pursuant to the Fifth Amendment will be subject to future disposition and development agreements to further the Plan goals and objectives as required by ORS Chapter 457; and

**WHEREAS**, the City Council finds that the Sixteenth Amendment as adopted by the Agency Board will promote the public interest and further the goals and objectives of the Plan by promoting redevelopment and eliminating blight within the Plan area.

**NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

**Section 1:** The City Council hereby ratifies the Sixteenth Amendment as adopted by the Agency Board. A copy of the Amendment is appended hereto as Exhibit A, URA Resolution 2012-018 and incorporated herein by this reference.

**Section 2:** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 18<sup>th</sup> day of September, 2012.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder



## URA RESOLUTION 2012-018

### **A RESOLUTION OF THE SHERWOOD URBAN RENEWAL AGENCY APPROVING THE SIXTEENTH AMENDMENT TO THE SHERWOOD URBAN RENEWAL PLAN, DATED AUGUST 29, 2000 TO AMEND PLAN GOALS AND OBJECTIVES**

**WHEREAS**, the Urban Renewal Agency of the City of Sherwood (“Agency”) as the duly designated Urban Renewal Agency for the City of Sherwood, Oregon (“City”) is undertaking to carry out the Sherwood Urban Renewal Plan (“Plan”) which was approved by the City Council (“Council”) on August 29, 2000 by Ordinance No. 2000-1098; and

**WHEREAS**, the Plan requires, under Section 503(A)(1), that the Council ratify certain minor amendments to the Plan adopted by the Agency, including amendments authorizing the assembly of land for redevelopment; and

**WHEREAS**, the Plan’s goals and objectives include the promotion of private development; and

**WHEREAS**, the Agency’s Fifth Amendment to the Plan authorized the acquisition of property known as the “Old Cannery Site” for the purposes of eliminating blight and promoting economic development through the promotion of private development; and

**WHEREAS**, the Plan has not been updated to reflect current zoning in the renewal area, specifically zoning for the area of the Old Cannery Site; and

**WHEREAS**, the Agency has identified a need to amend the Plan’s Proposed Land Uses and Goals and Objectives to further encourage economic development by promoting private development of housing and mixed uses in the renewal area, especially the area known as “Old Town.”

### **NOW, THEREFORE, THE SHERWOOD URBAN RENEWAL AGENCY BOARD RESOLVES AS FOLLOWS:**

**Section 1.** The Sherwood Urban Renewal Agency does hereby approve the following minor amendments to the Plan (added language in **bold font**, deleted language indicated by ~~strikethrough~~):

## 302. RENEWAL PLAN GOALS AND OBJECTIVES

\*\*\*

The goals of this Plan are:

### A. Promote Private Development

Goal: To promote private development, redevelopment, and rehabilitation in both Old Town and Six Corners to help create jobs, tax revenues, and self-sustaining, vital, and vibrant commercial, **mixed use and residential** districts.

Objectives:

1. Enhance the environment for development and investment through improvements to streets, streetscapes, parks, and public buildings and spaces.
2. Assist property owners in rehabilitating buildings so they can accommodate more intensive and dynamic commercial activity.
3. Help create economic vitality by creating activities and encouraging uses that bring a significant number of potential shoppers and investors to each district.
4. Develop a strategy to make sports tournaments a contributor to economic revitalization of Old Town.
  - a. Construct recreational facilities that attract sports tournaments to Sherwood.
  - b. Develop a business strategy that encourages sports clubs to use recreational facilities for sports tournaments.
5. **Support and promote private mixed-use and residential housing development through the acquisition and disposition of real property in the renewal area, especially Old Town.**

\*\*\*

## 400. PROPOSED LAND USES

### A. Land Use Plan

\*\*\*

The Comprehensive Plan and Zoning applying to the Renewal Area are:

#### Residential Zones

The Low Density Residential (LDR) zoning district provides for single-family housing and other related uses with a density not to exceed five dwelling units per acre. Other uses include: manufactured homes; agricultural uses such as truck farming and horticulture; home occupations; group homes not exceeding five persons in residence, family day care providers, government assisted housing or residential care facilities; and public recreational facilities such as parks, playfields, sports and racquet courts.

The Medium Density Residential, Low (MDRL) zoning district provides for single-family and two-family housing, manufactured homes on individual lots and in parks, and other related uses, with a density not to exceed eight dwelling units per acre, while the Medium Density Residential, High (MDRH) district provides for a variety of medium density housing, including single-family, duplexes, and manufactured housing on individual lots, multi-family housing and other related uses, with a density not to exceed eleven dwelling units per acre. The High Density Residential (HDR) zoning district provides for higher density multi-family housing and other related uses, with a density ~~not to exceed sixteen~~ **range of 16.8 to 24** dwelling units per acre. **The Retail Commercial (RC) zoning district also allows residential development with the appropriate process. The Planned Unit Development (PUD) chapter of the Zoning and Community Development Code, which applies through an overlay to specified properties within the renewal area, further allows for flexibility and efficiency of land uses by permitting transfers of residential density within an approved PUD.**

#### 501. Redevelopment through New Construction

Redevelopment through new construction may be achieved by public or private property owners, with or without financial assistance by the Renewal Agency. To encourage redevelopment through new construction, the Renewal Agency is authorized to set guidelines, establish loan programs and provide below-market interest rate and market rate loans and provide such other forms of financial assistance to property owners and those desiring to acquire and redevelop property, as it may deem appropriate in order to achieve the objectives of this Plan. **The Agency is also authorized, in accordance with law, to acquire and dispose of property in the renewal area in order to promote and encourage redevelopment through new construction.**

**Section 2.** This Resolution shall be effective upon its approval and adoption. This Sixteenth Amendment to the Sherwood Urban Renewal Plan shall be effective upon its ratification by the City Council.

**Duly passed by the Sherwood Urban Renewal Agency Board this 18<sup>th</sup> day of September, 2012.**

---

Keith S. Mays, Chair

Attest:

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Sylvia Murphy, CMC, Agency Recorder

**TO:** Sherwood City Council

**FROM:** Brad Crawford, IT Director

**Through:** Joseph Gall, City Manager  
Nancy Werner, City Attorney

**SUBJECT:** Resolution 2012-053 authorizing the City Manager to sign the Fiber Optic Access Agreement with Oregon Department of Transportation for the sharing of fiber optic resources and connectivity of facilities.

**ISSUE:**

The City of Sherwood's Public Safety Division for some time has been looking for increased connectivity to Washington County Consolidated Communication Agency (WCCCA). Through the work with our partners at the Oregon Department of Transportation (ODOT), the City has been able to negotiate a Fiber Optic Access Agreement that will give the City this increased connectivity.

**BACKGROUND:**

The Sherwood Public Safety Division has had a need to increase the speed of its connection with WCCCA and more specifically the Computer Aided Dispatch (CAD) system that WCCCA maintains. With the somewhat recent changes to the CAD program, the existing WCCCA maintained wireless network is not sufficient for some for some CAD applications. By establishing a direct fiber connection between the City of Sherwood and WCCCA, Public Safety officials will be able increase productivity inside the CAD application and extend CAD features to other Public Safety users.

In researching connectivity options, the City found out that ODOT has a fiber network that is near the City of Sherwood's and connects directly to WCCCA. In discussing this with ODOT officials it was uncovered that ODOT has projects to improve traffic control signals and install traffic cameras along Highway 99W. In order for ODOT to make these improvements they needed fiber along Highway 99W, which the City has. After this was discovered the City and ODOT set out to establish a Fiber Optic Access Agreement that would allow the sharing of fiber resources and address our two connectivity needs.

In addition to sharing of fiber resources ODOT officials have agreed as a part of their traffic control improvement project to install four City provided wireless radios. These radios will extend the grant funded Public Safety Network to Highway 99W allowing for fast data communication on the highway.

**FINANCIALS:**

The City of Sherwood's financial obligations outlined in this agreement are paid through funds from the COPS Public Safety grant the City received in 2009. There will be a very small expense

estimated at less than \$1,000 that will come from the general fund once ODOT connects it's fiber to the City's fiber.

**RECOMMENDATION:**

**The staff respectfully recommends that Council adopt Resolution 2012-053 authorizing the City Manager to sign the Fiber Optic Access Agreement IGA with the Oregon Department of Transportation (ODOT).**



**RESOLUTION 2012-053**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE FIBER OPTIC ACCESS AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF SHARING FIBER RESOURCES AND CONNECTIVITY OF FACILITIES**

**WHEREAS**, the City of Sherwood's Public Safety Division has a need for greater connectivity to Washington County Consolidated Communications Agency (WCCCA) enabling increased productivity to the Computer Aided Dispatch (CAD) system; and

**WHEREAS**, the Oregon Department of Transportation has a need for connectivity on Highway 99w to improve their traffic control system in Sherwood; and

**WHEREAS**, the City of Sherwood and the Oregon Department of Transportation have fiber optic networks in close proximity of each other and have connectivity on Highway 99w and the Washington County Consolidated Communications Agency; and

**WHEREAS**, The Sherwood City Council hereby resolves that signing the Fiber Optic Access Agreement with the Oregon Department of Transportation will benefit the City's Public Safety Division and residents of the City of Sherwood.

**NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

**Section 1.** The City Manager is authorized to sign the Fiber Optic Access Agreement with the Oregon Department of Transportation, Agreement #28919 attached as Exhibit A.

**Section 2.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 18<sup>th</sup> day of September 2012.**

\_\_\_\_\_  
Keith S. Mays, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, CMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT  
Fiber Optic Access Agreement**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT;" and THE CITY OF SHERWOOD, acting by and through its elected officials, hereinafter referred to as "CITY," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. ODOT entered into Agreement No. 27333 with Washington County for ODOT's US26: VMS 185 to Cornell/Sherwood/I-84 at 223<sup>rd</sup> Project that covers the design and installation of variable message signs, cameras and road weather information systems.
3. This Agreement will allow ODOT and CITY to cooperatively deploy a fiber optic network for joint use. The fiber optic network will improve traffic management in the Sherwood area, improve data sharing for incident management and transportation operations, as well as, provide connectivity with other public entities, while reducing operating costs associated with Intelligent Transportation Systems (ITS) and traffic management equipment deployment.

**NOW THEREFORE**, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority the ODOT and CITY agree to exchange access to fiber optic cables and related facilities as shown on Exhibit A, attached hereto and by this reference made a part hereof (the "Project").
2. Except as otherwise set forth in this Agreement, each Party is responsible for its individual costs associated with the installation, maintenance, and operation of the Project.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate ten (10) calendar years following the date all required signatures are obtained.

**ODOT OBLIGATIONS**

## ODOT/CITY

Agreement No. 28919

1. ODOT shall provide CITY access to one (1) fiber pair from the ODOT camera control cabinet located on the West side of Interstate Five (I-5) next to the southbound I-205 off ramp to the ODOT control cabinet at Highway 26 and 185th Avenue, as shown in Exhibit A.
2. ODOT shall provide CITY with two (2) fiber pairs on ODOT-installed laterals at the following intersections with 99W: Sunset Boulevard, Meinecke Road and Edy Road. (The fiber referred to in paragraphs 1 and 2 of this Section shall collectively be referred to as "ODOT Fiber.")
3. ODOT shall provide to CITY, space inside the ODOT traffic control cabinets at the five (5) 99W intersections in Sherwood for CITY to place its network equipment.
4. ODOT shall, at its own expense, install one (1) CITY-provided CAT5e or better cable, and CITY-provided wireless radio at the the following intersections with 99E (for a total of four (4) radios): Tualatin Sherwood Road., Edy Road., Meinecke Road., and Sunset Boulevard.
5. ODOT shall allow use of ODOT conduit by CITY at the Solar Site that runs to the ODOT camera control cabinet, as shown in Exhibit A.
6. ODOT shall maintain the ODOT Fiber and notify CITY of any expected outages. Any unexpected outages shall be repaired by ODOT as soon as reasonably practicable.
7. ODOT grants CITY the right to enter onto ODOT right of way for the performance of duties as set forth in this Agreement.
8. ODOT's Project Manager for this Project is Nathan Potter, Consultant Project Manager, ODOT – Region 1, 123 NW Flanders Street Portland, Oregon 97209, 503-731-4986, [Nathan.K.POTTER@odot.state.or.us](mailto:Nathan.K.POTTER@odot.state.or.us), or assigned designee upon individual's absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## CITY OBLIGATIONS

1. CITY shall provide ODOT access to one (1) fiber pair along Highway 99W, starting at the Edy Road intersection and ending at the Sunset Road intersection, as shown in Exhibit A.
2. CITY shall, at its own expense, construct a fiber optic cable from the shared ODOT vault at the ODOT Solar Site located at the I-5/I-205 interchange, to the ODOT camera control cabinet located on the West side of I-5 next to the southbound I-205 off ramp, as shown in Exhibit A. (The fiber referred to in paragraphs 1, 2, and 3 of this Section shall collectively be referred to as "CITY Fiber".)

3. CITY shall designate one (1) conventional/course (CWDM) optical wavelength from the ODOT camera control cabinet to the first ODOT fiber access point on 99W in Sherwood for ODOT's exclusive use, as shown in Exhibit A (the "Wavelength").
4. CITY shall provide and maintain, at its own expense, equipment to convert the Wavelength into a standard copper Gigabit Ethernet circuit.
5. CITY shall, at its own expense complete all splicing of ODOT-installed fiber laterals at the following intersections on 99W: Edy Road, Meinecke Road, and Sunset Boulevard.
6. CITY shall maintain the CITY Fiber and notify ODOT of any expected outages. Any unexpected outages shall be repaired CITY as soon as reasonably practicable.
7. CITY grants ODOT the right to enter onto CITY right of way for the performance of duties as set forth in this Agreement, provided that ODOT first receives all required permits.
8. CITY's Project Manager is Brad Crawford, IT Manager, City of Sherwood, 22560 SW Pine Street, Sherwood Oregon 97140, 503-625-4203, [crawfordb@ci.sherwood.or.us](mailto:crawfordb@ci.sherwood.or.us), or assigned designee upon individual's absence. CITY shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:
  - a. If the Party fails to perform any of the other provisions of this Agreement, in accordance with its terms, and after receipt of written notice from the terminating Party fails to correct such failures within ten (10) days or such longer period as the terminating Party may authorize.
  - b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the terminating Party is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or CITY with respect to which the other Party may have liability, the notified Party

must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing.

- 5.
6. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
7. All employers, including both Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its contractors complies with these requirements.
8. Both Parties shall perform the service under this Agreement as independent contractors and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
9. Both Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530, and 279B.270, incorporated herein by reference and made part hereof. Without limiting the generality of the foregoing, both Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) The Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
10. The Parties acknowledge and agree that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CITY which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
11. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

12. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

ODOT/CITY  
Agreement No. 28919

**The CITY OF SHERWOOD**, by and  
through its elected officials

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Counsel

Date \_\_\_\_\_

**CITY Contact:**

Brad Crawford, IT Manager  
City of Sherwood  
22560 SW Pine St.  
Sherwood, OR 97140  
503-625-4203  
crawfordb@ci.sherwood.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
State Maintenance and Operations  
Engineer

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Date \_\_\_\_\_

**REVIEWED FOR ODOT BY**

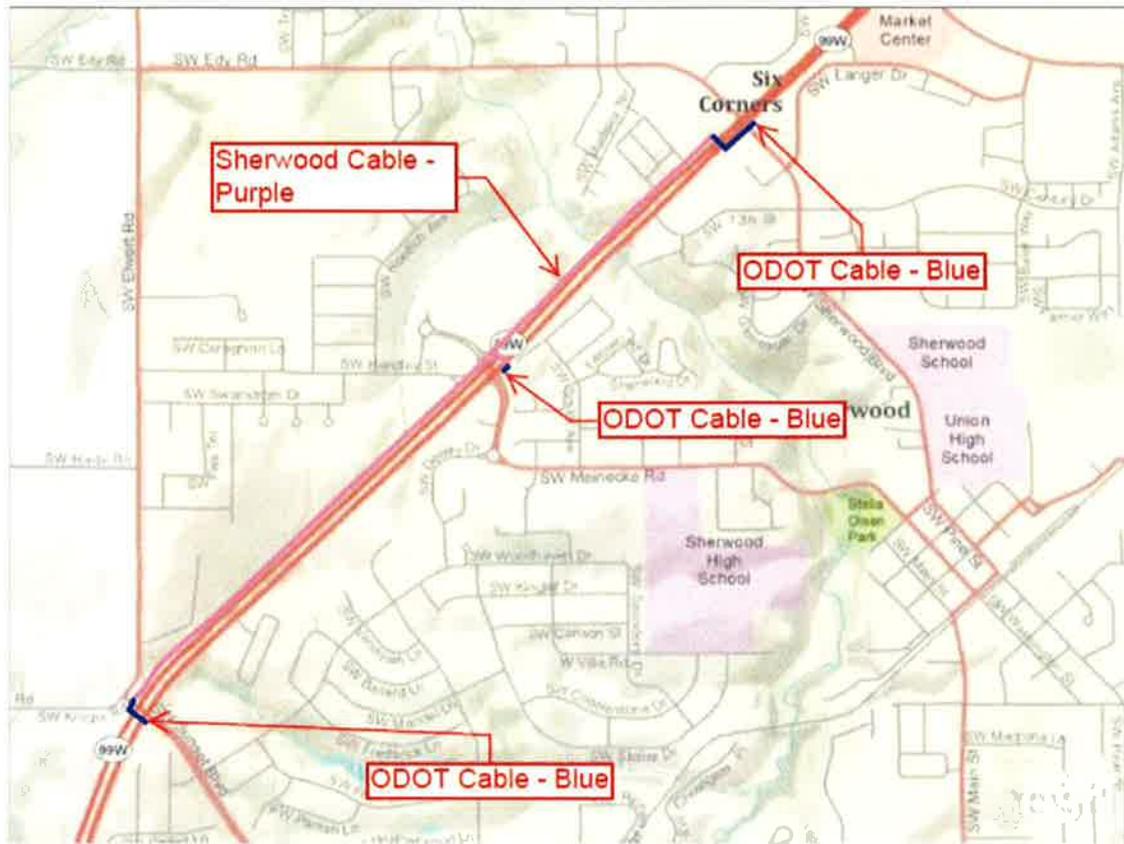
By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

**ODOT Contact:**

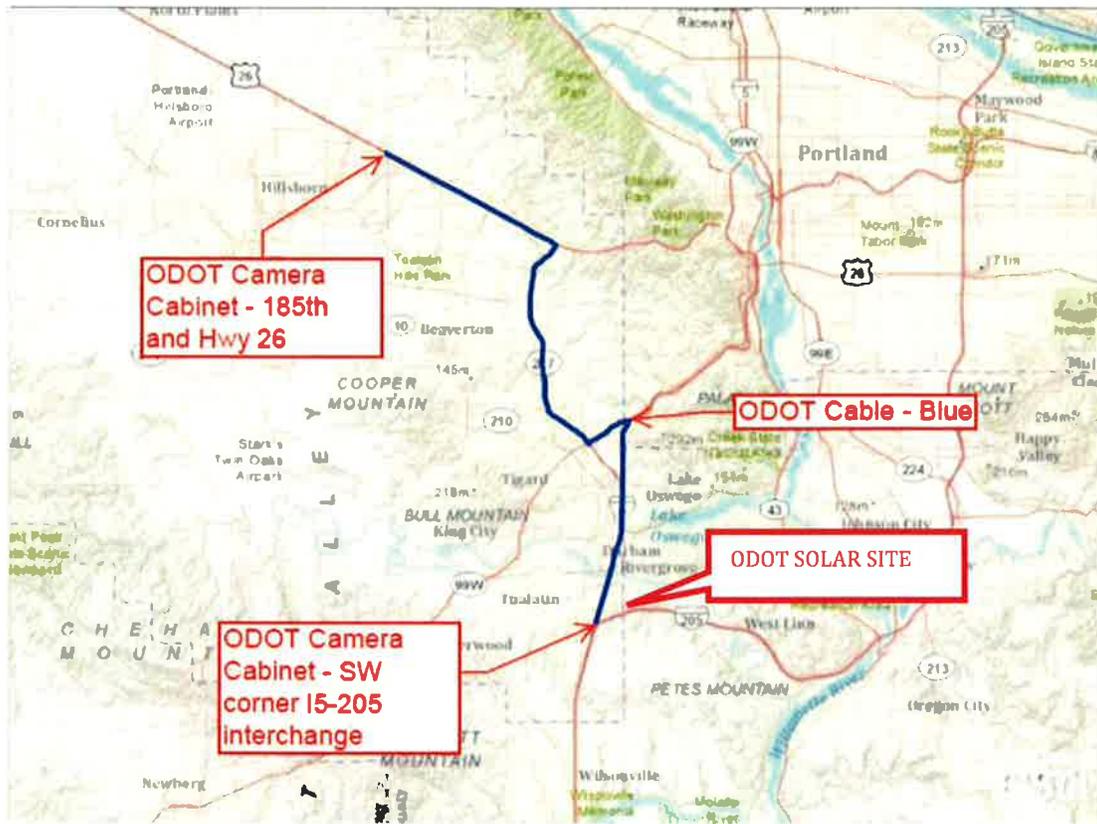
Doug Spencer, ITS Standards Engineer  
ODOT – Office of Statewide Maintenance  
644 A St.  
Springfield, OR 97477  
503-856-6528  
doug.l.spencer@odot.state.or.us

**EXHIBIT A – Project Location Map 1**



Oregon Metro, TomTom, Intermap, Esri, METI/NASA, DeLorme, NAVTEQ, USGS, USDA, EPA

**EXHIBIT A – Project Location Map 2**



MRLC, Oregon DOT, Oregon GEO, State of Oregon, TomTom, U.S. Forest Service, AAFC, NPS, NRCAN, Esri, DeLorme, NAVTEQ, USGS, USDA, EPA, NGA

### Field House Monthly Report August 2012

<u>August-12</u>	<u>Aug-12</u>		<u>YTD</u>		<u>Aug-11</u>
					Est.
<b>Usage</b>		People		People	People
	<u>Count</u>	<u>Served*</u>	<u>Count</u>	<u>Served*</u>	<u>Served</u>
Leagues	3	315	3	630	700
Rentals	19	266	84	1176	2325
Other (Classes)					
[1] Day Use	5	11		28	16
<b>Total Usage</b>		<b>592</b>		<b>1834</b>	<b>3041</b>
<b>Income</b>	<b>Aug-12</b>	<b>YTD</b>			
Rentals	\$1,100	\$4,520			
League fees (indoor)	\$1,870	\$5,846			
Card fees (indoor)	\$30	\$140			
Day Use	\$48	\$124			
Advertising					
Snacks	\$129	\$223			
Classes					
<b>Total</b>	<b>\$3,177</b>	<b>\$10,853</b>			
<b>FY 11-12</b>					
<b>Income</b>	<b>Aug-11</b>	<b>YTD</b>			
Rentals	\$4,560	\$5,165			
League fees (indoor)	\$6,325	\$6,905			
Card fees (indoor)	\$130	\$190			
Day Use	\$9	\$30			
Merchandise					
Snacks	\$192	\$312			
Classes					
<b>Total Income</b>	<b>\$11,216</b>	<b>\$12,602</b>			

\*Estimated number of people served based on all rentals have a different # of people. Along with each team will carry a different # of people on their roster.

### **Active Rec Happenings during the month of August 2012**

Youth Baseball started their fall ball league at Snyder Park and Hopkins on August 19 this is a Sunday only league.

Youth Softball will be starting fall ball on September 9th at the high school this is also a Sunday only league.

Youth soccer is in full swing with practice for all teams going strong. They held their jamboree at the high school on August 25<sup>th</sup>. They will start game September 8<sup>th</sup>.

Youth football will also start games on September 8<sup>th</sup>.

Sherwood Youth football hosted a referee training for Tualatin Valley Youth Football League officials; this includes officials from all over the Portland Metro area.

Youth cheer leading and Youth volleyball is in full swing as well.

Respectfully submitted

September 6, 2012

Lance Gilgan



## Sherwood Public Library – August 2012

	<u>Current Yr</u>	<u>Past Yr</u>	<u>% Change</u>
<b>Check out</b>	<b>34,370</b>	<b>35,312</b>	<b>-2.7%</b> (21% Self-check)
<b>Check in</b>	<b>26,643</b>	<b>27,533</b>	<b>-3.3%</b>

- New Library cards 102
- Volunteer hours 183.75 hours; equivalent to 1.06 FTE (26 volunteers)

### Monthly Activities

- Twenty-eight Baby, Preschool and Toddler Storytimes (625 children /463 adults = 1088 total) \*Teresa on vacation one week
- One Read-to-the-Dogs program
- Magazine Monday (free magazine giveaway)
- Library staff participates in individual “meet and greets” with new City Manager, Joe Gall
- 08/07 Summer Reading Program Event – BJ the Clown (200 attendees)
- Summer Reading Program sign-ups close; reward books and coupons available for pick-up from August 6 through September 7
- Adult Summer Reading Program concludes
- 08/15 Library Advisory Board Meeting
- 08/16 All-City Staff BBQ at Snyder Park
- 08/17 Library Staff Meeting
- Volunteer recruitment continues
- Library staff attended various regional, City and WCCLS meetings: Circulation & Cataloging