



*Home of the Tualatin River National Wildlife Refuge*

# **CITY COUNCIL MEETING PACKET**

**FOR**

**Tuesday, February 17, 2015**

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

**5:30 pm Work Session**

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

**~~URA Board of Directors Work Session~~  
~~(Following the City Council meeting)-CANCELLED~~**



Home of the Tualatin River National Wildlife Refuge

### **5:30 PM WORK SESSION**

1. Water 101 Presentation
2. Metro-Update from Councilor Dirksen (6:30 pm)

### **REGULAR CITY COUNCIL MEETING**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. CONSENT AGENDA

- A. Approval of February 3, 2015 City Council Meeting Minutes
- B. Resolution 2015-016 appointing Amy Miller Juve to the Police Advisory Board (Jeff Groth, Police Chief)
- C. Resolution 2015-017 appointing Bob Silverforb to the Police Advisory Board (Jeff Groth, Police Chief)
- D. Resolution 2015-018 appointing Christian Verkest to the Police Advisory Board (Jeff Groth, Police Chief)
- E. Resolution 2015-019 appointing Christopher West to the Police Advisory Board (Jeff Groth, Police Chief)
- F. Resolution 2015-020 appointing David McCart to the Police Advisory Board (Jeff Groth, Police Chief)
- G. Resolution 2015-021 appointing Diane Foster to the Police Advisory Board (Jeff Groth, Police Chief)
- H. Resolution 2015-022 appointing Laurie Zwingli to the Police Advisory Board (Jeff Groth, Police Chief)
- I. Resolution 2015-023 appointing Rich Miller to the Police Advisory Board (Jeff Groth, Police Chief)
- J. Resolution 2015-024 appointing Sean Garland to the Police Advisory Board (Jeff Groth, Police Chief)
- K. Resolution 2015-025 authorizing the City Manager to sign the updated 2015 IGA with the City of Portland for the purposes of continued participation in the Regional Justice Information Network (Jeff Groth, Police Chief)

### **AGENDA**

**SHERWOOD CITY COUNCIL  
February 17, 2015**

**5:30 pm Work Session**

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

**~~URA Board of Directors  
Work Session  
(following the City Council Mtg.)~~  
CANCELLED**

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

- L. **Resolution 2015-026 ratifying the contract agreement between the City of Sherwood and the American Federation of State, County and Municipal Employees (AFSCME); and authorizing the City Manager to sign the Successor Collective Bargaining Agreement between the City of Sherwood and AFSCME (Tom Pessemier, Assistant City Manager)**

**6. PRESENTATIONS**

- A. **Eagle Scout Recognition**

**7. CITIZEN COMMENTS**

**8. NEW BUSINESS**

- A. **Resolution 2015-027 assessing sidewalk construction costs on 22050 SW Hail Place Sherwood, Or 97140 and directing the City Recorder to enter such assessment in the City's Lien Docket (Craig Sheldon, Public Works Director)**
- B. **Resolution 2015-028 authorizing the City Manager to enter into a professional services contract with AMEC Foster Wheeler for environmental consultant services associated with the Tannery Brownfield Site Assessment (Julia Hajduk, Community Development Director)**

**9. CITY MANAGER REPORT**

**10. COUNCIL ANNOUNCEMENTS**

**11. ADJOURN ~~to URA BOARD WORK SESSION~~**

**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 Sherwood Post Office. Council meeting materials are available at the Sherwood Public Library.

**To Schedule a Presentation before Council:**

If you would like to schedule a presentation before the City 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, 503-625-4246 or [murphys@sherwoodoregon.gov](mailto:murphys@sherwoodoregon.gov)



**SHERWOOD CITY COUNCIL MEETING MINUTES**  
**22560 SW Pine St., Sherwood, Or**  
**February 3, 2015**

**WORK SESSION**

1. **CALL TO ORDER:** Mayor Krisanna Clark called the meeting to order at 5:40 pm.
2. **COUNCIL PRESENT:** Mayor Krisanna Clark, Council President Sally Robinson, Councilors Linda Henderson, Dan King, Jennifer Harris and Jennifer Kuiper.
3. **STAFF PRESENT:** City Manager Joseph Gall, Administrative Assistant Colleen Resch, and City Recorder Sylvia Murphy.
4. **TOPICS:**

**A. City Council Vacancy Interviews**

The Council interviewed Russell Griffin and Ivonne Gebhardt. The Council members were provided with copies of five candidate applications for consideration, (see record, Exhibit 1). The candidates also considered for appointment were Anthony Bevel, Renee Brouse and Beth Cooke. Interviews of these candidates were previously conducted during a prior consideration of appointment to a Council seat in November 2014.

*Note: Councilor King left the meeting after the interviews concluded and returned at 6:27 pm.*

**B. Joint Session with Planning Commission**

Mayor Clark took a two-minute break to welcome members of the Planning Commission.

**Commissioners Present:** Russell Griffin, Lisa Walker, Alan Pearson, Jean Simson and Beth Cooke.

5. **Staff Present:** City Manager Joe Gall, Julia Hajduk, Community Development Director, Brad Kilby Planning Manager, Connie Randall Associate Planner, Michelle Miller Senior Planner, Ty Hanlon Police Captain, Jeff Groth Police Chief, Administrative Assistant Colleen Resch, and City Recorder Sylvia Murphy.

**Code Amendments** – Connie Randall, Associate Planner provided the Council with copies of documents previously emailed to the Council (see record, Exhibit A-Email from City Engineer, Bob Galati: Exhibit B-Draft Planning Commission recommendation dated January 27, 2015; Exhibit C-Planning Commission

Meeting Minutes dated December 9, 2014; Exhibit D-Proposed Code Amendment Table). Ms. Randall presented a power point presentation (see record, Exhibit E).

Ms. Randall reviewed the presentation and explained there were 52 proposed amendments to correct errors, increase consistency, consolidate definitions, clarify code language and to make two minor substantive changes.

Ms. Randall explained the substantive changes to Chapter 16.31, Item 10 Incidental Retail Sales in Industrial Zones and a change to Chapter 16.120, Item 44 Performance Bonds.

Ms. Randall recapped the background of the proposed code amendments beginning with a Planning Commission work session on April 8, 2014, Planning Commission work sessions on September 9, 2014 and October 28, 2014 and a Planning Commission public hearing on December 9, 2014. Ms. Randall explained the noticing requirements.

Ms. Randall explained the required findings as noted in Chapter 16.80.030.A Text Amendment Review and Chapter 16.80.030.C Transportation Planning Rule.

Ms. Randall explained the proposed amendments to Chapter 16.31.020 Item 10 and Chapter 16.134.040.A. Council Discussion followed.

**Marijuana Dispensaries** – Michelle Miller, Senior Planner provided the group with a staff memo (see record, Exhibit F) and explained. Michelle presented a power point presentation (see record, Exhibit G) and recapped the presentation. Discussion followed.

Police Chief Jeff Groth presented information regarding Youth and Marijuana (see record, Exhibit H) and recapped the presentation. Discussion followed.

## **6. ADJOURN**

Mayor Clark adjourned the work session at 7:03 pm and convened to a regular Council meeting.

## **REGULAR SESSION**

- 1. CALL TO ORDER:** Mayor Clark called the meeting to order at 7:10 pm.
- 2. COUNCIL PRESENT:** Mayor Krisanna Clark, Council President Sally Robinson, Councilors Linda Henderson, Dan King, Jennifer Harris and Jennifer Kuiper.
- 3. STAFF AND LEGAL COUNSEL PRESENT:** City Manager Joseph Gall, Assistant City Manager Tom Pessemier, Police Chief Jeff Groth, Police Captain Ty Hanlon, Community Development Director Julia Hajduk, Community Services Director Kristen Switzer, City Engineer Bob Galati, Building Official Scott McKie, Permit Technician Karen Brown, Library Manager Adrienne Doman Calkins, Cultural Arts Center Manager Maggie Chapin, Administrative Assistant Colleen Resch, and City Recorder Sylvia Murphy. City Attorney Chris Crean.
- 4. PRESENTATIONS:**

## A. State of the City Address

Mayor Krisanna Clark came forward and said it is a pleasure to give the first State of the City address. She stated other cities in our municipalities give this address and said it is an opportunity to promote Sherwood. She stated Sherwood is and continues to be one of the most livable cities in Oregon and has been recognized nationally in Family Circle and Money Magazine. She said the unique mixture of a growing emerging community with a small town feel draws new residents every year and keeps the current residents interested and invested in the community. She stated Sherwood has top ranking schools, beautiful parks, strong youth programs and faith communities. She said we can boast two of our own recreational centers, the Sherwood Field House and the Sherwood Recreational Facility as operated by the YMCA. She stated the Senior Center has recently been updated which is also another multi-use facility. She stated Sherwood has a beautiful outdoor amphitheater at Stella Olsen Park with new modern facilities. She said Stella Olsen Park is erecting a new play structure that will be complete before the Music on the Green program this year. She said this is part of the long range maintenance plan on all parks that was brought forward last year by the City Council and that is a tribute to us looking forward. She said she wants to think about what are the things that we need to look forward in the future in order to plan. She commented on the new Arts Center being built in downtown and said the grand opening is February 28 from 11 am to 4 pm. She said the facility was created as a multi-use facility and has individual seats in rows that fold back in a bleacher style, opening up a grand ball room that can accommodate round table banquet seating. She stated these are real theatre seats and not bleacher seats. She noted there are two classrooms: one wet and one dry. She said on the far side of the building are three generous building spaces which will be available to lease as a revenue source for the center. She stated that art centers are generally loss leaders so Sherwood thought ahead and added 3000 square feet that we can rent out regularly and also bring people to the center.

She said the one thing that stands out the most about Sherwood is how much people care about one another. She noted many of the amenities in Sherwood were started by regular citizens such as the Helping Hands Food Bank that was started by Gerald and Dotty Edy in a closet in the United Methodist Church because they saw a need for providing food to the most vulnerable. She stated that Roger and Cindy Aggson started the Give-n-Gobble Thanksgiving Run to help fund the Helping Hands and then Mike and Shelly Rath took control of the run and every year it has continued to grow. She said the food closet now gives back to the Oregon Food Bank and has expanded to include a weekend backpack program to provide food for students on the assisted lunch program that have an opportunity to take a backpack full of food home for the weekend. She said one of the most innovative parts is that it not only provides assistance to those in need but also builds community. She said the backpacks are filled as one of the activities at the Springs Retirement Center. She said this is the Sherwood she has come to know. She commented on a similar program, Faith in Action and Good Samaritan Saturday that occurs twice a year and gives seniors that want to stay in their homes assistance with yard maintenance and window cleaning. She encouraged everyone to get involved in this program and commented on involving her family in this program and how they learned that it is important to think about more than just yourself in a community. She commented on two environmental programs that thrive in Sherwood, the One Tree for All sponsored by Clean Water Services and Trashpalooza which was started by resident Naomi Belov. She said the One Tree for All program has done several plantings in and around Sherwood and said last year she participated in phase 2 of a Woodhaven Park program. She said last year she joined Councilor Harris and many other citizens to remove trash from walkways and ditches at the Trashpolooza event. She said beautification of our town is important to citizens and is also on the City's agenda. She referred to the Sidewalk Repair Program that allows citizens to opt into a reduced fee to repair their sidewalk which keeps the sidewalks safe for all to enjoy and minimizes the impact on the homeowners. She commented

on the Façade Grants through the downtown business revitalization and said the most recent recipient was the Smockville Montessori School.

Mayor Clark introduced the newly elected City Councilors Jennifer Kuiper, Jennifer Harris and new Council President Sally Robinson and she said they have been an infusion of new positive energy. She said she looks forward to working with them as well as the already seated Council. She referred to the future and began discussing her top priorities as the new Mayor. She said they will talk about stuff and there will be no taboo subjects or hands off issues and no such thing as attacking a department or a partner. She said as an elected leader it is her responsibility to bring forward the hard questions and to solve problems. She said that is good leadership and effective government. She stated one of Mayor Middleton's goals was the completion of the Dog Park and she will be advocating to complete this goal by bringing a supplemental budget approval to achieve the goal of bringing a Dog Park to Sherwood. She said Mayor Middleton started a discussion about how we provide our police service to the citizens of Sherwood and said she will continue that discussion and do a cost-service analysis of contracting the police services with Washington County. She said this is not equivalent to closing the Sherwood Police Department. She stated the Police Officers deserve to have the most opportunity for the advancement possible without having to leave our department. She said in many Washington and Clackamas County cities communities have found financial and service benefits by contracting with the county police departments. She said she would like to investigate the possibilities with no preconceived goal or conclusion in mind. She said we all want to live in a safe community and a community where senior populations feel valued and appreciated. She stated Sherwood was referenced on a national television program "Good Wife" where one of the characters commented that nothing ever happens in Sherwood and she would like to keep it that way by providing the best police services possible at the lowest cost. She stated this month she will be bringing to Council under the Consent Agenda the formation of the Sherwood Police Advisory Board. She said as more citizens get involved in the planning and support of our City's employees the stronger we are as a community. She said another goal is to have City sponsored community gardens. She commented on attending a Smart Growth Conference and said one of the discussion topics was community gardens and how they can be instrumental in bringing generations together to work and learn about healthy foods and local agriculture. She said we have several independently owned and operated community gardens that are at capacity each year. She said she has received a generous offer from Our Table owners to assist in the production and educational programming. She said the last agenda item is the completion of a recycle program in all of the parks and City facilities. She commented on being good stewards and the need for a recycling program. She said she is proud of the planning staff that has developed, organized, publicized and created a citizen owner committee for our Pre-Concept Plan for Sherwood West. She said the staff received a record number of applicants for this committee and said she is excited about the new involvement. She said Sherwood is going to grow and she would like to see us attract new industry that is clean, high tech, professional with high paying jobs that employ citizens that can live and work in the City of Sherwood, and said we need to start planning now. She stated she is committed to encourage new members and new voices into all of our boards and commissions. She noted she will continue to be involved with Washington County and State Representatives that make the decisions impacting our major roads and highways. She said they have a unique positioning where we are bisected by two roads that we have no jurisdictions over. She stated Hwy 99 is controlled by ODOT and Tualatin Sherwood Road is controlled by Washington County and said it is important to have our voice heard in what happens with these roadways. She commented on having open dialogue with them regarding decisions made at the county and state level directly impacting our City's livability and said she will continue to be part of that discussion and the discussion of water planning. She referred to the important partnerships with the City of Wilsonville and the need to stay open and transparent as we plan for our future. She said she will be moving into her office on the

ground floor of City Hall this month in order to be more assessable to the citizens and said she is proud to work for the citizen and is proud of this Council to move Sherwood positively forward.

Mayor Clark addressed the next item on the agenda.

**5. APPROVAL OF AGENDA:**

**MOTION: FROM COUNCILOR KUIPER TO APPROVE THE AGENDA, SECONDED BY COUNCILOR HARRIS. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR.**

Mayor Clark addressed the next item on the agenda.

**6. CONSENT AGENDA:**

- A. Approval of January 10, 2015 City Council Meeting Minutes**
- B. Approval of January 20, 2015 City Council Meeting Minutes**
- C. Resolution 2015-012 Appointing Council Liaisons to City and non-city commissions, boards and committees**

**MOTION: FROM COUNCIL PRESIDENT ROBINSON TO APPROVE THE CONSENT AGENDA, SECONDED BY COUNCILOR KUIPER. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR.**

Mayor Clark addressed the next item on the agenda.

**7. CITIZEN COMMENTS:**

Jim Claus, Sherwood resident approached the Council and said the YMCA is a tenant and the building belongs to Sherwood. He said the idea was that they would be a nonprofit organization that cannot get involved politically or they lose their charter and the YMCA could run the facility cheaper than City staff. He commented on former Mayor Middleton's editorial and said if it is accurate the City is being stolen from. He said he doesn't know but has heard stories about the Y and encouraged the Council to look into it and said Sherwood owns that building and if they are making that kind of money off of us what else are they doing. He said they are tenants and said if they are making money he would rather see the Assistant City Manager running it for the City. He stated Sherwood put that asset in and anybody that is upset about investigating it has got their hand in the cookie jar and that is what he has heard. He said it is Sherwood's and we should treat it like Sherwood's.

Lathan Gorbett from the Oregon Resource Group approached the Council to discuss the issue of medical marijuana dispensaries and said he consults people in the industry in dispensaries, cultivation and manufacturing of different products. He said he attended the Council work session and said the conversation was one of the more intelligent one he has heard. He commented on fear based legislation conversations he has heard and said it is good and means well but doesn't legislate well. He provided statistics regarding traffic and said this is around the buffer zones. He said if you decide to put buffer zones beyond what the State has in place, and said the school buffer zones of 1000 foot was political and not based on statistical evidence, that having a 1000 foot buffer from a medical marijuana facility and a school actually provided any safety to anyone. He said what they have shown when putting a medical marijuana facility into an area traffic incidents do not change, underage use does not change, and crime



goes down. He said one of the speculative reasons why is because the regulations are heavy and much more than a liquor store. He said medical marijuana should be viewed differently than recreational marijuana and said the medical should be regulated similar to a pharmacy. He said the dispensaries look more like a pharmacy. He commented on the amount of regulations on medical marijuana and said it costs close to \$250,000 to set up a facility. He stated there is a waiting room and you have to show ID which is recorded and you have to show your card. He said there are cameras everywhere and they are professional. He stated the people in the industry have invested a lot of time and money over the last decade and the last thing they want is to get shut down because they broke one simple rule.

With no other citizen comments received, Mayor Clark addressed the next item on the agenda.

## 8. NEW BUSINESS:

### **A. Resolution 2015-013 Authorizing the City Manager to enter into a professional services contract with DKS Associates for the Sherwood TSP Project Implementation Refinement**

City Engineer Bob Galati presented the staff report and said the TSP update was funded through a Transportation Growth Management (TGM) Grant issued by ODOT. He said the grant had certain restrictions placed upon it based on which goals we were trying to meet and what we could do with the money and the timeframe in which to expend the funds and get the TSP project completed. He said with the grant they did what they could and met all the requirements. He stated the TSP has a cost statement based on orders of magnitude and he said they are rough estimates. He said this project will take all of the projects that were defined in the TSP and do a cost analysis on them so the data can be used for a rate study and the SDC analysis. He stated those costs will help define whether or not the SDCs are in line or can be reduced. He said that would be the next phase. He stated with the refined cost analysis the City can budget regarding what the project will cost and how the revenue will come in and how we can generate and plan better with this information. He said the contract price is \$52,000 with a 5% contingency of \$2,600 with a total not exceed cost of \$54,600.

Mayor Clark read from the staff report that the project will be funded from the transportation reserve fund and asked if this is a line item in the budget.

Mr. Galati said this project was budgeted as part of the TSP project and was budgeted last year. He said he then submitted for a TGM grant and was awarded the grant. He stated the money is sitting in a fund and the reserve fund is not SDC related.

Assistant City Manager Tom Pessemier said it would be in the Transportation Capital Fund and is a line item in the budget.

With no further questions Mayor Clark asked for a motion.

**MOTION: FROM COUNCILOR KUIPER TO ADOPT RESOLUTION 2015-013, SECONDED BY COUNCILOR HENDERSON. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR.**

Mayor Clark addressed the next item on the agenda.

**B. Resolution 2015-014 Renaming the former Machine Works Building site to Sherwood Center for the Arts**

Community Services Director Kristen Switzer said at the January 20 work session several options for names were presented to the Council. She said the name that had the most support was Sherwood Center for the Arts. She reported that the Cultural Arts Commission is in support of the name and she asked the Council to approve and adopt the resolution.

With no questions from the Council, Mayor Clark asked for a motion.

**MOTION: FROM COUNCILOR HENDERSON TO ADOPT RESOLUTION 2015-014, SECONDED BY MAYOR CLARK. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR.**

Mayor Clark addressed the next item on the agenda.

**C. Resolution 2015-015 Adopting rates and a Fee Schedule for the Sherwood Center for the Arts**

Community Services Director Kristen Switzer reminded the Council that the draft fee schedule was discussed at the January 20 work session. She said staff changed some language regarding deposits and the prime time and not prime time hours. She stated it is basically the same and said staff has looked at comparables and said this is in the marketplace. She said the fees will be reassessed once staff is in the building and adjustments can be made.

Council President Robinson said business hours were not defined on the fee schedule.

Ms. Switzer said business hours will probably be 9 am - 6 pm or 10 am - 6 pm Monday through Friday. She said the fee is based on staff already being in the building. She stated anything outside of those hours is when there would be a monitor on site and the fees would increase. She said in the marketing material that time will be identified and said that time could change as well.

Councilor Harris suggested that if someone wants to rent a classroom for a full day maybe there should be a full day price break.

Mayor Clark asked if that is something staff would like to discuss now.

Ms. Switzer suggested waiting until we get in the facility and see how it is being utilized and said that is a good suggestion.

With no further question Mayor Clark asked for a motion.

**MOTION: FROM COUNCILOR HARRIS TO ADOPT RESOLUTION 2015-015, SECONDED BY COUNCILOR HENDERSON. MOTION PASSED 6:0, ALL PRESENT MEMBERS VOTED IN FAVOR.**

Mayor Clark addressed the next item on the agenda.

**D. Council Appointment to Vacant Council Seat**

Mayor Clark reported that the Council has gone through an interview process and asked the City Recorder to explain the voting process.

Ms. Murphy stated similar to the prior process, the Council conducted interviews and upon the conclusion of those interviews they followed the Municipal Code which states that the Council will consider those interviewees and by a nomination process they can nominate to put an individual's name on a ballot. She said the Council will proceed with a ballot vote and the ballot must indicate a name and the ballots will be tallied. She said the Council will continue to vote by ballot until there is a candidate with a majority of the votes. She reminded the Council that previously there was a motion to include all candidates on the ballot rather than having a nomination process. She said considering that process she produced ballots with all of the applicants on the ballot and if the Council chooses to not go in that direction she will need a few minutes to redo the ballots.

Mayor Clark asked if the candidate selected needs a majority of the Council votes or just the most votes.

City Attorney Crean said the Charter requires a majority of the Council which is 4 votes in order to be appointed.

Mayor Clark asked if the Council was in agreement to use the ballots provided by the City Recorder.

Councilor Harris agreed to use the provided ballots.

Councilor Kuiper agreed to use the provided ballots and asked Mr. Crean if Council appointments are required by the Charter or the Municipal Code.

Mr. Crean said the Charter provides two procedures for filling a vacancy. He said if there is more than 13 months left in the term it has to be done by an election and if there is less than 13 months the seat can be filled by appointment. He said the authority to appoint is discretionary and the Council could decide not to appoint and wait until the next election.

Councilor Kuiper commented on the qualified pool of applicants and commented that if you have someone running for a Council office in the future and are pursuing an appointment and said she has a concern about bringing someone on Council that is involved in an election. She said the other side is that if you have someone that applies and has the credentials and the desire to serve.

Council President Robinson commented that Beth Cooke has experience above and beyond and would make an excellent appointment. She noted that Ms. Cooke and Mr. King are running in the March election and said it would be good for the public to see how those candidates are performing their job. She said should Ms. Cooke be appointed it is an opportunity to see how she performs. She stated that Council has not rushed to judgment and has had a couple of meetings and did not immediately appoint someone. She stated she reviewed the interviews that were recorded previously and said the Council had two interviews tonight. She said there has been a process and they followed it and she is ready to vote. She said it is important to move the City forward and an appointment is needed should a tie event occur.

Councilor Harris said when this process started she watched the interviews and reviewed the applications and said she used her Human Resources perspective and from that perspective there is one candidate that is over qualified and would be an asset. She said Beth Cooke has prior government experience and

is a standout candidate. She agrees that we need a full Council and said the next election is not until May.

Mayor Clark asked the City Recorder if everyone is on the ballot or if the Council has to nominate them.

Ms. Murphy said everyone is on the ballot as she followed the process of the previous appointment. She said it is the Council's discretion and they do not have to follow that process and can have a nomination process if they choose.

Councilor King said all of the candidates are qualified. He stated he is concerned about one candidate that serves on the Planning Commission. He said he served on the Planning Commission for a year and understands the boundaries and rules of how the Planning Commission works. He commented on the video from the last Planning Commission meeting where they voted on the PUD for the D.R. Horton development on Hwy 99. He said when the Planning Commission came to a vote on the PUD this particular person decided to abstain and that is not a luxury you have on the Planning Commission. He stated the Planning Commission goes through the requirements and if everything is met it is not a political thing of whether you like it or not, you either approve it or deny it based on those qualifications of whether they met the requirements. He said this particular person expressed in the video that even though the development meets all of the requirements she still had a dissatisfaction with something that had nothing to do with the requirements and she abstained. He said you don't make that kind of decision on the Planning Commission and this made him question how she would reason other things on the board and this board in particular because it is political. He referred to the Council being political and politically divided and noted they still voted unanimous on items tonight. He said he does not see any future legislation between here and May where the Council will be divided and said they could function with a board of 6. He said it would be better to let the voters fill the Council seat than to appoint tonight. He said based on what he has seen on this persons performance he has a concern. He said she has the qualifications but when it comes to the decision making process and making a decision he has a concern whether it is politically expedient or not.

Councilor Henderson asked staff if the position that is up for appointment will be handled in the next available election which is May. She said the next available election is not May but March and if we appoint a candidate that is running in the March election for a position that was vacated in September and then they win the election in March that election will not be certified before the deadline to file for the May election. She said the May election deadline is March 23 with Washington County. She said her concern is that each election costs somewhere from \$10,000 to \$15,000 because we are not sharing the election with anyone else on the ballot. She said it is \$1.50 to a \$2.00 per registered voter and we have 10,300 registered votes. She said if that necessitates having an additional election in September then we have almost paid for the Dog Park.

Mayor Clark asked why we would have a third election.

Councilor Henderson said she is not sure how the applicants for the May election will work out. She said Beth Cooke is a candidate for the March election and the Council is considering appointing her to a seat that is not the March election. She referred to vacating another seat and the certification for that election will not be until after the deadline for the May election.

Ms. Murphy said she did not have the specific dates as far as when the City will receive the certified election results from the County. She said the County has a timeline that they have to meet to provide us

with that information then the Council has to adopt that information to make it official. She referred to the scenario of Ms. Cooke being appointed this evening and running in the next election and said if she does win in March the Council will then have to determine another seat vacant.

Councilor Harris clarified that we have two vacant seats and if Ms. Cooke wins the election she would be taking Councilor King's position so we would be appointing someone but the May election would still happen for the open seat. She said there could be an appointment if they decide to appoint a 7<sup>th</sup> member but it would not include a September election.

Mr. Crean said the Charter says the seat is filled at the next available election after the seat is determined vacant.

Councilor Harris stated there are two vacant seats right now. She said Councilor King is serving as an interim so his seat is technically vacant and is on the March ballot.

Mayor Clark referred to the seat they are considering appointing an interim too and said that is the May election position. She said it would be an appointment process not a September election.

Councilor Harris stated whoever the Council appoints is irrelevant to the election process.

Mayor Clark said it is irrelevant and stated one person is appointed and one person is elected.

Council President Robinson called the question.

Councilor Henderson noted she wasn't done speaking and said the March election will not be certified before the May election deadlines have happened. She said the seat vacancy application process for the current seat will be before the March election is certified and said it is confusing to potential applicants and if you appoint somebody to the vacant seat it still has to be done by an election because it is greater than 13 month. She said it is a confusing process to appoint somebody that is already running for an office. She commented on the application pool and said having a full Council is an advantage but not required. She referred to the applicant Russell Griffin who currently serves on the Planning Commission alongside Commissioner Cooke, and said she is in favor of Mr. Griffin because he represents a group of interested residents and businesses that are not represented at the table who work or live in Old Town. She stated he is not running in the March election which would clarify and allow the voters to cast their ballots based on the candidates they see. She said she is concerned about the March election and said Councilor King is the only candidate that submitted information for the Voter's Pamphlet. She commented on the money that Sherwood will spend on the election and questioned why the other two candidates did not submit information for the Voter's Pamphlet. She said it would be simpler to appoint someone that is not running in the next election and that is what she has heard from constituents. She is also concerned about the cost of special elections.

Mayor Clark commented on the number of applicants and the benefits of new voices. She referred to Councilor King's comments and said instead of talking about someone he supported he spoke about a candidate he did not want appointed. She said she would prefer to hear why someone is good and well suited to sit on Council. She stated it is not confusing because we have two open seats and will have two elections. She said the May appointment is because someone on Council ran for the Mayor's seat and that created the May appointment and because Robyn Folsom resigned after the election deadline for the November election so we have this seat open. She commented on having someone with experience that

could start right away. She said after listening to the interviews and reading the applications she agrees that Beth Cooke is overqualified and how she wants to campaign is irrelevant. She said her vote will be for Beth Cooke. She stated the question has been called and asked the City Recorder to handout the ballots.

The City Recorder informed the Councilor to indicate on their ballots that this is round 1 and said they need to select one individual and sign the ballot.

Councilor Harris asked what happens if they all vote for someone different.

Mayor Clark said they need a majority of 4.

All ballots were completed and returned to the City Recorder and City Manager Gall tallied the ballots and announced there is a majority with 4 votes for Beth Cooke and 2 votes for Russell Griffin. (see record, Exhibit I).

Mayor Clark stated pursuant to Sherwood Municipal Code Chapter 2.04.034 Beth Cooke has received the highest number of votes and is hereby declared to be appointed to fill the vacant Council seat position. She said Beth Cooke will be seated as a City Councilor upon taking the Oath.

Mayor Clark recessed the meeting at 8:20 pm and reconvened at 8:25 pm.

Beth Cooke came forward and Mayor Clark administered the Oath of Office. Ms. Cooke took a seat at the dais.

Mayor Clark addressed the next item on the agenda.

## **9. PUBLIC HEARINGS:**

### **A. Ordinance 2015-002 Amending Chapter 8.12 of the Sherwood Municipal Code to adopt by reference the 2014 State Fire Code and adopting the 2014 Tualatin Valley Fire and Rescue Fire Prevention Code**

Building Official Scott McKie and Tualatin Valley Fire and Rescue (TVFR) Deputy Fire Marshal John Wolff approached the Council and stated that every three years an updated version of the Oregon Fire Code is adopted by the Oregon State Fire Marshal. Mr. McKie said when this code is adopted by the State the City is also required to adopt the current code. He said TVFR also amends their Rescue Fire and Prevention Code and each city in their district is also required to adopt the local fire districts current code. He stated this ordinance will amend the Sherwood Municipal Code to reflect these newly adopted codes which are the 2014 Oregon Fire Code and the 2014 Tualatin Valley Fire and Rescue Fire Prevention Code.

With no questions from the Council, Mayor Clark opened the public hearing and with no one coming forward she closed the public hearing.

Councilor Harris clarified that this is just aligning the City with the State Code.

Mr. McKie said that is correct and we are required by law to adopt the State adopted codes.

The City Recorder reminded the Council of the new process for ordinances of having a first and second reading.

Mayor Clark polled the Council regarding the first and second reading process.

Councilor Kuiper said the Charter Review Committee decided to require two readings and only in an emergency situation should the Council move to adopt. She suggested if this is not an emergency they should wait and have a second reading.

Mayor Clark said that is reasonable and will give people another opportunity for input. She asked Mr. McKie if there is any reason why this couldn't wait for a second reading.

Mr. McKie said the sooner the better because the codes are already adopted by the State.

Mayor Clark asked if this ordinance could be placed on the next agenda.

City Manager Gall said it is already scheduled for the next meeting in two weeks. He said this is fairly common in other cities to adopt law over two reading. He said the intent is to allow the public to participate in the process. He said if it was an emergency the staff report would have stated it and requested the Council to adopt in one reading. He stated that was the intent of the Charter Review Committee.

City Attorney Crean clarified that they are talking about two different issues which are the date of adoption versus the effective date and it is two different provisions of the Charter. He said in the Charter under Section 16 it states that *"adoption of an ordinance requires approval by majority of the Council at two separate meetings separated by 6 days, however (a)(3) says an ordinance may be adopted at a single meeting by unanimous vote of all City Councilors."* He said if it is unanimous an ordinance can be adopted at a single meeting. He asked if the ordinance takes effect immediately or in 30 days, and said that is addressed in Section 17 which states that an ordinance normally takes effect in 30 days unless the Council declares an emergency and in which case it can become effective immediately. He said the Council can adopt in one meeting if it is unanimous. He said the first rule in the Charter states that if it is an ordinance it should be adopted in two meetings with the exception of a unanimous vote. He said the effective date is 30 days from adoption with the exception of declaring an emergency.

Council President Robinson stated that the ordinance that went before the voters did not have an emergency clause that said you cannot adopt in one meeting so there is not a requirement that it has to be read at two meetings and said it was not clear in the legislation that was passed. She said on issues where there is no real dispute in adopting it should be done in one session.

Councilor Harris asked if the Council is required to adopt.

Mr. Crean said you have to adopt.

Councilor Harris said if the Council is unanimous and they have to adopt.....

Mayor Clark interjected that there was no public testimony and she agrees with Councilor Harris and Council President Robinson that a delay is not necessarily in the public's best interest.

Councilor Kuiper referred to the Charter language requiring two readings and the exception of not requiring a second reading if the vote is unanimous.

Mayor Clark asked for a motion.

**MOTION: FROM COUNCILOR HARRIS TO READ CAPTION AND ADOPT ORDINANCE 2015-002, SECONDED BY COUNCIL PRESIDENT ROBINSON. MOTION PASSED 7:0, ALL PRESENT MEMBERS VOTED IN FAVOR.**

*City Recorder Note: Vote included that of Beth Cooke, appointed to the City Council earlier in the meeting.*

Mayor Clark addressed the next item on the agenda.

## 10. CITY MANAGER REPORT:

Mr. Gall reminded the public and the Council of the Sherwood West Preliminary Concept Plan for 1200 acres west of the current city limits. He said it will be a 12 month process and it is important as we start to plan for growth. He said one of the first steps toward community engagement is Thursday, February 5 from 5 to 6 pm at Edy Ridge in the cafeteria. He said there will be a Community Advisory Committee meeting to follow at 6:30 pm. He said there is a 2 minute video that has been developed to illicit input from the community. He said now is the time to start talking about what the area will look like when it comes into the City. He noted it could be decades from now but this is the time to get involved. He announced there will be AV enhancements to the Community Room with new monitors and microphones. He stated the current equipment is analog and we need digital in order to broadcast the City Council and Planning Commission meetings live on the website and over the public access channel.

Mayor Clark addressed the next item on the agenda.

## 11. COUNCIL ANNOUNCEMENTS:

Mayor Clark announced Councilor Henderson's birthday.

Councilor Henderson said former Councilor Folsom baked a cake and invited everyone to have some after the meeting and thanked everyone. She announced that tomorrow night is Broadway Bits which is a fundraiser for the High School Choir program and said she will be a judge at the show. She commented on the amount of talent and leadership involved. She announced the VPA will be presenting Mary Poppins at the Sherwood Center for the Arts on March 5, 6 and 7 and March 12, 13 and 14 and said it is an all age community production. She announced the SFA Puzzle Tournament will be held in the Sherwood Police Department Community Room on February 21. She commented on the Police Advisory Board and said it is a new board that the Chief of Police brought forward. She referred to the earlier work session regarding marijuana and said that is an ongoing issue and she will be getting input from the new committee regarding this issue and bringing something before the Council. She announced that on March 20 at the Sherwood Center for the Arts there will be a Tom Grant Concert for a People to People fundraiser. She said it is a fundraiser to send two students who are two of eight from Oregon to be invited on the Student Ambassador Program where they will travel to Ecuador and the Galapagos Islands. She referred to a Teen Advisory Committee in Tualatin and asked Council if they would like staff to research



having a Teen Advisory Committee. She said she was invited to attend one of these meetings and said it would be valuable to look at in the future.

Councilor Kuiper encouraged everyone to attend Broadway Bits. She said she attended the Sherwood Tualatin River Wildlife Refuge Friends meeting and commented on the grants they are receiving and said they are well organized and she is looking forward to being a liaison to this group. She said she attended the Parks and Recreation Board meeting and commented on the final plan for Woodhaven Park.

Councilor Cooke thanked the Council for the opportunity to serve and said Sherwood is an amazing community and she sees many opportunities. She announced the Girl Scouts are sponsoring a Marijuana Education Forum at 6:30 pm Tuesday, February 24 at Saint Anthony's parish center. She announced the Oregon State Legislature started the 2015 session yesterday and she encouraged all of the citizens to visit the State Capitol and said our voices are an important part of the process and there are important pieces of legislation that will be discussed over the next two months.

Councilor Harris reported that 21,000 visited the Library in January. She said the Library hosted Holocaust survivor Alter Wiener on Saturday, January 24 and over 200 people attended and they had to turn away another 200 due to space. She said he is 88 years old and had stopped doing public appearances but because of the large number of people turned away he agreed to do an encore performance. She said he will be performing on May 16 at 2:00 pm at the Sherwood Center for the Arts. She said doors will open at 12:30 pm and it is free to the public.

Mr. Gall said they are looking at videotaping the performance and putting it on the website.

Councilor Harris announced that the Library started a Homework Help program last month for grades 6 through 12, held every Tuesday afternoon for Math and Science. She said they are one on one sessions and appointments can be made between 3 pm and 5 pm. She announced Thursday, February 19 at 3:30 pm there will be a preview of Mary Poppins in the Library and the actors and actresses will answer questions about acting. She said she attended the Sherwood Cultural Arts Commission meeting as the Council liaison and reported they are having an Open House for the Sherwood Center for the Arts on February 28 from 11 am to 3 pm and the ribbon cutting will be at 11:30 am. She said there will be crafts, self-guided tours and live performances on stage. She announced the Cultural Arts Commission has vacancies and the information is on the City website and the positions will be opened until filled.

Council President Robinson said in the absence of the Mayor she attended a grand opening ceremony for Modern Dentistry which is located in the Walmart center. She said she will be the Council liaison for the Sherwood West Preliminary Concept Plan and she commented on the number of applicants for the committee and their experience. She commented on the committee selection process and the criteria they considered.

Councilor King said he attended the grand opening for Menchie's Yogurt over the weekend as did Councilors Henderson, Kuiper and Council President Robinson.

Mayor Clark reported that she was in Baltimore for the City attending the Smart Growth Conference. She commented on the conference and said we are at a point of growth and there is opportunity to define what the growth will be.

## **12. ADJOURN:**

Mayor Clark adjourned the meeting at 8:58 pm

Submitted by:

---

Sylvia Murphy, MMC, City Recorder

---

Krisanna Clark, Mayor

**TO:** Sherwood City Council

**FROM:** Jeff Groth, Police Chief  
Through: Joseph Gall, ICMA-CM, City Manager

**SUBJECT: Resolutions 2015-016 through 2015-024 appointing nine (9) members to the Police Advisory Board**

---

**Issue:**

Should the City Council appoint nine (9) members to the Police Advisory Board?

**Background:**

On February 9, 2013 during a council work session/retreat, the City Council was first presented with the concept of a Police Advisory board or commission. Then again on January 21, 2014, the City Council again discussed the concept and provided agreement to the concept. On July 15, 2014 during a council work session, the City Council was presented with an actual proposal and framework for the Police Advisory Board.

On August 19, 2014 the City Council approved adding section 2.10 to the Sherwood Municipal Code, creating the Police Advisory Board. The board has nine (9) members with an attempt to gain representation from residents, businesses, the faith community, the school & youth community and the Sherwood Police Foundation.

The City received 14 applications for the board and interviews were held over a three (3) day period on November 12, 13 & 14. The interview panel included Police Chief Jeff Groth, City Recorder Sylvia Murphy and Community Services Director Kristen Switzer. There was not a City Council Liaison involved at that time because one had yet to be assigned. Since that time, Councilor Linda Henderson has been assigned by Mayor Clark to serve as the Council Liaison to the Police Advisory Board. Chief Groth has met with Councilor Henderson and Mayor Clark to review the applications, the process and finalize the recommendations.

Nine (9) applicants are being recommended based on their interviews and their various areas of representation in the community. Eight (8) of the recommended members have never served on any previous Sherwood boards and/or commissions.

**Financial Impacts:**

There are no additional budgetary funds that would be needed for the Police Advisory Board. Rather, current budgeted funds and staff time would be able to support the work of the Board.

**Recommendation:**

Staff respectfully requests City Council approve Resolutions 2015-016 through 2015-024, appointing nine (9) members to the Sherwood Police Advisory Board.



**RESOLUTION 2015-016**

**APPOINTING AMY MILLER-JUVE TO THE SHERWOOD  
POLICE ADVISORY BOARD**

**WHEREAS**, the City Council on August 19, 2014 created the Police Advisory Board and the board currently has nine (9) vacancies; and

**WHEREAS**, City Council Liaison Linda Henderson and Police Chief Jeff Groth are recommending Amy Miller-Juve for appointment; and

**WHEREAS**, according to chapter 2.10 of the Sherwood Municipal Code, members of the Police Advisory Board shall be appointed by the Mayor, with the consent of City Council, for a three (3) year term; and

**WHEREAS**, the City Council recognizes that Amy Miller-Juve would be a valuable member of the Board; and

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

**Section 1.** The Mayor is authorized to appoint Amy Miller-Juve to the Sherwood Police Advisory Board, for a three (3) year term that expires in February 2018.

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

Duly passed by the City Council this 17<sup>th</sup> day of February, 2015.

\_\_\_\_\_  
Krisanna Clark, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder



**RESOLUTION 2015-017**

**APPOINTING BOB SILVERFORB TO THE SHERWOOD  
POLICE ADVISORY BOARD**

**WHEREAS**, the City Council on August 19, 2014 created the Police Advisory Board and the board currently has nine (9) vacancies; and

**WHEREAS**, City Council Liaison Linda Henderson and Police Chief Jeff Groth are recommending Bob Silverforb for appointment; and

**WHEREAS**, according to Chapter 2.10 of the Sherwood Municipal Code, members of the Police Advisory Board shall be appointed by the Mayor, with the consent of City Council, for a three (3) year term; and

**WHEREAS**, the City Council recognizes that Bob Silverforb would be a valuable member of the Board; and

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

**Section 1.** The Mayor is authorized to appoint Bob Silverforb to the Sherwood Police Advisory Board, for a three (3) year term that expires in February 2018.

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

Duly passed by the City Council this 17<sup>th</sup> day of February, 2015.

\_\_\_\_\_  
Krisanna Clark, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder



**RESOLUTION 2015-018**

**APPOINTING CHRISTIAN VERKEST TO THE SHERWOOD  
POLICE ADVISORY BOARD**

**WHEREAS**, the City Council on August 19, 2014 created the Police Advisory Board and the board currently has nine (9) vacancies; and

**WHEREAS**, City Council Liaison Linda Henderson and Police Chief Jeff Groth are recommending Christian Verkest for appointment; and

**WHEREAS**, according to Chapter 2.10 of the Sherwood Municipal Code, members of the Police Advisory Board shall be appointed by the Mayor, with the consent of City Council, for a three (3) year term; and

**WHEREAS**, the City Council recognizes that Christian Verkest would be a valuable member of the Board; and

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

**Section 1.** The Mayor is authorized to appoint Christian Verkest to the Sherwood Police Advisory Board, for a three (3) year term that expires in February 2018.

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

Duly passed by the City Council this 17<sup>th</sup> day of February, 2015.

\_\_\_\_\_  
Krisanna Clark, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder



**RESOLUTION 2015-019**

**APPOINTING CHRISTOPHER WEST TO THE SHERWOOD  
POLICE ADVISORY BOARD**

**WHEREAS**, the City Council on August 19, 2014 created the Police Advisory Board and the board currently has nine (9) vacancies; and

**WHEREAS**, City Council Liaison Linda Henderson and Police Chief Jeff Groth are recommending Christopher West for appointment; and

**WHEREAS**, according to Chapter 2.10 of the Sherwood Municipal Code, members of the Police Advisory Board shall be appointed by the Mayor, with the consent of City Council, for a three (3) year term; and

**WHEREAS**, the City Council recognizes that Christopher West would be a valuable member of the Board; and

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

**Section 1.** The Mayor is authorized to appoint Christopher West to the Sherwood Police Advisory Board, for a three (3) year term that expires in February 2018.

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

Duly passed by the City Council this 17<sup>th</sup> day of February, 2015.

---

Krisanna Clark, Mayor

Attest:

---

Sylvia Murphy, MMC, City Recorder



**RESOLUTION 2015-020**

**APPOINTING DAVID MCCART TO THE SHERWOOD  
POLICE ADVISORY BOARD**

**WHEREAS**, the City Council on August 19, 2014 created the Police Advisory Board and the board currently has nine (9) vacancies; and

**WHEREAS**, City Council Liaison Linda Henderson and Police Chief Jeff Groth are recommending David McCart for appointment; and

**WHEREAS**, according to Chapter 2.10 of the Sherwood Municipal Code, members of the Police Advisory Board shall be appointed by the Mayor, with the consent of City Council, for a three (3) year term; and

**WHEREAS**, the City Council recognizes that David McCart would be a valuable member of the Board; and

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

**Section 1.** The Mayor is authorized to appoint David McCart to the Sherwood Police Advisory Board, for a three (3) year term that expires in February 2018.

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

Duly passed by the City Council this 17<sup>th</sup> day of February, 2015.

\_\_\_\_\_  
Krisanna Clark, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder





**RESOLUTION 2015-021**

**APPOINTING DIANE FOSTER TO THE SHERWOOD  
POLICE ADVISORY BOARD**

**WHEREAS**, the City Council on August 19, 2014 created the Police Advisory Board and the board currently has nine (9) vacancies; and

**WHEREAS**, City Council Liaison Linda Henderson and Police Chief Jeff Groth are recommending Diane Foster for appointment; and

**WHEREAS**, according to chapter 2.10 of the Sherwood Municipal Code, members of the Police Advisory Board shall be appointed by the Mayor, with the consent of City Council, for a three (3) year term; and

**WHEREAS**, the City Council recognizes that Diane Foster would be a valuable member of the Board; and

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

**Section 1.** The Mayor is authorized to appoint Diane Foster to the Sherwood Police Advisory Board, for a three (3) year term that expires in February 2018.

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

Duly passed by the City Council this 17<sup>th</sup> day of February, 2015.

\_\_\_\_\_  
Krisanna Clark, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder



**RESOLUTION 2015-022**

**APPOINTING LAURIE ZWINGLI TO THE SHERWOOD  
POLICE ADVISORY BOARD**

**WHEREAS**, the City Council on August 19, 2014 created the Police Advisory Board and the board currently has nine (9) vacancies; and

**WHEREAS**, City Council Liaison Linda Henderson and Police Chief Jeff Groth are recommending Laurie Zwingli for appointment; and

**WHEREAS**, according to Chapter 2.10 of the Sherwood Municipal Code, members of the Police Advisory Board shall be appointed by the Mayor, with the consent of City Council, for a three (3) year term; and

**WHEREAS**, the City Council recognizes that Laurie Zwingli would be a valuable member of the Board; and

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

**Section 1.** The Mayor is authorized to appoint Laurie Zwingli to the Sherwood Police Advisory Board, for a three (3) year term that expires in February 2018.

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

Duly passed by the City Council this 17<sup>th</sup> day of February, 2015.

\_\_\_\_\_  
Krisanna Clark, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder



**RESOLUTION 2015-023**

**APPOINTING RICH MILLER TO THE SHERWOOD POLICE ADVISORY BOARD**

**WHEREAS**, the City Council on August 19, 2014 created the Police Advisory Board and the board currently has nine (9) vacancies; and

**WHEREAS**, City Councilor Liaison Linda Henderson and Police Chief Jeff Groth are recommending Rich Miller for appointment; and

**WHEREAS**, according to Chapter 2.10 of the Sherwood Municipal Code, members of the Police Advisory Board shall be appointed by the Mayor, with the consent of City Council, for a three (3) year term; and

**WHEREAS**, the City Council recognizes that Rich Miller would be a valuable member of the Board; and

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

**Section 1.** The Mayor is authorized to appoint Rich Miller to the Sherwood Police Advisory Board, for a three (3) year term that expires in February 2018.

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

Duly passed by the City Council this 17<sup>th</sup> day of February, 2015.

\_\_\_\_\_  
Krisanna Clark, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder



**RESOLUTION 2015-024**

**APPOINTING SEAN GARLAND TO THE SHERWOOD POLICE ADVISORY BOARD**

**WHEREAS**, the City Council on August 19, 2014 created the Police Advisory Board and the board currently has nine (9) vacancies; and

**WHEREAS**, City Council Liaison Linda Henderson and Police Chief Jeff Groth are recommending Sean Garland for appointment; and

**WHEREAS**, according to Chapter 2.10 of the Sherwood Municipal Code, members of the Police Advisory Board shall be appointed by the Mayor, with the consent of City Council, for a three (3) year term; and

**WHEREAS**, the City Council recognizes that Sean Garland would be a valuable member of the Board; and

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

**Section 1.** The Mayor is authorized to appoint Sean Garland to the Sherwood Police Advisory Board, for a three (3) year term that expires in February 2018.

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

Duly passed by the City Council this 17<sup>th</sup> day of February, 2015.

\_\_\_\_\_  
Krisanna Clark, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder

**TO:** Sherwood City Council

**FROM:** Jeff Groth, Police Chief  
Through: Joseph Gall, ICMA-CM, City Manager and Paul Elsner, City Attorney

**SUBJECT: Resolution 2015-025 authorizing the City Manager to sign an updated inter-governmental agreement (IGA) with the City of Portland for continued participation in the Regional Joint Information Network (RegJin)**

---

**Issue:**

Should the City Council authorize the City Manager to sign an updated Intergovernmental Agreement (IGA) with the Portland Police Bureau, enabling the City of Sherwood to continue their participation in the Regional Justice Information Network (RegJIN)?

**Background:**

The Portland Police Data System (PPDS) is a central database that the Sherwood Police Department and many other agencies use as their Records Management System. PPDS is owned and managed by the Portland Police Bureau.

The Portland Police Bureau is upgrading and replacing PPDS with the new Regional Justice Information Network, or RegJIN. RegJIN will continue to function in the same fashion as PPDS and will be owned and managed by the Portland Police Bureau. RegJIN will include new technology and enhanced capabilities, including mobile field reporting and 24-hour support of the new system. Sherwood Police Department staff has participated in the user group and planning for this transition.

On February 18, 2014, the Sherwood City Council authorized the City Manager to sign the initial "Master IGA" allowing participation in RegJin. This updated IGA contains more specific language and attachments, including finalized costs, and has been reviewed and approved by City Attorney Paul Elsner, as a part of the ongoing transition process.

**Financial Impacts:**

Funding for RegJIN is contained within the Police Department budget. Currently, we pay \$750 a month for use and access (\$9,000 annually). These costs will increase to \$1,586 a month (\$19,032 annually). Additionally, the new RegJin will include features we are currently paying for separately. With these other costs considered, we project that the new RegJin will be cost neutral by July 2016.

**Recommendation:**

Staff respectfully requests City Council adopt Resolution 2015-025 authorizing the City Manager to sign the updated Intergovernmental Agreement (IGA) with the City of Portland for continued participation in Regional Justice Information Network (RegJIN).



**RESOLUTION 2015-025**

**AUTHORIZING THE CITY MANAGER TO SIGN THE UPDATED 2015 IGA WITH THE CITY OF PORTLAND FOR THE PURPOSES OF CONTINUED PARTICIPATION IN THE REGIONAL JUSTICE INFORMATION NETWORK**

**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 continued participation with the Regional Justice Information Network (RegJIN); and

**WHEREAS**, the Sherwood City Council hereby resolves that participation in the Intergovernmental Agreement with the City of Portland meets the public safety needs of the citizens of the City of Sherwood and authorizes the City Manager to sign the updated 2015 IGA with the City of Portland for purposes of continued participation in the Regional Justice Information Network (RegJIN).

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

**Section 1.** The City Manager is authorized to sign the 2015 Agreement with the City of Portland, attached as Exhibit 1.

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

**Duly passed by the City Council this 17th day of February, 2015.**

---

Krisanna Clark, Mayor

Attest:

---

Sylvia Murphy, MMC, City Recorder

## **RegJIN PARTICIPANT INTERGOVERNMENTAL AGREEMENT REGIONAL PARTNER AGENCY – FULL ENTRY**

This Intergovernmental Agreement (“Agreement”) is made effective on 01-01-15 (“Effective Date”) by and between the City of Portland, a municipal corporation of the State of Oregon, and its successors or assigns (hereinafter referred to as “City”) and The City of Sherwood (hereinafter referred to as “RPA”), a(n) municipal corporation, by and through their duly authorized representatives. Authority to enter into the Agreement is pursuant to Oregon Revised Statutes (“ORS”) 190.003.

This Agreement may refer to the City and RPA individually as a “Party” or jointly as the “Parties.”

This Agreement shall be perpetual and remain in effect unless otherwise terminated per the terms of this Agreement.

**RPA Contact:**

Captain Ty Hanlon

Sherwood Police Department

20495 SW Borchers Dr.

Sherwood, OR 97140

[Click Here and Type](#)

**City of Portland Contact:**

Captain John Brooks

Portland Police Bureau

1111 SW 2<sup>nd</sup> Avenue

Portland, OR 97204

TEL: (503) 625-5523

TEL: (503) 823 - 0000

E-MAIL: [hanlont@sherwoodoregon.gov](mailto:hanlont@sherwoodoregon.gov)

E-MAIL: [john.brooks@portlandoregon.gov](mailto:john.brooks@portlandoregon.gov)

### **RECITALS**

WHEREAS, the City has acquired a law enforcement Records Management System (“System”) to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the City and the RPA are both signatories to the Intergovernmental Agreement for the User Board of the Regional Justice Information Network (RegJIN); and

WHEREAS, the RPA is an Entry RPA as defined in the Intergovernmental Agreement for the User Board of the RegJIN and herein; and

WHEREAS, the RPA desires to fully use the System; and

WHEREAS, the City and the RPA desire to enter into this Agreement and being fully advised; and

**NOW THEREFORE, IN CONSIDERATION** of the mutual promises and covenants contained herein, it is agreed as follows:

**1. DEFINITIONS:**

The following is a definition of terms used herein:

- A. "Access" means the authority granted by the City to the RPA's Authorized Users to review or receive information from the System.
- B. "Agreement" means this Participating Intergovernmental Agreement and all the Terms and Conditions, including all the documents referenced in the Order of Precedence.
- C. "Amendment" means a written document required to be signed by both Parties when in any way altering the Terms and Conditions or provisions of the Agreement.
- D. "Authorized Use" means functions and capabilities that a User is assigned and able to perform based on User ID and Password, as established by a System Administrator.
- E. "Authorized System User" means any User that has passed the authentication process of the System and is thereby authorized to Use the System's functions and components based on the permissions established by that User's credentials (User ID and password, fingerprints, etc.).
- F. "City Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPAA) and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.
- G. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.
- H. "Cost Allocation Formula" means the Plan, adopted by the City based on recommendations by the User Board that apportions capital, operation, maintenance, repair and equipment replacement costs and use of grant funding among the Entry RPAs and Inquiry Only RPAs. The Cost Allocation Formula may be amended as provided for in the User Board Master IGA.



- I. "Criminal History Record Information" means information collected by criminal justice agencies and stored or available through the System on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including, but not limited to sentencing, correctional supervision, and release.
- J. "Criminal Justice Information" means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This includes Criminal History Record Information and investigative and intelligence information. It does not include agency personnel or administrative records used for agency operations or management.
- K. "Days" shall mean calendar days, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later, unless otherwise specified by the Agreement.
- L. Defects means one of the five types of Defects listed below and as outlined in Exhibit E, ReJIN Support Model, Figure 1:
  - 1) "Material Defect" means an Error that impairs the Products as described in Critical Defect and for which no fix is available or forthcoming.
  - 2) "Critical Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor and at least 25% of the User base of the Production System are impacted in the same manner as defined in the System maintenance and support agreement for a Critical Defect.
  - 3) "High Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor and at least 25% of the active User base of the Production System and/or Hot Standby System environment are impacted in the same manner as defined in the System maintenance and support agreement for a High Defect.
  - 4) "Medium Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor.
  - 5) "Low Defect" means a Defect as defined in the System maintenance and support agreement between the City and the System Contractor. "Dissemination (Disseminate)" means the transmission of information, whether in writing, or electronically, to anyone outside the RPA that maintains the information, except reports to an authorized repository.
- M. "Documentation" means User manuals, and other written and electronic materials in any form that describe the features or functions of the System, including but not limited to published specifications, technical manuals, training manuals, and operating instructions.
- N. "Entry RPA" means a law enforcement agency that has signed the User Board IGA and this Participant IGA with the City. Entry RPA, the City and their Authorized Users enter data into the System.
- O. "Equipment" means any hardware, machinery, device, tool, computer, computer components, computer system or other high-technology equipment, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and

maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the System.

- P. "Error" means any Defect, problem, condition, bug, or other partial or complete inability of the System to operate in accordance with the applicable Specifications and Documentation.
- Q. "Interface" means a point of interaction between System components or the device or code which enables such interaction; applicable to both Equipment and Software.
- R. "Inquiry Only RPA" means a law enforcement agency that has signed a Participant IGA with the City, providing Access to view System data but does not input any agency data into the System.
- S. "Intelligence and Investigative Information" means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.
- T. "Material Breach" means any breach of this Contract that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Contract.
- U. "Mobile Data Computer (MDC)" means commercial grade mobile computers operating in a law enforcement vehicle or otherwise not connected via a local or wide area network that are capable of Accessing System servers via a network connection that is compliant with the Federal Bureau of Investigation's Criminal Justice Information System (CJIS) security policies.
- V. "Operation and Maintenance Cost" shall mean the budgeted amount required for the operation, maintenance, and support of the System which may include, but not be limited to, the direct cost for: license fees, vendor support costs, software and hardware upgrade and/or replacement costs, administrative support of the User Board, maintenance, personnel, direct costs, facilities use and rental costs, and training for the upcoming year.
- W. "Personal Computer (PC)" means commercial grade desk top computers that are capable of accessing System servers via a CJIS compliant connection.
- X. "Person" means an individual of any age, concerning whom Criminal History Record Information is contained in, or accessible through the System.
- Y. "RPA Asset" shall mean hardware, software, equipment, real property and fixtures, owned or leased by the RPA.
- Z. "Specifications" shall mean the specifications contained in the contract between the City and the Contractor for the System governing its implementation and use by the City, Entry RPA, and Inquiry Only RPA.
- AA. "System" is the law enforcement records management system acquired and implemented by the City of Portland for use by the Portland Police Bureau and the RPA.
- BB. "System Administrator" shall mean a specially trained Authorized User that is authorized to perform System administrative functions.

- CC. "System Manager" is the individual with designated named backups appointed by the City of Portland to manage and operate the System on a daily basis.
- DD. "Use" means the City authorized Access given to RPA to assign Users, permission levels, enter data, and receive information from the System.
- EE. "User" shall mean any person employed by or working on behalf of the City or an RPA, the City's and RPA's Bureaus and Divisions, Officers, Directors, and any person or entity authorized by the City and/or RPA to provide it with Services requiring use of the System, and to use the City's or an RPA's resources in whole or in part, in the course of assisting the City or an RPA.
- FF. "User Board" shall mean the advisory body for the System that operates under the Master Intergovernmental Agreement for the User Board of the Regional Justice Information System Network (RegJIN).
- GG. "User Fees" are fees set by the City for RPA Access and use of the System and as agreed to between the City and a RPA in a Participating IGA. User Fees shall be updated annually based on the Cost Allocation Formula and do not require an Amendment.
- HH. "Withdrawal Plan" is a plan outlined in the User Board Master IGA, providing the manner of complete withdrawal of the RPA from this Agreement or for the RPA to change to an Inquiry Only RPA.

**2. ORDER OF PRECEDENCE:**

In the event there is a conflict between the terms and conditions of one portion of this Agreement with another portion of this Agreement, the conflict will be resolved by designating which portion of the Agreement documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Agreement the order of precedence shall be:

Exhibit A – User Fees (Fiscal Year 2014-2015)

Exhibit B – Use Policy for LInX Northwest

Exhibit C – System Procedures and Use Policy\*

Exhibit D – Equipment and Security Requirements\*

Exhibit E – Exhibit E, RegJIN Support Model\*

\*Exhibits C, D, and E are available on the System's website at:

<http://www.portlandonline.com/regjinrc/index.cfm?&c=51409>. Exhibits C, D, and E will be revised as necessary to conform to updated requirements and procedures.

**3. STATEMENT OF PURPOSE:**

The purpose of this Agreement is to define the terms and conditions under which the System will be Accessed and Used by the RPA.

**4. SYSTEM ACCESS:**

The City will contract with the System Contractor and will own all licenses to Access the System. The City will provide the RPA's Users Access to the System.

**5. CITY PROVIDED SERVICES:**

- A. Enable Access via Equipment, including PCs, MDC, and other hand held devices for Authorized Use of the System by RPA Users.
- B. Provide the capability through the System to generate Oregon National Incident Reporting System (O-NIBRS) data for the RPA and to upload the O-NIBRS data to the State of Oregon in the proper format.
- C. Provide procedures, instructions and other documents to the RPA regarding the methods available and minimum requirements for RPAs' PCs and MDCs to gain Access to the System.
- D. Provide instructions, documents, and arrange for the necessary training to certify one or more RPA System Administrators to perform limited administrative functions such as adding and removing Users from the System, establishing User IDs and passwords, setting up each User's Authorized Uses, and resetting passwords. RPA System Administrators will be trained as required, but not more than five (5) RPA employees will be trained at any one time.
- E. Support the RPA's System Administrators in the performance of their System related administrative functions.
- F. Provide training materials, training mentors and access to the System's training environment to enable RPA trainers to provide System training and instruction to RPA Users.
- G. Maintain and administer the System according to City of Portland Information Technology policies and procedures including backup and restore, operating system patches, and System version upgrades as required and certified by the System Contractor.
- H. Monitor, audit, and trouble-shoot the upload of appropriate information from the System to the Oregon Law Enforcement Data System (LEDS), NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.
- I. Ensure that audit logs are maintained in the System in accordance with CJIS requirements.
- J. The City will provide a 24-hour, 365 days per year phone line for RPAs to report System problems, Errors or Defects. Protocol for addressing System problems, Errors or Defects is established in Exhibit E, RegJIN Support Model.

**6. RPA RESPONSIBILITY:**

- A. Compliance with Applicable Law. RPA warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.

- B. The RPA acknowledges and agrees that RPA employees will only use the System for Authorized Uses. Permission to use the information available in or through the System other than for Authorized Use shall be obtained in writing from the City prior to any such use.
- C. The RPA acknowledges and agrees that RPA employees and subcontractors will only Access the System and information available in or through the System as authorized in this Agreement. Permission to Access the System or information available in or through the System other than as authorized in this Agreement shall be obtained in writing from the City prior to any such Access.
- D. The RPA acknowledges and agrees that the RPA, RPA employees, and RPA subcontractors will not modify through computer programming or other techniques the functions, capabilities, and operations of the System unless written authorization is provided by the System Manager prior to performing such modifications.
- E. The RPA acknowledges and agrees that; pursuant to the directions of the Oregon State Police and Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy; the City shall establish policy and exercise management control over all operations of the System. The System Procedures and Use Policy is attached as Exhibit C.
- F. RPA Administrators shall be responsible for creating User IDs, passwords, and establishing the Authorized Uses of the System for RPA Users within the constraints of the policies and procedures established by the City for such Users.
- G. RPA is responsible for providing its own Equipment, including PCs, MDCs, printers, and other RPA located devices required by RPA Users of the System.
- H. The RPA acknowledges and agrees that all RPA Equipment such as PCs and MDCs with Access to the System will be configured to meet the System's minimum requirements to gain Access as specified in Exhibit D: Equipment and Security Requirements.
- I. The RPA acknowledges and agrees that all RPA Users shall meet the Personnel Security requirements specified in Exhibit D: Equipment and Security Requirements.
- J. RPA is responsible for maintaining RPA PCs and MDCs according to City established requirements as specified in Exhibit D: Equipment and Security Requirements for the System.
- K. RPA is responsible for installing, configuring and providing network access to devices located in RPA facilities and vehicles including, but not limited to, printers, scanners, and image capture devices.
- L. RPA is responsible for providing secure network Access that 1) meets CJIS security requirements and 2) enables RPA PCs to reach the System's network demarcation points.
- M. RPA is responsible for providing network connectivity that meets CJIS security policies and for providing all network communication devices and Equipment between RPA MDCs and the System.
- N. RPA is responsible for ensuring that all RPA network infrastructure and workstations with

Access to the System comply with the most current CJIS security policy including, but not limited to, the physical security of workstations and MDCs that are able to Access the System, access control, identification and authentication, information flow enforcement, and system and information integrity. RPA may contact the City to determine how to obtain the most current version of the CJIS security policy document. The RPA is responsible for curing any problems uncovered as a result of an FBI audit. The City reserves the right to request and receive within a reasonable period, verification of RPA's compliance with CJIS policies.

- O. RPA is responsible for correcting any O-NIBRS data identified by the System or by the State.
- P. RPA is responsible for providing the City with the most current contact information for the RPA's security personnel and any changes thereof within seven (7) days of the change.
- Q. RPA is responsible for ensuring that all RPA Users that are granted Authorized Use of the System comply with the appropriate CJIS security requirements.
- R. RPA is responsible for checking the accuracy of, and generating standard O-NIBRS data for RPA and for the upload of the O-NIBRS information to the State of Oregon through the System.
- S. RPA acknowledges and agrees that data entered into the System by RPA Users shall conform to the standards and procedures established for the System as described in Exhibit C, System Procedures and Use Policy. The City shall notify the RPA in writing if data entered by RPA Users is found to be nonconforming to the established standards and procedures. The RPA shall, at its option, 1) Correct such data using RPA resources as soon as practicable, but not to exceed thirty (30) days, or 2) request assistance by the City and reimburse the City for any costs associated with the City's removing or performing remedial actions on RPA data required to bring the data into conformance with established standards and procedures.

#### **7. LInX NORTHWEST:**

- A. The RPA acknowledges and agrees to abide by all use policies set forth for participation in the NCIS Law Enforcement Information Exchange (LInX Northwest) system as stipulated in Exhibit B: Use Policy for LInX Northwest.
- B. The RPA authorizes the City to provide the RPA's public records category data that is contained in the RegJIN RMS to LInX Northwest for Access and authorized Use by LInX Northwest users.

#### **8. CONFIDENTIALITY:**

- A. Maintenance of Confidentiality. The City and RPA shall treat as confidential any Confidential information that has been made known or available to them or that an Entry RPA has received, learned, heard or observed; or to which an RPA has had access. The City and RPA shall use Confidential information exclusively for the City or RPA's benefit and in furtherance of this Agreement. Except as may be expressly authorized in writing by the City or RPA, in no event shall the City or RPA publish, use, discuss or cause or permit to be disclosed to any other person such Confidential information. The City and RPA shall (1) limit disclosure of the Confidential information to those directors, officers, employees and agents of the City or RPA who need to know the Confidential information,

(2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as the City or RPA employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City or RPA who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the City or RPA's possession or custody or under its control. The City and RPA are expressly restricted from and shall not use Confidential intellectual property of the City or providing RPA without the City or that RPA's prior written consent.

- B. The RPA acknowledge that each RPA is subject to the Oregon or Washington Public Records Acts, as applicable, and Federal law. Third persons may claim that the Confidential Information may be, by virtue of its possession by the City or a RPA, a public record and subject to disclosure. RPA receiving a public records request agrees, consistent with its state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential. A RPA's commitments to maintain information confidential under this Agreement are all subject to the constraints of Oregon or Washington Statutes and Federal laws. Within the limits and discretion allowed by those laws, the City and RPA will maintain the confidentiality of information.
- C. The RPA acknowledge and agree that the City and each RPA owns its own data in the System. RMS data can only be disclosed by the agency that entered it. In the event of a public record request for System data which belongs to the City or another RPA, the City or receiving RPA shall inform both the requestor and the appropriate RPA within two business days that it is not the custodian of record for the requested data and identify the RPA that may be able to comply with the public record request.
- D. The RPA acknowledge that unauthorized disclosure of Confidential Information will result in irreparable harm to the City or providing RPA. In the event of a breach or threatened breach of this Agreement, the City or affected RPA may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

**9. LIMITS ON DISSEMINATION:**

The RPA's Dissemination of Criminal Justice Information available in or through the RegJIN RMS shall follow current Criminal Justice Information policies and procedures and/or other applicable State and/or Federal Laws.

**10. INFORMATION CONTROL AND RESPONSIBILITY:**

Additions, modifications, and deletions of information stored in the RegJIN RMS shall be restricted to specifically authorized RPA Users and devices. The City will provide the RPA with a list of RPA sworn personnel, Users and devices that are permitted Access to the System on an annual basis. The RPA shall verify the list and report any discrepancies within 60 days. The responsible Party shall update the list of authorized Users and devices in a timely manner.

**11. EQUITABLE REMEDIES:**

The RPA acknowledges that unauthorized disclosure of City Confidential Information or misuse of a City computer system or network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

## **12. SECURITY:**

- A. Physical Security – the RPA shall be responsible for maintaining the physical security of all devices that are authorized to Access the System, as well as any printed output or System Documentation which might permit unauthorized Access to, or Use of the System from within the RPA.
- B. On-Line Security – The System contains procedures and tools to ensure that only authorized RPA Users and RPA devices can Access the information available in or through the System. RPA Users will be required to enter System User IDs and passwords before gaining Access to the System. System functions and System data. The RPA is responsible for issuing individual System User IDs and passwords to RPA Users. The RPA acknowledges and agrees that RPA employees will not share System User IDs and passwords.
- C. Personnel Security – Any individuals that are provided Access to the System by the RPA through the issuing of System IDs and passwords shall undergo the following security checks:
  - 1) A personal background investigation equivalent to a background investigation that would enable them to Access the RPA's own confidential information.
  - 2) Be fingerprinted and their identification and personal history verified through a check of the System's master name index, Oregon LEDS, the National Crime Information Center, and the FBI's Criminal Identification files.
  - 3) Obtain appropriate certifications from the Oregon State Police for any LEDS and NCIC transactions for which the User is authorized to perform within the System.
- D. The RPA acknowledges and agrees to comply with applicable CJIS Security Policy, including, but not limited to, verifying identification, performing a state of residency and national fingerprint-based record check within 30 days of assignment for all personnel who have direct access to Criminal Justice Information through RegJIN and for those RPA employees or contractors who have direct responsibility to configure and maintain computer systems and networks with direct access to Criminal Justice Information through RegJIN. If applicable, RPA shall deny or terminate Access and deny issuing or revoke a System User ID and password if, upon investigation, any RPA employee requesting or currently Using a System User ID and password is found to be in violation of current CJIS policy.
- E. The RPA acknowledges and agrees to immediately deactivate the System USER ID and password of any employee or contractor who is no longer an RPA employee, an RPA contractor, or who no longer requires Access to the System.
- F. RPA shall provide immediate notification to the System Manager of any security breach that affects the System or any other City systems. RPA shall provide notification to the System Manager of any incident relating to System integrity such as a computer virus.
- G. Failure to comply with the Security and Access specifications contained in the Agreement and Exhibit D: Equipment and Security Requirements may, at the sole discretion of the City, result in the suspension of the RPA and the RPA Users' Access to the System until such failures are corrected to the City's satisfaction.



**13. PROPRIETARY RIGHTS:**

All trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to each Party are and will remain the exclusive property of that Party.

**14. PAYMENT:**

- A. RPA acknowledges and agrees to pay the City the amount set out in Exhibit A: User Fees, which shall conform to the Entry RPA cost allocations contained in the Cost Allocation Formula in the User Board Master IGA in effect at the time of billing.
- B. Additional RegJIN services and/or System functions that are not routinely provided to other Entry RPAs under this Agreement shall be added via Amendment and billed as a separate line item identified in Exhibit A.
- C. Exhibit A, User Fees, shall be adjusted to conform to changes in the Cost Allocation Formula or in the services and/or System functions provided by the City to the RPA.
- D. The City will invoice the RPA annually in conformance with Exhibit A: User Fees.
- E. The RPA shall submit payment within thirty (30) days of receipt of the invoice from the City.
- F. Failure to pay the City as due will suspend the RPA's Access to the System until fully paid up.
- G. In order to conform to the Cost Allocation Formula in the User Board Master IGA and to enable the invoice preparation per Exhibit A, RPA shall provide the City with the RPA's number of authorized sworn personnel plus any correctional deputies that will Access the System by April 1 of the calendar year before the next fiscal year during which the invoices apply.

**15. CITY AUDITS:**

The City, either directly or through a designated representative, may conduct financial and performance audits directly related to this Agreement. City audits shall be conducted in accordance with generally accepted auditing standards. RPA shall provide the City's internal auditor or external auditor, and their designees with a copy of all reports, including any management letters issued as a result of the specified audits.

Access to Records – The City internal auditor or City external auditor, and their designees, shall be given the right, and the necessary access, to review the work papers of RPA audits if the City deems it necessary. Copies of applicable records shall be made available upon request at no cost to the City.

**16. DURATION, WITHDRAWAL AND TERMINATION:**

- A. This Agreement is perpetual and shall continue from year to year unless otherwise terminated.
- B. This Agreement may be terminated by either Party by the provision of a 90-Day written notice of termination to the other Party. Termination notices must be provided in writing

and sent by either certified US mail, return receipt requested, or by personal delivery.

- C. The effective date of termination shall be on January 1 of the year following the year during which the 90-day written notice expired.
- D. Upon the effective date of termination, the RPA may remove its RPA assets from the System including any System data belonging to the RPA. All costs associated with the reasonable removal of the RPA's assets including System data owned by the RPA will be the responsibility of the RPA, unless termination notice is provided by the City in which case the City will either keep the data or the RPA will be responsible for all costs associated with the reasonable removal of the RPA's assets including System data owned by the RPA.
- E. A minimum of 180 days shall be allocated for the System Manager to withdraw an RPA's assets including System data owned by the RPA from the System after the date upon which the termination becomes effective. The RPA may, at its option, continue to Access the System during this period.
- F. In the event of termination, RPA shall pay the City for work performed in accordance with the Agreement prior to the effective date of termination.

**17. FORCE MAJEURE:**

- A. In the event that either Party is unable to perform any of its obligations under this Agreement (or in the event of loss of Use) due to natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance.
- B. If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

**18. VIOLATIONS OF THE AGREEMENT:**

In the event of violation of the provisions of this Agreement, or violation of the security policy by the RPA, RPA employees, and/or RPA contractors, the City shall have the authority to immediately restrict or prohibit Access to the System by RPA Users, RPA PCs, RPA MDCs, and other RPA devices until resolution of the problem to the satisfaction of the City. The RPA shall be notified in writing of such action, given 30 days in which to cure the violation before Access is restricted or prohibited, and there shall be no charge for Access during any time that Access is prohibited.

**19. ROLLING ESTOPPEL:**

Unless otherwise notified by the RPA, it shall be understood that the City shall have met all its obligations under the Agreement. The City will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from the RPA within ninety (90) Days of the alleged deficiency and the RPA identifies the specific deficiency in the City's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected a

specific performance requirement of City.

## **20. DISPUTE RESOLUTION:**

The RPA shall cooperate with the City to assure that all claims and controversies which arise under this Agreement and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- A. Any dispute between the City and RPA under this Agreement shall be resolved, if possible by the System Manager or their designee on behalf of the City and Captain Ty Hanlon designee on behalf of the RPA.
- B. If the System Manager or the System Manager's designee and RPA are unable to resolve any dispute within three (3) Business Days, or such other time as mutually agreed upon, after notice of such dispute is given by either Party to the other, the matter shall be submitted to Bureau of Technology Services Chief Technology Officer on behalf of the City and Information Services Director or Brad Crawford designee on behalf of the RPA for resolution, if possible.
- C. If the City's Chief Technology Officer and RPA's IT Director, or designee, are unable to resolve any dispute within fourteen (14) Calendar Days, or such other time as mutually agreed upon, the dispute shall be escalated to the Chief of Police/Sheriff.
- D. Should any dispute arise between the Parties concerning this Agreement that is not resolved by mutual agreement above within thirty (30) Calendar Days, or such other time as mutually agreed upon, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing binding arbitration or litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
- E. Should an equitable solution not result from the foregoing, the City and Contractor shall be free to agree to pursue either binding arbitration, litigation, or other remedies allowed under this Agreement.
- F. In the event the Parties elect to use arbitration to settle the dispute, within thirty (30) Days of a notice by either Party to the other requesting arbitration, the affected RPA shall select an arbitrator from a list of three (3) obtained from Arbitration Services of Portland, Inc. (ASP). For the avoidance of doubt, issues related to technology require an arbitrator with a background in computer systems or technology. The arbitrator shall, for purposes of the arbitration proceedings, apply the rules of mandatory arbitration as adopted by the ASP in effect at the time of the arbitration. Within sixty (60) Days of the appointment of the arbitrator, the Parties shall concurrently submit to the arbitrator (supplying a copy to each other) a written statement of their respective legal and factual positions on the dispute. The arbitrator shall determine, after a hearing on the merits and within forty-five (45) Days after receipt of the statements, the determination of the dispute which determination shall be final and binding. Each Party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each Party shall bear its own expenses for witnesses, depositions, other costs incurred and attorney's fees.

- G. Unless ordered by the City to suspend Access, the RPA shall proceed with Use without any interruption or delay during the pendency of any of the foregoing dispute resolution. During the pendency of any of the foregoing dispute resolution procedures, the RPA shall continue to make all payments that are not in dispute, in accordance with the provisions of the Agreement.

**21. NOTICE:**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing:

If to the Provider:	RegJIN System Manager Portland Police Bureau 1111 SW Second Avenue, Room 1156 Portland, Oregon 97204-3232
---------------------	--

If to the RPA:	<b>Agency Contact Info</b> Captain Ty Hanlon (name) Support Commander (title) Sherwood Police Department (office) 20495 SW Borchers Dr. (address) Sherwood, OR 97140 (city, state, zip)
----------------	--

**22. AMENDMENTS:**

Except as a section or subsection may otherwise specifically provide, limit, or prohibit, the City and RPA may amend this Agreement at any time only by written Amendment executed by the City and the RPA.

Any changes to the provisions of this Agreement shall be in the form of an Amendment. No provision of this Agreement may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Agreement as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

**23. INTERPRETATION:**

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Oregon law. This Agreement shall be construed according to the laws of the State of Oregon without reference to its conflict of law provisions. Any litigation between the City and RPA arising under this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

**24. INDEMNIFICATION:**

To the extent permitted by the Constitutions and laws of Oregon the RPA and the City shall hold each other harmless and indemnify each other for the negligent acts, actions or omissions to act of their respective entity's, commissioners, officers, employees, and agents in the performance

of their respective responsibilities and duties under this Agreement. Notwithstanding the foregoing, neither Party shall in any way be liable to hold harmless or indemnify the other Party for any costs or claims arising directly, or indirectly, out of any System related activities in which they are not participating.

**25. ASSIGNMENT:**

The rights and obligations of each party under this Agreement may not be assigned in whole or in part. Any attempted transfer shall be null and void, of no force or effect. Attempted transfer of this Agreement shall be considered Material Breach of contract.

**26. WAIVER:**

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

**27. REMEDIES:**

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

**28. SURVIVAL:**

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights as stated in this Agreement shall survive the termination or expiration of this Agreement.

**29. NO THIRD PARTY BENEFICIARIES:**

The Parties expressly agreed that nothing contained in the Agreement shall create any legal right or inure to the benefit of any third party.

This Agreement is entered into for the benefit of the City and RPA. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

**30. SEVERABILITY:**

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

**RegJIN PARTICIPANT INTERGOVERNMENTAL AGREEMENT**

**Signature Page**

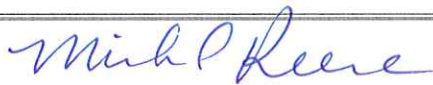
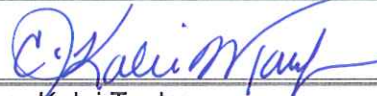
**31. INTEGRATION:**

This Agreement and the User Board IGA constitutes the entire Agreement between RPA and the City and supersedes all prior written or oral discussions, proposals, presentations, understandings or agreements between the Parties on this subject.

The Parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

The Parties agree that they may execute this Agreement, and any Amendments to this Agreement, by electronic means, including the use of electronic signatures.

The Parties hereby cause this Agreement to be executed.

<b>The City:</b> City of Portland	<b>RPA:</b> City of Sherwood, Oregon
<b>By:</b> 	<b>By:</b>
<b>Name:</b> Mike Reese	<b>Name:</b>
<b>Title:</b> Chief of Police	<b>Title:</b>
<b>Date:</b> 12/19/14	<b>Date:</b>
<b>By:</b> 	<b>By:</b>
<b>Name:</b> Kalei Taylor	<b>Name:</b>
<b>Title:</b> Deputy City Attorney for the City of Portland	<b>Title:</b>
<b>Date:</b> 12/4/2014	<b>Date:</b>

**Exhibit A: User Fees**  
**Fiscal Year – July 1, 2015 to June 30, 2016**

RPA agrees to pay the City of Portland the following annual User Fees for System Access and Use. RPA shall be billed yearly. Partial year amounts shall be pro-rated. The User Fees conform to the Entry RPA cost allocations contained in the Cost Allocation Formula in the Master User Board IGA in effect at the time of billing.

**Sustainment Budget.....\$ 2,106,188**  
**Total Number of RegJIN Users.....2,901**  
**Cost Per User per month.....\$61**  
**Total Number of RegJIN Users from Sherwood Police.....26**

**Monthly Cost for RegJIN Access and Use for the Sherwood Police.....\$1,586**  
**Annual Cost for RegJIN Access and Use for the Sherwood Police.....\$19,032**

## **Exhibit B**

### **Use Policy for LInX Northwest**

#### **Fiscal Year – July 1, 2015 to June 30, 2016**

The Law Enforcement Information Exchange (LInX Northwest) is a law enforcement information sharing partnership involving local, state, and federal law enforcement agencies in the Northwest. LInX has been developed to improve public safety, solve crime, and prevent terrorism. LInX is a partnership built on trust and to maintain that trust the following rules are upheld by all LInX agencies. Violations of this policy may result in sanctions against an individual User or his/her Regional Partner Agency.

1. Each Regional Partner Agency shall contribute information to LInX Northwest, once a connection is made, and agrees to permit the Access, dissemination, and/or Use of such information by every other partner agency in LInX Northwest. The contributing party has the sole responsibility and accountability for ensuring that it is not constrained from permitting this by any laws, regulations, policies, and procedures applicable to the submitting party.
2. A User may only access LInX when he/she has a legitimate, official law enforcement purpose, after receiving LInX training.
3. Information in the system shall not be disseminated outside of an accessing party without first obtaining express permission of each party that contributed the information in question. LInX users who wish to use information in LInX for the preparation of judicial process such as affidavits, warrants, subpoenas, etc... agree to not print and use information from LInX, but to contact the originating agency who will FAX or email a copy of the original report to the requestor for court or other official uses.
4. Printing copies from LInX is highly restricted. Users may only retain printed copies temporarily and shall not place printed copies in an official file or submit them to a court. Printed copies must be destroyed, shredded, or burned promptly. Printed copies may not be made for members of non-participating agencies.
5. Any requests for reports or data in LInX records from anyone other than a party to this Exhibit will be directed to the contributing party. Participating agencies in LInX agree to not disclose another agency's reports or information to a third party. Even when an agency receives an official request for disclosure, LInX agencies agree to refer such requests to the originating agency of the report for action.
6. Each Agency retains sole ownership of, sole responsibility for, and exclusive control over the content of the information that it contributes to LInX, and it may, at will, at any time update, correct, or delete the information that it contributes to LInX.
7. Regional Partner Agencies will have access to LInX via a secure Internet connection. RPA are responsible for providing and maintaining their own Internet connectivity to LInX.
8. LInX will maintain an audit capability that will log the date, time, subject, and originating account of all User queries. The LInX Governance Board will maintain these audit logs for at least five years.



**Exhibit C**  
**System Procedures and Use Policy:**  
**Fiscal Year – July 1, 2015 to June 30, 2016**

Exhibit C is comprised of the Standard Operating Procedures (SOP) that guide the Use of the RegJIN System. The RegJIN Standard Operating Procedures will be updated from time to time and placed on the City's RegJIN Website at: <http://www.portlandonline.com/RegJINRC>

Prior to 07/01/15, Additions, subtractions, or modifications of RegJIN Standard Operating Procedures will occur in consultation with the RegJIN Implementation Team.

After 07/01/15 Additions, subtractions, or modifications of RegJIN Standard Operating Procedures will occur in consultation with the RegJIN User Board (RUB).

## Exhibit D: Equipment and Security Requirements: Fiscal Year – July 1, 2015 to June 30, 2016

Workstation Type	Application	Manufacturer	Specifications
Versadex Desktop	RMS	HP / Dell / IBM or equivalent	<ul style="list-style-type: none"> <li>• Intel or AMD 2 GHz dual core processor</li> <li>• Memory                             <ul style="list-style-type: none"> <li>○ 2 GB (minimum)</li> <li>○ 4 GB (recommended)</li> </ul> </li> <li>• 20 GB (available) HDD</li> <li>• NIC                             <ul style="list-style-type: none"> <li>○ 10 Mbit minimum</li> <li>○ 100 Mbit recommended</li> </ul> </li> <li>• 1024x768+ resolution display monitor</li> <li>• Microsoft Windows XP, Vista or 7</li> </ul>
Versadex Mobile	Field Reporting	Panasonic, Motorola or equivalent	<ul style="list-style-type: none"> <li>• Intel Centrino dual core processor</li> <li>• 2GB RAM</li> <li>• Display Resolution                             <ul style="list-style-type: none"> <li>○ 800x600 minimum</li> <li>○ 1024x768 recommended</li> </ul> </li> <li>• 13.3" daylight-readable LCD with (preferable) touchscreen</li> <li>• 20 GB (available) HDD</li> <li>• Microsoft Windows XP, Vista or 7</li> </ul>

1. **Access Security** - New, desktop and mobile Equipment with access to the PPDS System must adhere to the following requirements:
  - 1.1. Both desktop and mobile Equipment shall employ virus protection software
    - 1.1.1. Use of Anti-Virus and Anti-Spyware software to scan, detect, and eliminate viruses on workstations and laptops
    - 1.1.2. Anti-Virus and Anti-Spyware software must be kept up to date with current virus definitions, run at start-up, and employ resident scanning
  - 1.2. Both desktop and mobile Equipment shall apply current operating system service packs and patches; Auto-update is recommended.
  - 1.3. All desktop and mobile Equipment shall be protected by a current firewall.
  - 1.4. All mobile Equipment shall employ encryption technology for wireless transmissions from origin to termination. Encryption shall comply with Federal Information Processing Standards (FIPS) publications and guidelines for encryption.
  - 1.5. All mobile Equipment shall employ virtual private network for those transmissions that traverse between wireless local area network and department trusted network segments and shall have a static private IP address.

- 1.6. All Users shall employ an auto-lock on their workstation or laptop that meets CJIS requirements.
  - 1.7. All desktop stations shall be located in a secured facility. Mobile Equipment shall employ at least one Advanced User Authentication method to secure access to data which could include, but is not limited to, Biometrics, Smart Cards, or Electronic Token devices.
2. **Personnel Security** – Prior to gaining Access to the System’s criminal history record information, a person shall:
- 2.1. Be fingerprinted and a background investigation conducted by the User’s RPA.
  - 2.2. That investigation shall include, but not be limited to, verification of information provided by the person and to public record information, including a check of the System’s master name file, Oregon LEDS or Washington ACCESS (depending on the state in which the RPA resides) and the National Crime Information Center files, and FBI Criminal Identification files.

## **Exhibit E**

### **RegJIN Support Model**

**Fiscal Year – July 1, 2015 to June 30, 2016**

#### Protocol for Support of RegJIN System Users

The intent of this Exhibit E is to establish a protocol for reporting and addressing RegJIN System problems, Errors or Defects. This Exhibit outlines the various types of problems/issues that may arise associated with Use of the RegJIN System and establishes the roles and responsibilities of the RPA and the City to ensure consistent, appropriate, and timely assistance in problem identification and resolution.

RegJIN related problems, Errors or Defects are identified within four categories. They include:

- 1) RegJIN User Education: This includes understanding and use of MRE and RMS Software System by the RPA.
- 2) Operation and Maintenance of RPA owned, RegJIN-specific Equipment and Software.
- 3) City of Portland owned Equipment and Software used to support RegJIN.
- 4) Software and Equipment Defects relating specifically to the City's contract with the RegJIN System Vendor (Versaterm).

Whenever possible the RPA is directed to attempt to troubleshoot and problem solve within their respective agencies and with other RPA where applicable. In instances where the City will be contacted the Helpline phone number is **(503) 454-6409**. This number is considered the first tier contact for any reporting of problems, errors or defects within the system. RPA's attempting to contact other persons via an alternative phone or email will be directed to the Helpline for reporting. Alternative contacts will not be considered an element of this protocol and response may be delayed.

Sections 1 through 4 below identify the roles and responsibilities of the RPA and the City within each identified problem category.

This Exhibit may be modified as needed to reflect the updated workflow processes of the City of Portland or the needs of the vendor. Modifications will be made in consultation with the RegJIN User Board. This Exhibit may be found on the RegJIN System's website: <http://www.portlandonline.com/regjinrc/index.cfm?&c=51409>

#### Section 1 – RegJIN User Education

The RPA is responsible to make all efforts to ensure that End-Users are fully trained and well versed in the MRE and RMS Systems. If problems arise regarding End-User education the RPA will establish an internal protocol for trouble-shooting User-education problems. If necessary, the RPA is expected to utilize other available resources, including using local CAD operations to seek assistance from adjacent jurisdictions to resolve User-education problems.

In the event the RPA is unable to resolve User-education problems internally, the RPA shall notify the RegJIN Helpline at **(503) 454-6409** to report the issue. The issue will be documented and RegJIN Helpline staff will return calls to the reporting Party during regular business hours (Monday-Friday 0700-1700) to assist.

#### Section 2 – RPA-Owned Hardware or Software

The RPA is responsible to provide and maintain their own Equipment and supporting software needed for their Access and Use of the RegJIN System. When the RPA experiences an outage or problem related to its own or a third party's Equipment and software, such as support networks that link the RPA to the City, the RPA will be responsible to seek to resolve all issues associated with its own Equipment and software prior to calling the City.

The RPA is responsible to make all efforts to ensure that supporting software and Equipment meet the minimum requirements, as established by the City (Exhibit D, Equipment and Security Requirements) to operate and maintain the MRE and RMS Systems. If technical problems arise regarding RPA-owned Equipment, the RPA will utilize an internal protocol for trouble-shooting and resolving problems prior to requesting assistance from the City.

In the event the RPA is unable to resolve technical issues internally and/or requires the participation of City IT staff, the RPA shall notify the RegJIN Helpline at **(503) 454-6409** to report the issue. Helpline staff will document and assess if the problem is the RPA, City or Contractor's. If a Contractor Software/System problem, the Help Desk will also categorize the Severity Level of the problem.

Helpline calls meeting the following criteria shall receive response from the Helpline within 30 minutes regardless of time of day. Timeframe for resolution will be determined on a case-by-case basis.

#### **As an outage that removes service to more than 50 active users or an entire RPA.**

All other calls will be returned by Helpline staff and acknowledged in writing the following business day (Monday – Friday, 0700-1700).

#### Section 3 - City of Portland Owned Hardware and Software, excluding System Defects for which the Contractor is responsible

The City is responsible to provide and Update all City-owned Equipment and software needed to support the RegJIN system. When the City experiences an outage related to problems with Equipment or software owned by the City, the City will resolve all issues associated with problems to the extent possible.

The City is responsible to make all efforts to ensure that supporting software and Equipment meet the minimum requirements to operate and maintain the RegJIN Systems.

In the event the RPA is unable to connect to or properly operate the RegJIN System and requires the participation of City IT staff, the RPA shall notify the RegJIN Helpline at **(503) 454-6409** to report the issue. If a Contractor Software/System problem, the Helpline staff will also categorize and determine the Severity Level of the problem.

Helpline calls meeting the following criteria shall receive response with 30 minutes from the Helpline regardless of day or time of day. Timeframe for resolution will be determined on a case-by-case basis.

**As an outage that removes service to more than 50 active Users or an entire RPA.**

All other calls will be returned by Helpline staff and acknowledged in writing the following business day (Monday – Friday, 0700-1700). The City will take appropriate steps to resolve problems in a timely manner.

Section 4 – System Contractor (Versaterm) Defects

Defects associated with the System Contractor (Versaterm) will be addressed by the City in coordination with the System Contractor per the requirements specified in the System Maintenance and Support Agreement between the City and the System Contractor (COP Contract # 30003029).

The System Maintenance and Support Agreement between the City and the System Contractor defines the types of Defects associated with the RegJIN system. The System Contractor has a specified obligation to respond to these Defects based on the Severity Level as outlined below in Figure #1.

**Figure #1  
 System Contractor (Versaterm) Defect Definitions**

Severity Level	Defect Definition
Critical Defect	<ul style="list-style-type: none"> <li>• Impacts at least 25% of the User base of the Production System.</li> <li>• Severely affects City and/or Partner agency operations (e.g., critical business processes are disabled). Alternatively, severely impacts business operations due to the accumulated impact on multiple Users.</li> <li>• Includes, but is not limited to, problems that cause continuous or near-continuous interruption of service (e.g., the system “hangs” or “crashes”), the loss of use of one or more major critical features functions or modules (including interfaces), file system corruption, and or data loss.</li> <li>• No stable workaround available.</li> <li>• May require manual mode operation.</li> <li>• Requires the City to telephone the Versaterm support telephone number</li> </ul>

<b>High Defect</b>	<ul style="list-style-type: none"> <li>• Impacts at least 25% of the active User base of the Production System and/or Hot Standby System environment.</li> <li>• In Production System environment, causes a significant impact on business operations of Users Alternatively, causes a significant impact on business operations due to the accumulated impact on multiple Users.</li> <li>• This includes, but is not limited to Problems that cause intermittent disruption of service, the loss of use of multiple non-major critical features functions, significant performance degradation, the accumulation of enough Problems in a new version to delay Production rollout, or increased risk due to loss of redundancy, etc.</li> <li>• No stable workaround available.</li> <li>• May not require manual mode operation.</li> <li>• Requires the City to telephone the Versaterm support telephone number.</li> </ul>
<b>Medium Defect</b>	<ul style="list-style-type: none"> <li>• Impacts Production System and/or Hot Standby System environment</li> <li>• In Production System environment, causes a minor manageable impact on business operations of Users Alternatively, causes a minor limited impact on business operations due to the accumulated impact on multiple Users.</li> <li>• This includes, but is not limited to Problems that cause the loss of use of a single non-major feature, problems where a workaround exists but that measurably slows Users work performance, the existence of known minor problems in a new version scheduled for rollout, etc.</li> <li>• Stable workaround is available and has been successfully implemented.</li> <li>• The City may telephone or email Versaterm the Problem description</li> </ul>
<b>Low Defect</b>	<ul style="list-style-type: none"> <li>• Impacts Production System environment</li> <li>• In Production System environment, causes little or no impact on business operations of Users. Alternatively, causes little or no impact on business operations due to the accumulated impact on multiple users.</li> <li>• This includes, but is not limited to problems of a cosmetic nature OR those where a workaround exists that does not have a measurable impact on task performance OR the City requires information or assistance about product capabilities or installation configuration.</li> <li>• The City may telephone or email Versaterm the Problem description</li> </ul>

If a Defect is associated with the System Contractors product(s) the City is responsible to initiate System Contractor Defect notification to the System Contractor as follows:

- A. Initiate Critical Defect or High Defect resolution supports within 2 hours of notification to the System Contractor (Versaterm) by the City. Verified System Critical and High Defect Errors will be resolved as specified in the City’s System’s maintenance and support agreement with the System Contractor.
- B. Initiate Medium Defect and Low Defect resolution and acknowledge in writing Monday thru Fridays from 0800-1700, excluding recognized City of Portland Holidays.

**TO:** Sherwood City Council

**FROM:** Tom Pessemier, Assistant City Manager  
**Through:** Joseph Gall, ICMA-CM, City Manager

**SUBJECT: Resolution 2015-026, ratifying the contract agreement between the City of Sherwood and the American Federation of State, County and Municipal Employees (AFSCME); and authorizing the City Manager to sign the successor collective bargaining agreement between the City of Sherwood and the AFSCME**

---

**Issue:**

Should the City Council ratify the proposed contract agreement between the City of Sherwood and AFSCME and authorize the City Manager to sign the successor collective bargaining agreement?

**Background:**

The City of Sherwood and AFSCME entered into a Collective Bargaining Agreement beginning July 1, 2013 and was scheduled to end June 30, 2014. This agreement was extended by mutual agreement until June 30, 2015.

The City of Sherwood and AFSCME have a good working relationship and realized that some minor changes to the Agreement would be helpful but formal negotiations were not necessary to make the changes.

After informally meeting with AFSCME on a couple of occasions between December 2014 and January 2015, staff met with the City Council in Executive Session to discuss proposed changes to the agreement.

The changes to the Agreement are as follows:

- Date of the Agreement changed to July 1, 2015 to June 30, 2016.
- Numerous Capitalizations and typo's corrected which do not change terms of the Agreement.
- Article 8: Section 3; Changed the amount of compensation time that can be accrued from 40 to 60 hours.
- Changed Employer to City in a few locations to be consistent with remainder of document.



- Article 20: Section 1; Changed the portion that the City will pay of the premium cost of the PPO plan from 87% to 90% to match the Police Union.
- Changed Article 15: Section 5; added language regarding emergency leave time to recognize it conflicted with the Oregon Family Leave Act (OFLA).
- Changed Article 20: Section 4; since provider changed to Hartford.
- Changed Exhibit A to reflect the Cost of Living Adjustment in Article 22: Section 1; the adjustment is 1.7% for the period of the Agreement.

**Financial Impacts:**

Staff estimates that the cost of increasing the portion of insurance coverage will increase the City's costs by about \$8,600 annually. The cost to increase the compensation time is very small.

**Recommendation:**

Staff respectfully requests adoption of Resolution 2015-026 ratifying the contract agreement between the City of Sherwood and the American Federation of State, County and Municipal Employees (AFSCME); and authorizing the City Manager to sign the successor collective bargaining agreement between the City of Sherwood and the AFSCME.



**RESOLUTION 2015-026**

**RATIFYING THE CONTRACT AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME); AND AUTHORIZING THE CITY MANAGER TO SIGN THE SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SHERWOOD AND AFSCME**

**WHEREAS**, AFSCME Local 1777 (AFSCME) and the City of Sherwood (City) have entered into a Collective Bargaining Unit Agreement (Agreement) effective July 1, 2013; and

**WHEREAS**, the end date of the Agreement is currently June 30, 2015 and;

**WHEREAS**, the City and AFSCME have met to discuss making minor changes to the Agreement without entering into formal negotiations; and

**WHEREAS**, staff met with the City Council in Executive Session in January of 2015 to discuss the proposed changes; and

**WHEREAS**, the proposed Agreement is attached as Exhibit A; and

**WHEREAS**, the current Agreement will remain effective until June 30, 2015 and the proposed Agreement will remain tentative until ratified by the Sherwood City Council and will be effective on July 1, 2015 and remain in effect through June 30, 2016, unless extended by agreement of both parties.

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

**Section 1.** This agreement is approved and ratified by the Sherwood City Council and is approved for adoption. The Agreement is attached as "Exhibit A".

**Section 2.** The City Manager is hereby authorized to sign the collective bargaining agreement between the City of Sherwood and AFSCME.

**Section 3.** This Resolution is effective upon its approval and adoption.

**Duly passed by the City Council this 17<sup>th</sup> day of February, 2015.**

\_\_\_\_\_  
Krisanna Clark, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder

Exhibit A

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF SHERWOOD**

**AND**

**AFSCME LOCAL 1777**

**July 1, 2015 – June 30, 2016**

**TABLE OF CONTENTS**

PREAMBLE ..... 1  
ARTICLE 1 – RECOGNITION ..... 1  
ARTICLE 2 – DUES DEDUCTION ..... 1  
ARTICLE 3 – GRIEVANCE PROCEDURE ..... 2  
ARTICLE 4 – PERSONNEL FILE ..... 4  
ARTICLE 5 – POSTING AND FILLING OF VACANCIES ..... 4  
ARTICLE 6 – HOURS OF WORK ..... 5  
ARTICLE 7 – CALL BACK ..... 6  
ARTICLE 8 – OVERTIME/COMPENSATORY TIME ..... 6  
ARTICLE 9 – SENIORITY AND PROBATION PERIOD ..... 7  
ARTICLE 10 – LAYOFF AND RECALL ..... 8  
ARTICLE 11 – WORKING OUT OF CLASSIFICATION ..... 8  
ARTICLE 12 – BOOT REIMBURSEMENT ..... 9  
ARTICLE 13 – PAID TIME OFF ..... 9  
ARTICLE 14 – HOLIDAYS ..... 12  
ARTICLE 15 – SPECIAL AND EMERGENCY LEAVE ..... 13  
ARTICLE 16 - LEAVE WITHOUT PAY ..... 14  
ARTICLE 17 – RETIREMENT ..... 15  
ARTICLE 18 – BULLETIN BOARDS ..... 15  
ARTICLE 19 – STEWARDS ..... 15  
ARTICLE 20 – INSURANCE ..... 16  
ARTICLE 21 – DISCIPLINE AND DISCHARGE ..... 17  
ARTICLE 22 – COMPENSATION ..... 17  
ARTICLE 23 – SAVINGS CLAUSE ..... 18  
ARTICLE 24 – MANAGEMENT RIGHTS ..... 19  
ARTICLE 25 – CONTINUITY OF SERVICES ..... 19  
ARTICLE 26 – CLOSURE ..... 20  
ARTICLE 27 - TERM OF AGREEMENT ..... 20

## **PREAMBLE**

This Agreement is entered into between the City of Sherwood, Oregon, hereinafter referred to as the "City" and the City of Sherwood Employees Local 1777, Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the full and complete Agreement between the parties on matters relating to employment relations.

## **ARTICLE 1 - RECOGNITION**

**Section 1.** The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining for all full-time regular employees and for all part-time regular employees working an average of 20 hours or more per week and excluding managerial, supervisory and confidential employees and employees in the police department bargaining unit.

## **ARTICLE 2 – DUES DEDUCTION**

**Section 1.** All members of the bargaining unit who are members of the Union as of the effective date of the Agreement or who subsequently voluntarily become members of the Union shall continue to maintain membership status in the Union during the term of the Agreement except as expressly modified below.

**Section 2.** The City will provide for payroll deduction of Union dues and fees upon written authorization by the employee. Payroll deduction authorization cards must be received by the City by the fifteenth (15<sup>th</sup>) day of the month to be recognized as effective for the subsequent month. The City shall deduct from the end-of-the-month paycheck the amount of dues and initiation fees as certified by the Union and transmit to the designated officer of the Union the total amount deducted. The form of such authorization shall be as follows:

I hereby request and authorize deduction from my earnings an amount sufficient to provide for the regular payment of current monthly union dues, as established by Local Union No. 1777, Oregon AFSCME and as certified by it. Any change in that amount shall likewise be so certified. The amount to be deducted shall be monthly remitted to Oregon AFSCME Council 75 and this authorization shall remain in effect during my employment by the entity to which this authorization is directed, as a contract between myself and all other members of the Local Union, unless revoked by me in writing with a copy to the Union.

**Section 3. Indemnification.** The Union shall indemnify, defend, and hold the City harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the City, for any relief sought, where liability arises from the sole application of this Article. In the event

that any part of Article 2 shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement.

Section 4. The City agrees to notify the Union of all new hires in the bargaining unit within two (2) weeks after their date of hire, furnishing the Union with the new employee's name, mailing address, telephone number and position for which they were hired. The City will allow a union representative to meet with new employees for up to fifteen (15) minutes on the new employee's orientation day.

### **ARTICLE 3 - GRIEVANCE PROCEDURE**

Section 1. For the purpose of this Agreement, a grievance is defined as any one of the following:

- a. A claim by an employee covered by this Agreement concerning the meaning or interpretation of a specific provision or clause of this Agreement as it affects such employee;
- b. A claim by the Union concerning the application of a specific provision or clause of this Agreement as it affects a specific member of the Union.

An individual employee who does not wish the Union to pursue a disciplinary grievance (under Section 1(b) hereof) may notify the Union in writing at any time. Such notice shall preclude the Union from challenging the disciplinary action in any forum. A grievance which is resolved after an individual's exercise of the right to withdraw consent hereunder shall not constitute a precedent with regard to the substance of the grievance in question.

Section 2. Informal Grievance Adjustment. The City and the Union desire to adjust grievances informally -- both supervisors and employees are expected to make efforts to resolve problems as they arise. The informal step in the grievance process -- Step 1 - may be waived in writing by mutual agreement of the City and the employee and/or the Union. Unless so waived, a grievance shall be filed at Step 1 as follows:

Step 1: To commence resolution of a grievance, the employee and/or the Union shall notify the appropriate supervisor that the employee believes a problem exists and shall identify the affected parties. Such notification must occur within seven (7) calendar days of the occurrence which gave rise to the problem, not including the day of the occurrence. For purposes of this section, the appropriate supervisor is defined as the lowest level supervisor/manager delegated authority by the City to deal with the specific problem or concern. The parties involved shall meet to discuss the issues involved and attempt to resolve the problem by developing a solution that all parties can support. If the grievance is resolved, it shall be reduced to writing, signed by all parties involved in the discussion, with a copy to the City Manager and the Union. If a solution is not reached at the meeting, the Union may advance the grievance to Step 2.

Section 3. Formal Grievance Adjustment. The following steps shall be followed in submitting and processing a formal grievance, only after the informal grievance procedures have been completed without reaching a resolution:

Step 2: If the grievance is not settled at Step 1, the employee and/or the Union shall submit the grievance in writing to the Department Head, within fourteen (14) calendar days from the date of the occurrence which gave rise to the problem. The Department Head shall issue a response in writing within fourteen (14) calendar days from the date of presentation, not including the day of presentation, after attempting to resolve the matter.

Step 3: If the grievance is not settled at Step 2, the employee and/or the Union shall present the grievance to the City Manager or his/her designee within seven (7) calendar days from the date of response from the Department Head, or the date such response was due, not including the day of response. The City Manager or his/her designee shall attempt to resolve the grievance and report in writing the decision within fourteen (14) calendar days from the date it is submitted to the City Manager, not including the day of presentation.

Step 4: If the grievance is not settled at Step 3, the Union may pursue the grievance further by filing a written notice of intent to arbitrate the grievance with the City Manager within fourteen (14) calendar days of the date the decision of the City Manager is received, not including the day of receipt. The parties shall request a list of nine (9) Oregon/ Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator.

Section 4. The arbitrator shall set a hearing date and shall render a decision within thirty (30) calendar days after the conclusion of the hearing. His or her decision will be subject to the preponderance of the evidence standard. The power of the arbitrator shall be limited to interpreting this Agreement, determining if it has been violated, and to resolve the grievance within the terms of this Agreement. The arbitrator has no authority to add to, delete from, amend, or modify any terms of this Agreement or make a finding in violation of law. The decision of the arbitrator shall be final and binding on both parties. Each party shall be responsible for costs of presenting its own case to arbitration. Costs incurred in connection with the arbitration hearing will be divided equally, provided that the losing party shall be responsible for the arbitrator's fee and expenses.

Section 5. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance procedures the City fails to issue a response within the time limits set forth in this Article, the grievance will be advanced to the next step. Processing of the grievance and the time limits referred to in this Article may be waived or extended by mutual agreement in writing.

Section 6. All disciplinary action imposed upon an employee in excess of a verbal reprimand may be protested as a grievance through the regular formal grievance procedure, up to and including binding arbitration. Disciplinary grievances shall be initiated at Step 2 of this procedure, within fourteen (14) calendar days of the occurrence.

#### **ARTICLE 4 - PERSONNEL FILE**

Section 1. The City, subject to prior notification, shall provide an employee the opportunity to review the employee's personnel file. Copies of the contents of this file requested by the employee shall be provided at the employee's own expense. The official personnel file shall be maintained by the City.

Section 2. The employee may respond in writing, within thirty (30) calendar days, to any item placed in his personnel file and such response shall also be placed in the employee's personnel file. Materials received prior to the date of employment with the City shall not be subject to the provisions of this Article.

Section 3. All letters of warning and reprimands may be removed from an employee's personnel file upon request of the employee and approval of their department manager. If such request is denied, the employee may appeal the decision to the City Manager.

Section 4. Employees shall have the opportunity to review and shall sign any personnel document which reflects any adverse personnel action, prior to such document being entered into the employee's personnel file.

#### **ARTICLE 5 – POSTING AND FILLING OF VACANCIES**

Section 1. Posting of Vacancies. The City will normally post, for not less than five (5) days, notices of job vacancies offered by the City of Sherwood for which employees may apply. The most senior qualified applicant shall be selected when, in the determination of the City, the overall qualifications and abilities of the top two or more applicants are equal. Exceptions to this article include promotions when there is only one employee within a classification series who would qualify for the promotion, vacancies of limited duration or demotion of an employee which is either voluntary or disciplinary.

Section 2. Lateral Transfers. Vacancies may be filled by the voluntary lateral transfer of qualified employees within the City service. Lateral transfers are defined as a transfer of a qualified employee within the same pay range.

Section 3. Reclassification. Positions which are reclassified into higher classifications may be given to the incumbent employee in the position which is to be reclassified.

Section 4. Intent. Nothing in this article is intended to circumvent the layoff and recall process as outlined in Article 10.



## **ARTICLE 6 - HOURS OF WORK**

**Section 1. Work Week / Work Day.** The work week shall begin on Sunday at 12:01 A.M. and end 168 consecutive hours later at midnight on the following Saturday.

The regular work day consists of eight (8) or ten (10) consecutive work hours plus an unpaid meal period within any twenty four (24) hour period.

**Section 2. Work Schedules.** The work schedule shall be determined by the City based on the needs of the City and services to the public. Employees may work the following schedules:

- a. A 5-8 work schedule, which shall consist of five (5) consecutive days of eight (8) work hours each, or
- b. A 4-10 work schedule shall consist of four (4) consecutive days of ten (10) work hours each.
- c. A "flexible" work schedule, based on mutual agreement between the employee and the City, with notification to the Union prior to the implementation of the flexible work schedule. Such flexible work schedule will be equal in total hours worked during the pay period to that of a "5-8" employee but shall have no maximum or minimum number of work hours per day or work days per week, or
- d. A "regular part-time" schedule shall be any schedule to work twenty (20) hours or more per week but less than forty (40) hours per week, or the equivalent on a flexible schedule as set forth in subsection (c) above.
- e. The City may, based on operational need, establish alternative work schedules. The parties specifically agree that an alternative 36/44 schedule may be utilized at the discretion of the Public Works Director for the Public Works Department. The parties agree that if such schedule is utilized, the work week will begin on the middle of the Friday shift for purposes of equalizing the work week to 40 hours per week. Notice of such schedule change will be provided consistent with the Labor Agreement.

**Section 3. Regular Hours.** All shifts shall have an established starting and quitting time and that schedule shall be determined by the Department Head.

**Section 4. Work Schedule Changes.** When the City has knowledge of the need for a change in work schedules, including starting and quitting times, the City shall provide affected employees written notice of the change fourteen (14) days in advance of the change, unless the City lacks knowledge or in instances of unforeseen emergency outside the City's control, in which case the City will provide as much advance notice as possible.

Section 5. Pay for Emergency Schedule Change. The parties agree that employees working in the case of an unforeseen emergency outside the City's control pursuant to Section 4, above, shall be paid time and one-half the employee's regular rate for hours worked outside of the employee's regular hours, as established under Section 3, above. The parties further agree that this overtime premium payment will not pyramid with any other overtime an employee may work during the same workweek.

Section 6. Rest Periods. To the extent possible and consistent with operating requirements of the City, a rest period of fifteen (15) minutes shall be permitted all employees during each scheduled four (4) hour block of work, which shall be scheduled by the City in accordance with specific operating requirements of each employee's duties, and shall be considered on-duty working time. The rest period shall be permitted as nearly as possible to the midpoint of each scheduled four (4) hour block of work.

Section 7. Meal Periods. Employees shall be granted either a thirty (30) or sixty (60) minute unpaid meal period during each work day which shall not be considered on-duty working time. The meal period shall be scheduled as nearly as possible to the midpoint of the employee's scheduled work hours, to the extent possible and consistent with operating requirements of the City.

Only those part-time employees who work more than five (5) hours are entitled to a meal period.

### **ARTICLE 7 - CALL BACK**

Section 1. Whenever an employee is called back to perform emergency or unscheduled work, the employee shall receive a minimum of two (2) hours pay.

### **ARTICLE 8 – OVERTIME/COMPENSATORY TIME**

Section 1. An employee shall be paid time and one-half the employee's regular rate for authorized work in excess of forty (40) hours in a workweek, and for emergency schedule changes in accordance with Article 6, Section 5, provided that there shall be no pyramiding of such overtime. Overtime shall be calculated to the nearest quarter hour. Paid time off (excluding holidays) shall not count toward hours worked for purposes of overtime eligibility.

Section 2. Department managers and supervisors in charge of a shift, are the only employees authorized to require or authorize overtime by employees. Employees will be subject to discipline, up to and including discharge, for unauthorized overtime work.

Section 3. All authorized overtime work by employees, except for exempt classified employees, may be compensated for time off in lieu of pay, at the employees option and upon approval by the City. The compensation rate will be one and one-half (1 ½) hours for each hour of employment worked in excess of the employee's regular forty (40) hour workweek. The maximum accrual is sixty (60) hours of compensation time. Such non-exempt employees shall receive cash payment for all unused compensation time off upon resignation, layoff or dismissal. Such excess of unused compensation overtime shall be paid at the employee's regular rate of pay.

## **ARTICLE 9 - SENIORITY AND PROBATION PERIOD**

Section 1. Seniority. Seniority shall be defined as the total length of continuous service within a classification in the bargaining unit. Continuous service shall be service unbroken by separation from City service, except time spent on military leave as a member of the National Guard or other reserve component of the Armed Forces of the United States shall be included as continuous service.

Seniority shall be terminated if an employee quits, is discharged for just cause, is laid-off and fails to respond to written notice as provided herein, fails to report to work at the termination of a leave of absence, or is retired.

Section 2. Probationary Period. All appointments, including initial, promotional and lateral transfer appointments, shall be tentative and subject to a probationary period. Initial probationary appointments shall be no more than six (6) months of consecutive service.

In unusual cases where the responsibilities of a position are such or performance is such, that a longer period is necessary to demonstrate an employee's qualifications, the City may extend the probationary period up to six (6) additional months of consecutive service, as long as such extension is not arbitrary or capricious. The employee and the Union shall be notified in writing of any extension and the reasons therefore.

Upon satisfactory completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the appropriate supervisor.

During the initial probationary period, an employee may be terminated at any time without appeal. In the case of promotional appointments, the promoted employee may, at the City's discretion, be returned at any time during the probationary period to the employee's previous classification. During the first thirty (30) days of such probationary period, the employee may elect to return to the previous classification. In the event no vacancy exists, the employee will be placed on a recall list and subject to the recall procedures of Article 10, Section 3. In either case, the employee will be returned without loss of seniority to the applicable rate of pay for the previous classification.

## **ARTICLE 10 – LAYOFF AND RECALL**

**Section 1.** A layoff is defined as an involuntary separation from the City for reasons that do not reflect discredit upon the employee. If a layoff is implemented, layoffs shall be made within each job classification on the basis of merit and fitness, which shall be derived by documented performance evaluations and other documented performance criteria. If the employees' merit and fitness is not an overriding factor, as determined by the City Manager, who shall not act in an arbitrary or capricious manner, the least senior employee in the affected job classification shall be laid off first.

**Section 2.** Advance notice will be provided to employees the City intends to layoff as soon as plans are finalized.

**Section 3.** An employee will remain on the layoff list and be eligible for recall for twelve (12) months.

Employees laid off for a period of more than twelve (12) months lose all seniority credits. Employees recalled within twelve (12) months of their date of layoff shall be recalled in the inverse order of layoff. No new employees shall be hired for a classification of work until employees laid off in that classification have been offered an opportunity to return to work at equal pay or similar classification, by certified mail. It shall be the employee's responsibility to ensure that the employee's current address and telephone number is on file at the time the recall occurs. An employee so recalled by the City shall have five (5) working days in which to accept the assignment, and two (2) weeks to report if employed elsewhere. If the employee does not accept the assignment or report to work within the times specified, the employee will lose all recall and other seniority rights.

**Section 4.** No regular employee shall be laid off while temporary employees are retained by the City in the classifications of the employees proposed to be laid off. Temporary employees for purposes of this section are limited to employees hired for the express purpose of performing work created as a result of the layoff, and don't include seasonal or other limited duration employees hired to perform projects distinct from the work created as a result of the layoff.

## **ARTICLE 11 – WORKING OUT OF CLASSIFICATION**

**Section 1.** When an employee is notified in writing that they will be assigned for a limited period to act in capacity in a higher level of classification for more than a total of ten (10) consecutive or nonconsecutive working days (eight (8) hours or any portion thereof), that employee shall be paid premium pay of five percent (5%).

An employee performing duties out of classification for training and development purposes shall be so informed in writing, and it shall be mutually agreed to by the supervisor and employee. The notice shall state the purpose and length of assignment. During the training, there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

### **ARTICLE 12 – BOOT REIMBURSEMENT**

**Section 1.** Employees required to wear protective boots shall be reimbursed up to \$150 per year for such boots upon presentation of a receipt.

**Section 2.** The City will supply to Public Works Utility Workers any OSHA/OROSHA required safety equipment, raingear, rubber boots, gloves, coveralls, winter coats or jackets, and uniform pants and shirts (long and short sleeve).

**Section 3.** Upon supervisory approval, the City will provide rain gear to employees who demonstrate a regular and consistent need for protection from exposure to weather in the performance of their official duties, including but not limited to: Code Compliance, Senior Planner, Associate Planner, Inspectors, Engineering Associate and Senior Project Manager.

### **ARTICLE 13 - PAID TIME OFF**

**Section 1. Description.** The City shall provide a program of earned time off for regular full and part time employees, which can be used to meet the employees' needs or desires for paid time off from work. The program was implemented in 1998 with the intent of providing employees with the discretion to use PTO for absences due to illness, medical appointments and other personal health needs of the employee or members of his/her family. To accomplish this intent, sick leave accrual was reduced by three (3) days per year and added to PTO accrual. Use of such days are subject to employee discretion.

**Section 2. PTO Accrual.** PTO accrual rates are determined by a regular employee's length of continuous service with the City. Full time employees shall accrue PTO each pay period at the following rate:

<b>Yrs of Continuous Service</b>	<b>Accrual Rate of Pay Period</b>	<b>Yearly Accrual Rate</b>	<b>Maximum Accrual</b>
< 3 years	5.23 hours	17 days	26 days
=>3 years	5.85 hours	19 days	29 days
=> 6 years	6.46 hours	21 days	32 days
=> 9 years	7.08 hours	23 days	35 days
=> 12 years	7.69 hours	25 days	38 days
=> 15 years	8.31 hours	27 days	41 days

Part time employees shall accrue PTO at a prorated rate of full time employees. Eligible employees are paid hours up to the actual scheduled hours worked for the particular day in which time off is requested.

Section 3. Trial Employees. PTO and sick leave accrued during the first six (6) months of continuous service shall not be credited as earned PTO and sick leave until the employee completes the initial probationary period.

Section 4. Maximum Accrual. Leave benefits which are earned may be accrued to a maximum of one and one half (1 ½) times the employee's annual accrual rate (rounded up). Employees will not accrue or be paid for any leave in excess of one and one half times. However, the City may approve temporary accruals and carryovers of more than the maximum allowable amount when the employee is unable to take time off due to City staffing and work load requirements, or other legitimate reasons, that in the opinion of the Department Head, make use of accrued paid time off benefits unfeasible. Temporary accruals in excess of the allowable amount shall be approved in writing by the City Manager.

Section 5. Procedure for Use of PTO.

- a. To schedule days off other than for illness or injury, an employee must submit a request to the immediate supervisor as far in advance as possible. All requests will be granted on a "first come, first served" basis. If two or more time off requests are received at the same time, then resolution of the conflicting time off request shall be based on seniority. PTO leave request, except in emergency situations, should be made at least two (2) weeks in advance. The immediate supervisor shall respond with the approval or denial within one (1) week of receipt of the request. All requests must be made in writing to be considered. Requests may be denied based upon staffing and workload requirements of the City. Approval of requests will not be unreasonably withheld.
- b. Employees must indicate in writing the number of PTO hours for which payment is requested. The combined total of hours worked and PTO hours cannot exceed the normal working time in any given pay period, except for authorized overtime.
- c. For illness or injury, the employee must notify the immediate supervisor as soon as possible. If the illness extends beyond one (1) day, daily calls must be made to keep the supervisor informed, unless otherwise arranged between the supervisor and the employee.

Section 6. Cash Out. Regular employees shall be paid in one (1) lump sum for any accrued but unused PTO benefits only upon layoff, resignation or dismissal, unless the employee fails to provide the required notice, if any.

Section 7. Sick Leave Accrual. Full time employees shall accrue eight (8) hours of sick leave per month, which may only be used for absences resulting from injury or illness in excess of one (1) day, or emergency leave. Part time employees shall accrue sick leave at a prorated rate of full time employees. Sick leave will be accrued in a separate bank and employees will not accrue or be paid any sick leave in excess of 720 hours.

Section 8. Applicability. Sick leave benefits may be used by regular employees for absences due to personal injury, illness or temporary disability in excess of one (1) day, which keeps the employee from performing their regular duties. Sick leave benefits may also be used for absences occasioned by the illness or injury of an immediate family member, or for reasons associated with the Family Leave Act.

Section 9. PTO Usage with Sick Leave. If an employee misses one day of work for an injury, illness or temporary disability, the first day of paid leave shall come from the bank of accrued PTO leave unless the employee provides notice from a health care provider justifying the need for the leave, in which case an employee may access sick leave accrual immediately. Any additional leave necessary for an injury, illness or temporary disability in excess of the first day of PTO shall come from the bank of accrued sick leave. When an employee is absent on more than one occasion for the same occurrence, only one day of PTO is required prior to utilizing paid leave from the employees' accrued bank of sick leave.

Section 10. On-the-Job Injury. When an employee is absent from work because of an on-the-job injury, time off will not be charged to sick leave except as provided below. The employee may select one of the following options:

- a. The employee may elect to receive only his/her workers' compensation payments.
- b. The employee may voluntarily turn in their first and all subsequent worker's compensation payments and will, in turn, receive their regular gross wages, and the following will occur:
  1. Employees shall use available sick leave for integration with their workers' compensation payments in order to receive their regular gross wages. In this situation a check for full gross wage will only be received if the employee has available sick leave. Deduction to sick leave shall be proportional to the difference between the workers' compensation payments and regular gross wages.
  2. In the event an employee withholds any of his/her workers' compensation payments, compensation will fall into the integration of sick leave formula described above from the first day of injury. In the event this occurs, the City can automatically deduct any overpayment in full from the employee's next paycheck, or any subsequent checks if there is not a sufficient amount in the next paycheck.

Section 11. Exempt Employees' Administrative Leave. Bargaining unit members who are exempt employees shall receive forty (40) hours of administrative leave each year on January 1<sup>st</sup> or upon hire in which case the amount of the leave credited will be pro-rated. This administrative leave may be used as soon as it is credited and may not be carried over to the next calendar year.

In consideration of the fact that exempt staff work hours in excess of forty (40) per week, exempt staff will be allowed to flex their schedules upon supervisory approval.

### **ARTICLE 14 - HOLIDAYS**

Section 1. All full-time employees shall be entitled to the following holidays:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25th

Section 2. Holiday Pay. Regular full time employees who do not work on a holiday shall receive eight (8) hours holiday pay at their regular rate of pay, provided they have worked or been paid for their last scheduled workday before and their first scheduled workday after the holiday. Regular part time employees working twenty (20) hours or more a week who do not work on a holiday shall receive a portion of the eight (8) hours holiday pay at their regular rate of pay equivalent to the percentage of their hours worked to a full forty (40) hour work week, provided they have worked or been paid their last scheduled workday before and their first scheduled workday after the holiday. An unexcused absence from scheduled work on a holiday will result in loss of holiday pay for that holiday. Employees who work on a holiday will receive their holiday pay in addition to regular pay for work on the holiday or additional time off within the work week in which the holiday falls.

Section 3. Except for employees regularly scheduled to work on a Saturday or Sunday, when a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed.



## **ARTICLE 15 - SPECIAL AND EMERGENCY LEAVE**

**Section 1. Jury Duty.** Employees who are called to serve on a jury, or served with a subpoena as a witness in any court proceeding concerning a matter which is not personal to the employee, shall be allowed time off from work without loss of pay or accrued benefits. Any fees received shall be endorsed over to the City for deposit in the City's General Fund, provided, however, that any fees received for such duty occurring on days that are not regular workdays for the employee shall be retained by the employee. Employees excused from jury duty or court proceedings are expected to work the remainder of their regular workday.

**Section 2. Military Leave.** Military leave shall be granted in accordance with state and federal law.

**Section 3. Leave with Pay.** Except as otherwise established by this Agreement in the form of paid time off, holidays, jury duty, emergency leave, in-service training, and the other forms of leave and training specifically identified, leave with pay is not allowed, except by express authorization of the City Manager.

**Section 4. Family Medical Leave.** Consistent with City policy, an employee may be eligible for Family Medical Leave to care for a spouse, parent, parent-in-law or child with a serious health condition as defined under federal and state law, or sick child requiring home care, for the employee's own serious health condition as defined under federal and state law, or for parental leave for the birth of a child or for placement of a child under 18 years of age for adoption or foster care. As a general rule, such leave shall not exceed twelve (12) weeks within any twelve (12) month period, except as otherwise required by law. An employee may qualify for more than twelve (12) weeks of leave under OFLA and FMLA.

Where practicable, and subject to the approval of the treating health care provider, the employee shall make a reasonable effort to schedule health care treatment or supervision to minimize disruption of the City's operations.

An employee returning from a FMLA or OFLA leave will have reinstatement rights pursuant to federal and state law.

**Section 5. Emergency Leave.**

- a. **Generally.** When a death or serious illness occurs in an employee's immediate family, the employee may request up to three (3) workdays paid emergency leave, which will be deducted from the employee's sick leave balance. Emergency leave pay shall be that amount the employee would have earned had the employee worked their regular work schedule. All emergency leave shall be approved in writing by the Department Head, setting out the terms, conditions, and length of said leave. Effective January 1, 2014, Oregon Family Leave Act (OFLA) changes the amount of time allowed and the City will follow the State guidelines.

- b. Benefit. Emergency leave may not exceed three (3) workdays in any calendar year unless approved by the City Manager. Emergency leave in excess of three (3) workdays not approved by the City Manager shall be treated as PTO pursuant to the Paid Time Off section, or be treated as leave without pay should all PTO be exhausted.
- c. Definition. “Immediate family” for purposes of this section is defined as spouse, children, grandchildren, parents, grandparents, siblings, mother-in-law, father-in-law, brother or sister-in-law, or any relative residing in the employee’s immediate household.

Section 6. Union Leave. One authorized Union representative, upon written request from the Union given 30 days in advance, may be given a short-term leave of absence of up to one week per fiscal year without pay to transact business for this bargaining unit of the Union. The Union will cooperate with the City by making requests for such leave in a manner which will minimize interference with the City’s operations. The Union agrees to reimburse the City for the costs of any benefits the employee earned or enjoyed during the period of unpaid Union leave (such as PERS, PTO accrual, sick leave accrual, health insurance benefits, etc.).

## **ARTICLE 16 - LEAVE WITHOUT PAY**

Section 1. Leave without pay may be granted to any regular employee by the City Manager for any period of time up to twelve (12) months for personal, professional, or family reasons, or for time beyond the medically certified period of temporary disability following childbirth. The City Manager shall have the discretion to grant leaves without pay for other reasons consistent with the best business interest of the City.

Section 2. Authorization. All leave without pay must be requested by the regular employee in writing as soon as the need for such leave is known. All written requests shall state the reason for the leave and the amount of leave time needed. Written requests shall be submitted to the employee’s department head, and referred to the City Manager with the department head’s recommendation. All leave without pay shall be approved in writing by the City Manager setting out the terms, conditions, and length of said leave. The City Manager has the discretion to reduce or deny the leave without pay request when the reduction or denial is in the best business interest of the City.

Section 3. Return to Work. Failure to return from any leave without pay on or before a designated date, will be considered a voluntary resignation and cause for denying re-employment within the City. Employees on leave without pay may return to work early, provided notice is given to their department head at least two (2) regular City workdays in advance.

Section 4. Benefits. Paid time off and sick leave benefits are not earned while an employee is on leave without pay. Unless otherwise required by law, the City will not pay any portion of the employee’s group medical and life insurance premiums while the employee is on leave without

pay, though the employee may elect to personally continue such coverage as provided under the terms of such policies. At the City Manager's discretion, an employee may be required to use any earned but unused paid time off and holiday benefits before a leave without pay is granted.

Section 5. Re-employment. Employees returning from an approved leave without pay are entitled to return to their same position or a similar position in the same class and pay step. Provided, however, if the employee's anniversary date fell during a leave without pay period, the employees' anniversary date shall be adjusted accordingly for the time away on leave, unless otherwise required by law.

Section 6. Certificates. Employees who are granted a leave without pay for medical or disability reasons must exhaust all accrued sick leave benefits prior to commencing leave without pay. Any employee returning from a leave without pay due to medical or disability reasons must provide a qualified health care provider's certification of the employee's ability to return to work. If the employee was placed on leave without pay status pursuant to the terms of the Physical Examinations section the certificate shall, if possible, be from the health care provider who previously examined the employee.

## **ARTICLE 17 - RETIREMENT**

Section 1. PERS Enrollment. After six (6) full calendar months of employment, all employees scheduled to work at least six hundred (600) hour per year shall participate in the State of Oregon Public Employees Retirement System (PERS) or the Oregon Public Service Retirement Plan. Provided, however, that individuals actively enrolled in PERS as a result of prior employment shall be immediately re-enrolled upon hire. The City shall pay the employee's contribution in addition to the City's share of the cost of the retirement plan for each employee. Employees do not have the option of receiving this pick up as salary and paying their contribution directly.

## **ARTICLE 18 - BULLETIN BOARDS**

Section 1. The City agrees to allow the Union to furnish and maintain a bulletin board in each City facility in which bargaining unit members work. The Union shall use the boards only for notices and bulletins concerning Union matters.

## **ARTICLE 19 – STEWARDS**

Section 1. Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as "stewards" and the names of other Union representatives who may represent employees shall be certified in writing to the City by the Union.

Section 2. An authorized Union representative and employee(s) directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay. The Union shall advise the City as to which employee(s) will attend such meeting. It

shall be the responsibility of each individual employee to provide advance notice of the meeting to his/her immediate supervisor.

The City agrees that accredited representatives of AFSCME may have access to employees in the bargaining unit during business hours, provided the employee and the representative are not on City time and the representative has received managerial approval to be in City facilities. Such access may be permitted on a case by case basis without loss of pay when the City determines, in its sole discretion, that such access is in the best interests of the City and does not interfere with the normal operations of the department.

## **ARTICLE 20 – INSURANCE**

Section 1. Effective upon execution of this Agreement, the City will provide group medical, dental, and vision insurance coverage for all regular full-time employees and regular part-time employees who work 20 or more hours per week. The terms, conditions, and extent of the City's group insurance programs may be modified or canceled at any time by action of the City Council or the insuring agency. The City will pay 90% of the premium cost of the PPO Plan option in place for each tier of coverage for full-time employees. City contributions for part-time employees shall be pro-rated in accordance with City policy. Employees electing alternative plan options made available by the City may apply these contribution amounts towards such coverage and are responsible for any remaining premium costs. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

Section 2. During the term of this Agreement, the City will provide group term life insurance and accidental death and dismemberment for each regular, full time employee at one and one-half (1 ½) times the employee's annual salary, \$75,000 maximum. The City will also provide \$2,000 life insurance coverage for dependents.

Section 3. Regular, full time employees may enroll in a program of long term disability insurance at 50% of monthly salary up to a maximum monthly benefit of \$3,000. Premium for this plan are paid 50% by the City and 50% by the employee.

Section 4. An optional accidental death and dismemberment plan for all regular, full time employees shall be offered by the City which is equivalent to the current Hartford AD&D plan. Premiums for this plan will be paid for by the employee.

Section 5. The City shall provide to employees in the bargaining unit an Internal Revenue Code Section 125 Flexible Spending Plan with pre-tax health and dependent benefits.

Section 6. The group medical, dental, and vision insurance coverage provided in Section 1 above will be subject to annual review and recommendations by an insurance benefit committee consisting of an equal number of represented and non-represented committee members.

## **ARTICLE 21 - DISCIPLINE AND DISCHARGE**

### **Section 1. Discipline.**

- a. Disciplinary action shall include only the following: Oral reprimand; written reprimand; suspension without pay; demotion; or discharge.
- b. Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action is usually progressive in nature, but may be imposed at any level if supported by just cause and based upon the seriousness of the offense and the particular circumstances of the employee. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances.
- c. Disciplinary action imposed upon an employee, other than oral reprimand, may be processed as a grievance through the regular grievance procedure.

## **ARTICLE 22 -- COMPENSATION**

**Section 1. Wage Scales.** Effective July 1, 2015, increase the wage scale across the board (by applying percentage increase to first step and maintaining 2.5% between steps), by a percentage equal to the CPI-W, West Index, (Annual Average), minimum 0%, maximum 5%.

**Section 2. Salary Steps.** All step increases within the salary matrix established in Exhibit "A" shall be contingent upon satisfactory performance as indicated in an employee's written performance evaluation. This annual evaluation will also include a review of the employee's job description for completeness and accuracy. A performance evaluation may be grieved under Article 3 through Step 3 of the grievance procedure if an employee receives an evaluation which "Does Not Meet Standards." If an employee does not receive his/her annual performance evaluation within two months after the employee's anniversary date, the evaluation will be presumed satisfactory and any step increase due will be granted retroactively to the employee's anniversary date.

**Section 3. Two-Step Increments.** Employees who have satisfactorily completed five (5) years within the City will receive two-step increments for their anniversary adjustments upon receipt of a satisfactory performance evaluation.

**Section 4.** Unless otherwise prohibited by law, the anniversary date and performance evaluation period of an employee taking a leave without pay of thirty (30) calendar days or longer, shall be postponed until the employee has returned to work and completed as many days of continuous employment as the length of the leave without pay period.

**Section 5.** Mileage and expense reimbursement will continue pursuant to existing City policy.

Section 6. The costs of obtaining City required licenses, certifications and physical exams shall be reimbursed consistent with existing City policy.

Section 7. Promotion. Upon promotion, an employee will advance to the new salary range and to the step in the new salary which provides at least a 5% increase from the employees former salary step. A new anniversary date will be established upon the effective date of promotion.

Section 8. Reclassification. When an employee's position is reclassified upward the employee shall be placed on the new salary range at the first step equal to or higher than the employees former salary step.

Section 9. Probationary Employees. Upon completion of initial trial service or promotional probation, and employee shall be granted a step increase. A new anniversary date will be established upon the date of the successful completion of trial service or promotion probation.

### **ARTICLE 23 – SAVINGS CLAUSE**

Section 1. Should any article, section, or portion of this Agreement or supplement thereto be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon, be finally adjudged by the Supreme Court, or other court of appropriate jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, to be in violation of any state or federal law, then such portion or portions shall become null and void, and the balance of this Agreement remains in effect, except those remaining provisions which are so essential, connected and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provisions would not have been agreed to without such other parts and the remaining provisions which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this Agreement. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation, and to bring it into conformance. The parties agree that the Labor Agreement will not serve to restrict the City's obligation to comply with the federal and state law concerning its duty to accommodate individuals with disabilities.

Section 2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement is subject to established annual budget procedures. The wages and benefits provided herein may not be cut unilaterally, but the parties recognize that, if there are insufficient funds to maintain the level of wages and benefits provided herein, the parties will meet and confer on that subject on request of either party. The City cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City makes no guarantee as to passage of budget requests, approval thereof, or necessary sources of revenue.

## **ARTICLE 24 – MANAGEMENT RIGHTS**

Section 1. The Union recognizes and agrees that responsibility for management of the City and direction of the various departments rests solely with the City, and the responsible department heads. Except where abridged by specific provisions of this Agreement, the Union recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to: directing the activities of the City and its departments; determining standards and levels of service and methods of operation, including subcontracting, where Union members are not denied work opportunities as a result; the introduction of new technology and equipment; hiring, promoting, transferring and laying off employees; disciplining and discharging employees for just cause; promulgating policies and procedures; determining work schedules; assigning work; and, with no less than sixty (60) days advance notice to the Union, modifying how employees are paid or the dates employees are paid.

Management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 10. The City retains all rights, powers and privileges not expressly specified in this section and not specifically abridged by this Agreement or statute.

Section 2. Nothing in this Agreement, or in this Article, will be construed to prevent the City from initiating any program or change which is not contrary to an express provision of this Agreement.

## **ARTICLE 25 – CONTINUITY OF SERVICES**

Section 1. During the term of this Agreement the Union's membership will not participate in any strike against the City under any circumstances. For the purpose of this Agreement, "strike" is defined as any concerted stoppage of work, slow down, speed up, sit-down, absence from work upon any pretense that is not found in fact, or any interference which affects the normal operation of the City.

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross a picket line in the line of duty.

Section 2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provision of this Agreement.

Section 3. In the event of a violation of this provision by the Union or members of the Union, the City may discipline or discharge any employee involved in such activity.

**ARTICLE 26 – CLOSURE**

Section 1. Pursuant to their statutory obligations to bargain in good faith, the City and the Union have met in full and free discussion concerning matters of employment relations as defined by ORS 243.650 (et. seq.). This contract incorporates the sole and complete agreement between the City and AFSCME Council 75 resulting from these negotiations.

Section 2. This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between, and executed by, the City and AFSCME Council 75 where mutually agreeable.

**ARTICLE 27 – TERM OF AGREEMENT**

Section 1. This Agreement shall be effective on July 1, 2015, and shall remain in full force and effect until June 30, 2016.

Section 2. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, by December 1st that it wishes to modify the Agreement.

**FOR AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 75, LOCAL  
1777**

**FOR THE CITY OF SHERWOOD**

\_\_\_\_\_  
Philip Smith, Local 1777 President

\_\_\_\_\_  
Joe Gall, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Becky Steward, Council Representative

\_\_\_\_\_  
Tom Pessemier, Assistant City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**City of Sherwood, Oregon  
 2015-16 Proposed  
 Salary Schedule - AFSCME Represented**

Position	Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Library Page 1	<b>1</b>	23,786	24,380	24,990	25,614	26,255	26,911	27,584	28,274	28,980	29,705	30,448
Recreational Assistant		1982	2032	2082	2135	2188	2243	2299	2356	2415	2475	2537
		11.44	11.72	12.01	12.31	12.62	12.94	13.26	13.59	13.93	14.28	14.64
Library Page 2	<b>2</b>	27,813	28,508	29,221	29,951	30,700	31,468	32,254	33,061	33,887	34,735	35,603
		2318	2376	2435	2496	2558	2622	2688	2755	2824	2895	2967
		13.37	13.71	14.05	14.40	14.76	15.13	15.51	15.89	16.29	16.70	17.12
Admin Asst I	<b>3</b>	31,999	32,799	33,619	34,459	35,321	36,204	37,109	38,037	38,988	39,962	40,961
Library Asst I		2667	2733	2802	2872	2943	3017	3092	3170	3249	3330	3413
Recreation Specialist		15.38	15.77	16.16	16.57	16.98	17.41	17.84	18.29	18.74	19.21	19.69
Admin Asst II	<b>4</b>	36,148	37,052	37,978	38,928	39,901	40,898	41,921	42,969	44,043	45,144	46,273
Library Asst II		3012	3088	3165	3244	3325	3408	3493	3581	3670	3762	3856
Maint Wkr I		17.38	17.81	18.26	18.72	19.18	19.66	20.15	20.66	21.17	21.70	22.25
Admin Asst III	<b>5</b>	40,127	41,130	42,158	43,212	44,292	45,400	46,535	47,698	48,891	50,113	51,366
Billing Tech		3344	3427	3513	3601	3691	3783	3878	3975	4074	4176	4280
Engineering Tech I		19.29	19.77	20.27	20.78	21.29	21.83	22.37	22.93	23.51	24.09	24.70
Maint Wkr II												
Court Clerk I												
Finance Tech	<b>6</b>	44,142	45,245	46,377	47,536	48,724	49,942	51,191	52,471	53,783	55,127	56,505
Code Compliance/Evid Tech		3678	3770	3865	3961	4060	4162	4266	4373	4482	4594	4709
Department/Program Coord		21.22	21.75	22.30	22.85	23.43	24.01	24.61	25.23	25.86	26.50	27.17
Maint Wkr III												
Permit Specialist												
Public Works Tech												
Mechanic												
Events & Volunteer Coord												
Engineering Tech II												
Librarian												
Assistant Planner	<b>7</b>	48,096	49,298	50,531	51,794	53,089	54,416	55,777	57,171	58,600	60,065	61,567
Youth Services Librarian		4008	4108	4211	4316	4424	4535	4648	4764	4883	5005	5131
Maintenance Worker Lead		23.12	23.70	24.29	24.90	25.52	26.16	26.82	27.49	28.17	28.88	29.60
Accountant												
Municipal Court Administrator												
Associate Planner	<b>8</b>	52,441	53,752	55,095	56,473	57,885	59,332	60,815	62,335	63,894	65,491	67,128
Engineering Associate I		4370	4479	4591	4706	4824	4944	5068	5195	5324	5458	5594
Inspector I		25.21	25.84	26.49	27.15	27.83	28.52	29.24	29.97	30.72	31.49	32.27
Inspector II	<b>9</b>	56,651	58,067	59,519	61,007	62,532	64,095	65,698	67,340	69,024	70,749	72,518
		4721	4839	4960	5084	5211	5341	5475	5612	5752	5896	6043
		27.24	27.92	28.61	29.33	30.06	30.82	31.59	32.38	33.18	34.01	34.86
Senior Planner	<b>10</b>	60,617	62,133	63,686	65,278	66,910	68,583	70,297	72,055	73,856	75,703	77,595
		5051	5178	5307	5440	5576	5715	5858	6005	6155	6309	6466
		29.14	29.87	30.62	31.38	32.17	32.97	33.80	34.64	35.51	36.40	37.31

**Council Meeting Date:** February 17, 2015

**Agenda Item:** New Business

**TO:** Sherwood City Council

**FROM:** Craig Sheldon, Public Works Director

Through: Joseph Gall, ICMA-CM, City Manager and David Doughman, City Attorney

**SUBJECT: Resolution 2015-027 assessing Sidewalk construction costs on 22050 SW Hail Place, Sherwood, Or 97140 and directing the City Recorder to enter such assessments in the City's Lien Docket**

---

**Issue:**

Should the City place property owners on the City's lien docket who agreed to participate in the sidewalk assistance program and failed to compensate the City for repairs completed on their behalf?

**Background:**

In June 2013, the City completed an inspection of city sidewalks located west of Highway 99 and identified approximately 307 sidewalk deficiencies. City staff notified property owners of the requirement to repair the sidewalks and invited them to participate in the Sidewalk Repair Assistance Program. The property identified below signed up for the program and has not remitted the full balance in the allotted 12 months since the initial billing on January 6, 2014. See attached letter.

Property Address:	22050 SW Hail Place, Sherwood, OR 97140
Property Owner:	Steven Simmons
Amount Owed to City:	\$300.00

Chapter 12.08.090 of the Sherwood Municipal Code (SMC) states: "The notice shall specify the amount of the cost of construction or repair, and state that if the amount is not paid within thirty (30) days after the date of service, the council shall thereafter, after hearing objections, if any, made thereto, by resolution assess the cost of such construction and repairs of such sidewalk or sidewalks upon the lots and parcels abutting such sidewalk and thereby benefited; and the recorder shall enter such assessment in the docket of city liens and shall bear interest at the rate of nine (9) percent per annum from ten (10) days after date of entry in the lien docket.

In the manner provided in Chapter X of the City Charter for docketing liens for street improvements, and it shall become immediately due and collectible thereafter and enforced in

the manner provided by Chapter X of the City Charter, or as provided by state statute for enforcement of city liens and assessments. Such assessments shall be paid in full."

**Financial Impacts:**

The sum of money to be considered for placement on City's lien docket is \$300.00. This does not include the cost of attorney or staff hours.

**Recommendation:**

Staff respectfully requests City Council adoption of Resolution 2015-027, assessing Sidewalk construction costs on 22050 SW Hail Place, Sherwood, OR 97140 and directing the City Recorder to enter such assessments in the City's Lien Docket.



Home of the Tualatin River National Wildlife Refuge

City of Sherwood  
15527 SW Willamette St.  
Sherwood, OR 97140  
Tel 503-625-5722  
Fax 503-625-0679  
www.sherwoodoregon.gov

STEVEN SIMMONS  
22050 SW HAIL PL  
SHERWOOD, OR 97140

February 2<sup>nd</sup>, 2015

**Mayor**  
Krisanna Clark

**Council President**  
Sally Robinson

**Councilors**  
Linda Henderson  
Dan King  
Jennifer Harris  
Jennifer Kuiper  
Vacant

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

**Assistant City Manager**  
Tom Pessemier, P.E.

**Re: Sidewalk Repair Payment Required  
22050 SW HAIL PL, SHERWOOD, OR 97140**

Dear Homeowner,

This letter is to inform you that the City is scheduled to present your address and outstanding balance to the City Council at the **Council Meeting scheduled for February 17<sup>th</sup>, 2015 starting at 7:00 pm**. The City will be requesting that City Council approve placing a lien against your property for failure to remit payment in the amount of Three Hundred Dollars and zero cents (\$300.00) for work completed by the City to correct sidewalk deficiencies adjacent to your property.

You will be permitted to speak on your own behalf at the meeting to express your justification for your refusal to remit. We have included a copy of your signed agreement.

The Sidewalk Repair Assistance Program, in which you agreed to participate with signed documentation, allows the homeowner 12 months interest free to remit the total balance of the repair. **Municipal Code 12.08.090 – Assessment** permits the City to enter the unpaid balance into the docket of city liens.

Remittance in full to the Utility Billing Department prior to the hearing will remove your address from the process.

Thank you,

David Janusz  
Department Program Coordinator  
15527 SW Willamette St  
503.925.2312  
[januszd@sherwoodoregon.gov](mailto:januszd@sherwoodoregon.gov)



2009 Top Ten Selection



2007 18<sup>th</sup> Best Place to Live





**RESOLUTION 2015-027**

**ASSESSING SIDEWALK CONSTRUCTION COSTS ON 22050 SW HAIL PLACE, SHERWOOD, OR 97140 AND DIRECTING THE CITY RECORDER TO ENTER SUCH ASSESSMENT IN THE CITY'S LIEN DOCKET**

**WHEREAS**, pursuant to Chapter 12.08 of the Sherwood Municipal Code, the City undertook improvements to various sections of sidewalks within the City; and

**WHEREAS**, the City notified property owners of their obligation to complete the improvements themselves or the option of partnering with the City to share in the cost of the improvements; and

**WHEREAS**, after hearing objections, if any, the City Council will assess the properties for the costs the City incurred in completing the improvements to the sidewalks abutting the properties.

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

**Section 1.** An assessment in the amount of three hundred dollars and zero cents (\$300.00) is imposed upon the following property: 22050 SW Hail Place, Sherwood, OR 97140. The current owner of 22050 SW Hail Place is Steven Simmons.

**Section 2.** The City Council directs the City Recorder to enter the assessment in the docket of City liens. The City Council may authorize the enforcement of the lien to collect the amounts assessed in accordance with ORS 223.505 et seq. or other relevant provisions of law.

**Section 3.** The property owner may discharge the assessment imposed above in accordance with 12.08.090, ORS Chapter 223 or other relevant provisions of law.

**Section 4.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 17<sup>th</sup> day of February, 2015.**

\_\_\_\_\_  
Krisanna Clark, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder

**TO:** Sherwood City Council

**FROM:** Julia Hajduk, Community Development Director  
Through: Joseph Gall, ICMA-CM, City Manager

**SUBJECT: Resolution 2015-028, authorizing the City Manager to enter into a professional services contract with AMEC Foster Wheeler for Environmental Consultant Services associated with the Tannery Brownfield Site Assessment**

---

**Issue:**

Should the Council authorize the City Manager to sign contract with AMEC Foster Wheeler for environmental consultant services associated with the Tannery Brownfield Site Assessment?

**Background:**

The former Frontier Leather Tannery (Tannery) site currently sits vacant. It is located on the north side of Oregon Street, generally west of Rock Creek and south and east of the railroad tracks. The Tannery treated animal hides with chromium oxide from the 1940s through the 1990s. Hides were tanned using chromium, and then split with the valuable halves of the hides being sold and the less valuable "hide splits" buried onsite. Tannery operations also included wastewater treatment in two 3.4-acre lagoons. Water treatment sludge was buried onsite with the hide splits. The Oregon Department of Environmental Quality (DEQ) has conducted some assessments on the property and has identified chromium, lead, and other heavy metals in soil and buried hides.

The Tannery is made up of six tax lots, however four of the tax lots are privately owned and have been cleaned up to DEQ's satisfaction. The remaining two tax lots, totaling approximately 25 acres, are owned by Washington County through tax foreclosure. The City is interested and the County is willing to transfer the land to the City for development purposes; however it is necessary for the City to fully understand the issues, liability, clean-up costs and, ultimately, the redevelopment potential before it is recommended that the Council consider accepting the property.

The City applied for and received an Environmental Protection Agency (EPA) Site-Specific Brownfields Assessment Grant for the Tannery in an amount of \$200,000. The intent of the grant is to characterize, assess and conduct cleanup planning and community involvement related activities.

The City solicited proposals from environmental consulting/engineering firms with experience in environmental site investigation, remediation and redevelopment on October 30, 2014, with proposals due November 24, 2014. The City received 5 excellent proposals and after scoring the proposals by a team comprised of City staff, a representative from DEQ and a representative from Business Oregon, two firms were selected for interviews. After the interview, AMEC Foster Wheeler was selected as the firm to begin contract negotiations with.

**Financial Impacts:**

The City received a \$200,000 EPA grant to complete this site assessment work. Of the granted amount, \$143,300 is budgeted for consultant services. The remaining grant funds will be used for DEQ costs (\$27,500), Washington County Health Department costs (\$10,000) and local staff costs (\$19,200). This is a new revenue source that was not known at the time the FY14-15 budget was prepared, therefore a new supplemental budget will be brought forward later this fiscal year to account for both the revenue and expenditures that will occur in this fiscal year.

**Recommendation:**

Staff respectfully requests adoption of Resolution 2015-028 authorizing the City Manager to enter into a professional services contract with AMEC Foster Wheeler for environmental consultant services associated with the Tannery Brownfield Site Assessment.



**RESOLUTION 2015-028**

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH AMEC FOSTER WHEELER FOR ENVIRONMENTAL CONSULTANT SERVICES ASSOCIATED WITH THE TANNERY BROWNFIELD SITE ASSESSMENT**

**WHEREAS**, the City applied for and received a grant from the US Environmental Protection Agency (EPA) to do a site-specific site assessment for a brownfield in Sherwood referred to as the Former Frontier Leather Tannery (Tannery); and

**WHEREAS**, the intent of the grant is to characterize, assess and conduct cleanup planning and community involvement related activities for two parcels comprised of the Tannery; and

**WHEREAS**, the grant budget assumed \$143,300 for consultant services; and

**WHEREAS**, after soliciting, receiving and reviewing proposals from qualified firms, the selection team determined that AMEC Foster Wheeler was best suited to meet the project goals and perform the services needed by the City; and

**WHEREAS**, AMEC Foster Wheeler and the City negotiated the scope of work and proposed budget of \$135,700 with contingency of \$7,600 and a total project budget not to exceed the granted funded amount of \$143,300 (see attached Exhibit A – Scope of Work and Fee Schedule).

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

**Section 1.** The City Manager is authorized to enter into a professional services contract with AMEC Foster Wheeler for the project scope and fee described in the attached Exhibit A in an amount not to exceed \$143,300.

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

**Duly passed by the City Council this 17<sup>th</sup> day of February, 2015.**

\_\_\_\_\_  
Krisanna Clark, Mayor

Attest:

\_\_\_\_\_  
Sylvia Murphy, MMC, City Recorder



**SCOPE OF WORK AND BUDGET FOR CITY OF SHERWOOD  
ENVIRONMENTAL ENGINEERING SERVICES TO PERFORM BROWNFIELD ASSESSMENT  
FORMER FRONTIER LEATHER PROPERTY**

**Task 1 – Project Management & Reporting**

**Proposed Task Budget: \$8,600**

**Prepare and Maintain Schedules and Budgets:** As indicated in the Cooperative Agreement Work Plan, the project period extends from 10/31/14 to 10/31/17. Immediately following project award, AMEC will use Microsoft Project to develop a detailed master schedule for the project. The schedule will include all EPA-required reporting, tentative dates for public meetings, and a detailed schedule for all technical project activities and deliverables. AMEC will use its spreadsheet tracking tool to track budgets for all tasks.

**ACRES Reporting:** At the start of the project, AMEC will prepare the required Property Profile Form using the ACRES database. We will update the project's ACRES record within 30 days after the end of each fiscal quarter in which assessment work occurs, and at the completion of assessment activities.

**Draft EPA Reports:** For each quarterly report prepared by the City, AMEC will provide a summary of work conducted during the quarter, and a description of progress toward meeting outputs and outcomes. AMEC will provide all information regarding the utilization of disadvantaged business enterprise (DBE) on the project on an annual basis. This information will be used by the City in completing required annual DBE reports. At the end of the project, AMEC will prepare a Final Performance Report, which will include before-and-after site photographs, documentation of outputs and outcomes achieved, lessons learned, and success stories. AMEC also will provide the City with any financial information needed for the City to complete a final Federal Financial Report.

**Task 2 – Public Involvement**

**Proposed Task Budget: \$5,000**

**Provide Input on Public Involvement Plan:** AMEC will provide the City with a generic Public Involvement Plan (PIP) template. AMEC and Cogan Owens Greene will participate in one 2-hour meeting with the City to discuss project public involvement goals and work scope. The City will then prepare the PIP. AMEC and Cogan Owens Greene will review the PIP prior to its submittal to the EPA for review and approval.

**Facilitate and Present at Public Outreach Meetings:** It is currently anticipated that the project will include four public outreach meetings. Each meeting, and AMEC/Cogan Owens Greene's role in each meeting, is described below.

Meeting #1, held prior to initiating site assessment work to inform the public about the project and invite community participation and input. Cogan Owens Greene and AMEC will support the City in developing the agenda for this meeting hosted and facilitated by the City. An AMEC representative will attend the meeting.

Meeting #2, held after site assessment work has been completed to publicize the results and to seek public opinion regarding remedial alternatives. Cogan Owens Greene and AMEC will support the City in developing the agenda for this meeting hosted and facilitated by the City. An AMEC representative will attend this meeting to present on the technical results of site assessment work.

Meeting #3, held following completion of the Analysis of Brownfield Cleanup Alternatives (ABCA) to inform the public regarding the preferred remedial alternative for the Property and announce the 30-day ABCA public comment period. Cogan Owens Greene and AMEC will support the City in developing the agenda for this meeting hosted and facilitated by the City. An AMEC representative will attend this meeting to present on the technical aspects of the ABCA.

Meeting #4, held at project closeout to inform the public about project successes. Cogan Owens Greene and AMEC will support the City in developing the agenda for this meeting hosted and facilitated by the City. An AMEC representative will attend the meeting.

**Develop Fact Sheets:** AMEC will provide technical information for inclusion in at least two fact sheets prepared by the City. Similarly, AMEC will provide technical information to assist the City, as requested, in preparing press releases, articles for the *Cityscape* newsletter, and social media notices using the City's Twitter and Facebook accounts. We also will assist the City in developing a Brownfields Initiative webpage by providing electronic copies of deliverables and other technical information.

**Provide Support for ATSDR Model Report:** AMEC will support the Washington County Health Department and Oregon Health Authority in the preparation of an Agency for Toxic Substances and Disease Registry Model Report by completing the following:

1. Providing technical support in developing and distributing a simple survey to at-risk and underserved community members regarding community health issues important to them;
2. Participating in a community meeting to recap the survey results, and brainstorm about how development can address issues identified during the survey; and
3. Providing technical feedback regarding the issues identified by the community, and metrics to gauge benefits to the community obtained through the project.

### **Task 3 – Site Characterization**

**Proposed Task Budget: \$114,600**

**Prepare Quality Assurance Project Plan (QAPP):** Before conducting field sampling activities, AMEC will prepare a QAPP in accordance with EPA requirements.

**Prepare Sampling and Analysis Plan (SAP):** AMEC will prepare a SAP detailing the scope and objectives of Phase I soil and groundwater sampling activities and Phase II wetlands assessment on tax lots 600 and 602. In preparing the SAP, AMEC will review all existing environmental data, will identify gaps in the existing data set, and will design a work scope to eliminate identified data gaps. The SAP and QAPP will be streamlined in a single deliverable. DEQ will be the primary reviewer of the SAP through its voluntary cleanup program. The SAP will identify subcontractors involved in the project, and describe their roles.

AMEC will discuss with the City and other stakeholders the pros and cons of using geophysics to delineate the boundaries of the hide-split landfill, and based on the outcome of these discussions, may include this in the SAP. We anticipate that the technical work scope that will be described in the SAP will include 1) the collection of approximately 60 soil samples from 20 direct-push soil borings located on tax lot 602; 2) laboratory analysis of all 60 soil samples for metals, approximately 30 soil samples for organochlorine pesticides, and approximately 15 soil samples for semi-volatile organic compounds, volatile organic compounds, and polychlorinated biphenyls; 3) the installation and development of approximately six to eight monitoring wells on tax lots 600 and 602; 4) initial groundwater sampling that will include a broad spectrum of analyses, including metals, organochlorine pesticides, semi-volatile organic compounds, and volatile organic compounds; and 5) additional groundwater sampling at a frequency and duration negotiated with the DEQ. The actual work scope, however, will be determined through discussions with the DEQ.

**Develop Health and Safety Plan (HASP):** AMEC will prepare a site-specific HASP. An AMEC Certified Industrial Hygienist will review and approve our HASP.

**Implement QAPP/SAP/HASP:** Following the approval of all pre-investigation work plans by City, EPA, and DEQ, AMEC will implement the scope of work described in the SAP in accordance the quality control measures outlined in the QAPP. If it is decided that geophysical exploration will be conducted at the site, this work will be completed first. Final determination of soil and groundwater sampling locations would follow the completion of any geophysical exploration work conducted. Consistent with the HASP, all boring and monitoring locations will be screened for subsurface utilities prior to their installation. All exploration locations will be located in the field using a hand-held global positioning system device using geographic information

system (GIS) coordinates supplied by our GIS specialist. All field personnel will be 40-hour Hazwoper-trained, and will have carefully reviewed the HASP. Personal protective equipment will be worn as specified in the HASP. Soils will be logged in each boring by an Oregon Registered Geologist/Environmental Professional. Soil and groundwater samples will be collected in new laboratory-supplied containers, and will be placed in a cooler maintained at a temperature of 4°C. The custody of all samples will be documented from the time of collection until delivery to the contract laboratory using a chain-of-custody form.

**Develop Phase II ESA Report:** Following the completion of soil sampling on tax lot 602, AMEC will prepare a brief data report documenting soil sampling and testing results. Following the completion of groundwater sampling on tax lots 600 and 602, we will prepare a comprehensive report documenting historical soil sampling results and sampling results from this project. We will develop the outline for this report in accordance with the DEQ's *Independent Cleanup Pathway Report Preparation Guide*. While we will conduct project work through the DEQ voluntary cleanup program rather than as an independent cleanup, this guidance is the current report standard preferred by the DEQ. Our report will include 1) background information; 2) a description of sampling methodologies used; 3) a description of the Site environmental setting; 4) a summary of all soil and groundwater testing data, including historical data; 5) a conceptual site model; and 6) an evaluation of risk, including determining whether contaminant hot spots are present.

**Prepare Wetlands Assessment Report:** Prior to completing a field reconnaissance of the Property, AMEC will review publicly available wetland and natural resource documents relevant to the Property and surrounding area. During the field reconnaissance, AMEC personnel will document observations on field forms and take photographs of wetland and other habitats on site. We will mark wetland boundaries and other sensitive habitats with high-visibility flagging tape. Following the field reconnaissance, AMEC will prepare a report following federal and state guidance and regulations. Figures showing the boundaries of identified wetlands, data sheets, and site photographs will be included in the report.

**Prepare Cultural and Natural Resource Letter:** AMEC will complete and submit Endangered Species Act and National Historic Preservation Act notifications in accordance with EPA requirements prior to initiating soil or groundwater sampling activities at the Property. We also will consult with interested Oregon Native American tribes regarding cultural resources prior to sampling, as required by EPA.

## **Task 4 - Cleanup Planning**

### **Proposed Task Budget: \$7,500**

Using information regarding the nature, extent, and concentration of contaminants and the results of risk analysis developed during the reporting phase of Task 3, AMEC will prepare an ABCA. The ABCA will be prepared in accordance with EPA requirements, but even more importantly, in general accordance with DEQ feasibility study guidance. The objective of the ABCA is to present remedial alternatives for impacted soil and groundwater, and evaluate the alternatives based on the following criteria: 1) effectiveness, 2) long-term reliability, 3) implementability, (4) implementation risk, and 5) reasonableness of cost. After the 30-day ABCA public comment period, AMEC will assist the City with reviewing and addressing comments and documenting the selected remedial action in the Final Cleanup Plan.

### **TOTAL PROJECT BUDGET: \$135,700**

The EPA Brownfields Grant (00J93201) received by the City of Sherwood includes a contractual budget of \$143,300. The difference between the project budget and contractual budget (\$7,600) shall be included as contingency in AMEC's contract with the City. Use of these funds by AMEC must be pre-approved by the City, and can only be used for work scope not originally anticipated, as described above.

### **TOTAL PROJECT BUDGET WITH CONTINGENCY: \$143,300**

**Sherwood Field House Monthly Report December 2014**

<u>December-15</u>	<u>Dec-15</u>		<u>YTD</u>		<u>Nov-13</u>
<b>Usage</b>		People		People	People
	<u>Count</u>	<u>Served*</u>	<u>Count</u>	<u>Served*</u>	<u>Served*</u>
Leagues	8	741	14	2418	871
Rentals	116	1740	413	6111	1380
Other (Classes)					
[1] Day Use	9	86	28	234	50
<b>Total Usage</b>		<b>2567</b>		<b>8763</b>	<b>2301</b>
<b>Income</b>	<u>Dec-15</u>	<u>YTD</u>			
Rentals	\$7,295	\$25,848			
League fees (indoor)	\$5,995	\$36,054			
Card fees (indoor)	\$329	\$2,149			
Day Use	\$218	\$766			
Advertising					
Snacks	\$988	\$2,105			
Classes					
<b>Total</b>	<b>\$14,825</b>	<b>\$66,922</b>			
<b>FY 13 14</b>					
<b>Income</b>	<u>Dec-13</u>	<u>YTD</u>			
Rentals	\$5,033	\$18,848			
League fees (indoor)	\$9,849	\$46,316			
Card fees (indoor)	\$378	\$2,589			
Day Use	\$134	\$587			
Advertising					
Snacks	\$1,270	\$2,415			
Classes					
<b>Total</b>	<b>\$16,664</b>	<b>\$70,755</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.

**Sherwood Field House Monthly Report January 2015**

<u>January-15</u>	<u>Jan-15</u>		<u>YTD</u>		<u>Jan-14</u>
<b>Usage</b>		People		People	People
	<u>Count</u>	<u>Served*</u>	<u>Count</u>	<u>Served*</u>	<u>Served*</u>
Leagues	8	630	22	3048	1039
Rentals	100	1500	513	7611	1860
Other (Classes)					
[1] Day Use	13	111	51	345	112
<b>Total Usage</b>		<b>2241</b>		<b>11004</b>	<b>3011</b>
<b>Income</b>	<u>Jan-15</u>	<u>YTD</u>			
Rentals	\$6,225	\$32,073			
League fees (indoor)	\$6,997	\$43,051			
Card fees (indoor)	\$357	\$2,506			
Day Use	\$326	\$1,092			
Advertising					
Snacks	\$950	\$3,055			
Classes					
<b>Total</b>	<b>\$14,855</b>	<b>\$81,777</b>			
<b>FY 13 14</b>					
<b>Income</b>	<u>Jan-14</u>	<u>YTD</u>			
Rentals	\$7,425	\$26,273			
League fees (indoor)	\$6,265	\$52,581			
Card fees (indoor)	\$258	\$2,847			
Day Use	\$363	\$950			
Advertising					
Snacks	\$692	\$3,107			
Classes					
<b>Total</b>	<b>\$15,003</b>	<b>\$85,758</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.



### **Sports Fields and Gyms**

We had some Westside youth teams renting Snyder Park during the month.

Youth basketball started on December 6<sup>th</sup> with their Jamboree.

They played 19 classic games at SMS and another 58 Recreational games during the two weeks after their jamboree.

They also held their boys classic tournament the weekend of the 19<sup>th</sup> through the 21<sup>st</sup>. The tournament had 102 games and teams from all over the Portland metro area participated.

### **Field House**

We still have 8 leagues going, five youth and three adult.

December was a big month for rentals as we had 116 during the month.

Sundays are full as I just had baseball pick up four hours every Sunday through February.

Respectfully Submitted

Lance Gilgan

January 5, 2015



### **Sports Fields and Gyms**

Youth soccer has been practicing at Snyder Park and spent some time at the High school.

Youth Basketball played 91 games Rec 3<sup>rd</sup> through 8<sup>th</sup> grade during the month.

They also held 23 Rec High School and 48 Classic games during the month, for a total of 162 games in our gyms in January.

Youth basketball also held a girls tournament in January that brought teams in from all over the Portland metro area. 43 teams played 95 games during the tournament.

### **Field House**

We have started our Tuesday Night Co-Ed league back up so we are running adult leagues four nights during the week.

We had 23 youth teams sign up for our second youth session.

Rentals are still going strong.

Respectfully Submitted

Lance Gilgan

February 3, 2015

**Sherwood Public Library**  
**Monthly Management Report**  
**January 2015**



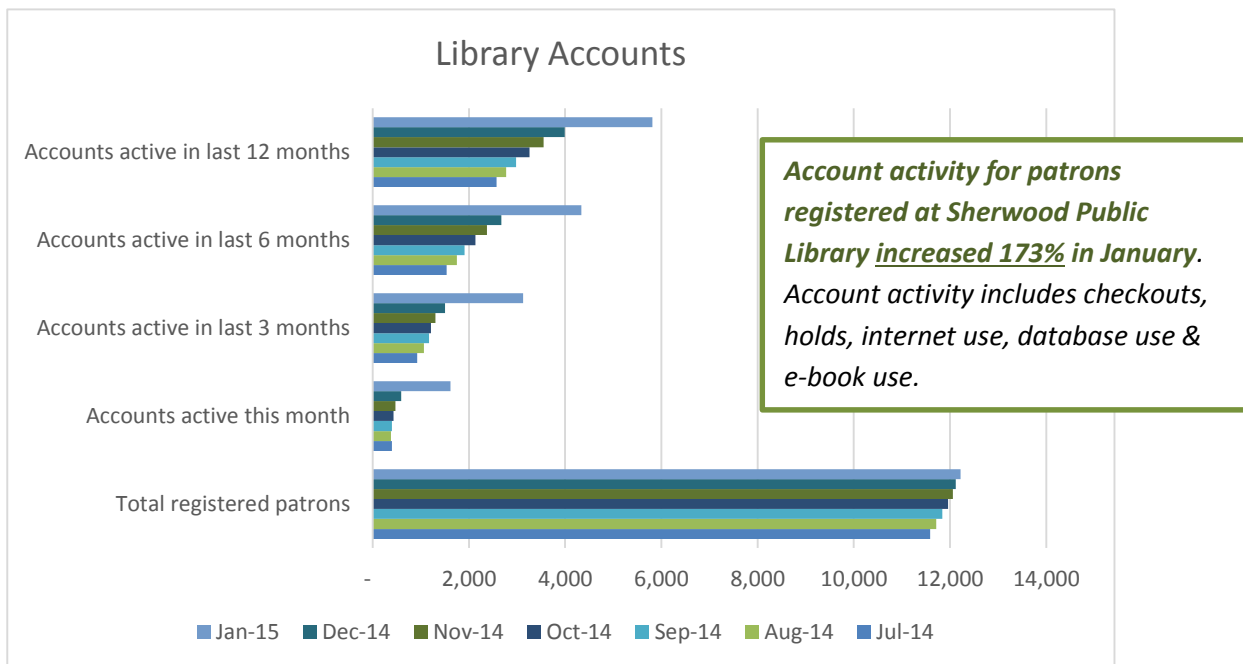
Submitted by: Adrienne Doman Calkins, Library Manager

**Contents:**

- 1) Statistics
- 2) Programs & Activities
- 3) Service Stories

**Statistics**

Monthly Patron Snapshots	Nov-14	Dec-14	Jan-15
Total registered patrons	12,057	12,121	12,217
Accounts active this month	472	594	1,619
Accounts active in last 3 months	1,304	1,502	3,127
% change from prev. month	8%	15%	108%
Accounts active in last 6 months	2,371	2,675	4,335
% change from prev. month	11%	13%	62%
% of patrons active in last 6 months	20%	22%	35%
% of change in last 3 months	24%	25%	83%
Accounts active in last 12 months	3,550	3,993	5,815
% of patrons active in last 12 mos.	29%	33%	48%
New library cards	95	64	96

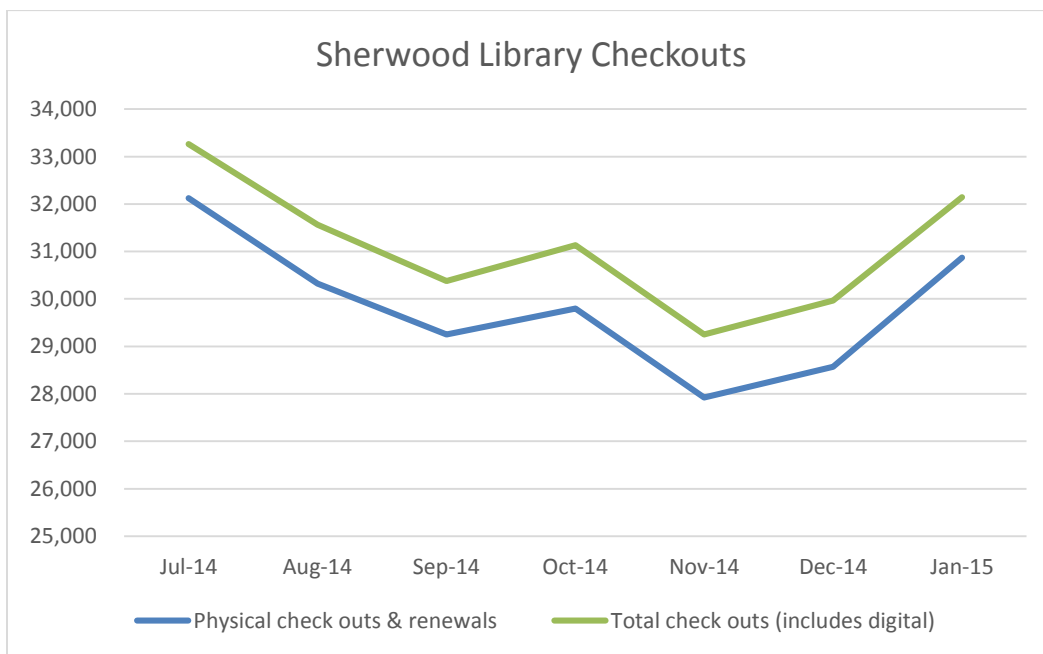




Door count	Dec-14	Jan-15	% Change from last month	Jan-15 Open hours	Open days	Patrons per hour	Patrons per day	Avg physical checkouts & renewals per hour	Monthly checkouts per FTE
Total	18,332	21,357	14%	246	29	87	736	125	3,338

*Sherwood Library checkouts went up in January compared to last year, defying the trend in libraries across the country.*

Monthly Circulation	Dec-14	Jan-15	January last year	% Change from last year	% Change from last month
Physical check outs & renewals	28,573	30,871	30,495	1.2%	8.0%
Self-checkouts only	6,646	7,729	7,087	9.1%	16.3%
% @ self-check	23%	25%	23%	7.7%	7.6%
Digital checkouts (Library2Go)	1,120	939	n/a	n/a	-16%
Digital checkouts (3M)	276	331	n/a	n/a	20%
Total digital checkouts	1,396	1,270	n/a	n/a	-9%
% of total checkouts	4.7%	4.0%	n/a	n/a	-15%
Total check outs	29,969	32,141	30,495	5.4%	7.2%
Check ins	21,106	20,545	21,421	-4.1%	-2.7%



Collection Development	Dec-14	Jan-15	Monthly avg last FY
Count of items added	438	773	562

Volunteers	Hours	Equivalent FTE	# of volunteers
Bulletin Board	4	0.02	1
Checkin (returns)	81.75	0.47	12
Checkin (tasket processing & holds)	56	0.32	7
Clerical/office asst	12.5	0.07	1
Requests to fill	37.75	0.22	6
Homework Helper	6	0.03	1
Shelving	6.25	0.04	1
Checkin total	137.75	0.79	19
<b>Grand Total</b>	<b>204.25</b>	<b>1.18</b>	<b>29</b>
Last month	169	0.98	22
% change	17%	17%	24%

## Programs & Activities

### Youth Programs:

- Fairy Crafts: Fairy Houses—12 children, 9 adults—21 total
- Homework Help—5 teens (2 sessions)
- iPad Apps and Little Kids—2 children, 3 adults—5 total
- Lego Lab—10 children, 7 adults (17 total)
- Paperback Pals book group—8 children
- Read to the Dogs: 7 people
- Saturday Crafterday: gingerbread theme—17 children, 12 adults—29 total
- Storytimes:
  - Stone Soup Family Storytime & Craft—11 children, 6 adults—17 total
  - Saturday Family Storytime (Snowy & rainy stories theme)—11 children & 8 adults—19 total
  - Toddler Storytimes, Tuesdays & Wednesdays: 205 children, 172 adults—377 total people (7 storytimes)
  - Preschool Storytimes, Tuesdays & Wednesdays: 193 children, 115 adults—308 total people (7 storytimes)
  - Baby Time: 31 babies, 28 adults—65 total people (4 storytimes)

*Total participants: 878*

### Youth contests:

- “Frozen” Raffle & Favorite Character Contest—for Ages 12 & Under—110 entries
- Teen art contest for WCCLS—2 entries

*Total participants: 112*

**Adult & All Ages Programs:**

- A will is not enough—11 participants
- Alter Wiener: Holocaust Survivor—203 participants
- DIY Craftshop: Steampunk Trinket Boxes—3 children, 4 adults—7 total participants
- e-Books are Easy—7 participants
- Financial Literacy Seminar—2 participants

*Total participants: 230*

**Outreach:**

- Early Learning Hub workshop: Every Child Ready to Read, Hopkins Elementary School
- Helping Hands—made library handouts available at food bank
- Rotary presentation (morning group), by Adrienne Doman Calkins

**Growing Partnerships:**

- Art of the Story Grand Finale plans are underway. This Washington County Cooperative Library Services program will be held at the Sherwood Center for the Arts.
- Washington County Early Learning Hub & Sherwood School District

**Other Activities:**

- Displays: Holocaust history
- Facilitated an interview between media and LaVerne Will Kossler, 2<sup>nd</sup> librarian for City of Sherwood in the 70s-80s.
- Projects:
  - Implement new storytime schedule. Reallocate some funds to programs for school-aged children and working families.
  - Planning Spring & Summer programming
  - Training new volunteers
  - Magazine Monday (free magazine giveaway--ongoing)
  - Weeding outdated materials (ongoing)
- Recruitments:
  - Posted for 26-hour Youth Services Librarian II position, vacated by Tracy Malek. Position closes 2/6/2015.
- Washington County Cooperative Library Services Meeting attendance:
  - Adult Services (Pinn Crawford)
  - Adult Summer Reading (Crystal Garcia)
  - Art of the Story (Jenny)
  - CircUs (Jenny)
  - Executive Board attendee (Adrienne Doman Calkins)
  - Policy Group (Adrienne Doman Calkins)
  - Publicity Committee (Jenny Swanson)
  - WCCLS Users Group (Jenny)
  - Youth Services (Tracy Malek)

Other meetings:

- Chamber breakfast meeting (Adrienne)
- Main Street meeting (Adrienne)

## Service Stories

“Glad to see a lot of variety, especially for the grade-school years. Your Book Club for kids is great!” – a mom attending Lego Lab

“Thanks for having us! Lin had so much fun!”—Facebook comment from Lego Lab attendee.

We had 203 people attend the Alter Wiener: Holocaust Survivor program on Saturday, Jan. 24. Once the room was full with standing and sitting-on-the-floor room only, we left the front and side doors open for another 50+ people to watch from outside. Our door count was 1,202—nearly twice that of the previous Saturday. I’m told the line of people waiting to get in to the Community Room stretched all the way to the outside sidewalk on Pine St. At least another 200 people were turned away. We could have easily filled the new Center for the Arts with this program. Mr. Wiener has since agreed to an encore performance in May.



The article below featured the program in the Sherwood Gazette:

### [Holocaust survivor plays to packed house at Sherwood library](#)

Created on Monday, 26 January 2015 12:49 | Written by [Ray Pitz](#) |

Photo Credit: COURTESY OF ADRIENNE DOMAN CALKINS - More than 200 people packed the community room at Sherwood City Hall on Saturday to hear about Alter Wiener's experiences during the Holocaust. A Hillsboro resident, Wiener said this well may be his last public appearance.

More than 200 people jammed into the council chambers/community room at the Sherwood Public Library Saturday afternoon to hear Holocaust survivor Alter Weiner speak on what he underwent as a prisoner in Nazi concentration camps.



“It was an amazing event and such an honor to hear Mr. Wiener's story first-hand, to meet him, and to bring him to Sherwood for our community,” said Adrienne Doman Calkins, library manager. “I am profoundly touched by his story and how he helps the audience to imagine what it felt like to be uprooted, to lose his family, to face fear, tyranny and starvation, and to still embrace hope and life.”

Doman Calkins said the audience was rapt with attention with young students leaving with pages of notes to share with their classmates.

She said the door count at the library Saturday was 1,202, nearly twice that of the previous Saturday.

One of only a handful of Holocaust survivors still living in the state, Wiener, now 88, lost 123 members of his extended family when 6 million Jews were annihilated.

“It was a program about love and acceptance, just as much as it was about the Holocaust. What surprised me most was Mr. Wiener's lightness of being,” Doman Calkins said. “His personality was effervescent as he transfixed us with stories from the past, sprinkled with humorous antidotes about his life since. He shares such a gift through his presentation.”

Wiener is the author of “64735: From a Name to a Number — A Holocaust Survivor's Autobiography,” published in 2007.

Meanwhile, Wiener's visit may well have been his last. Wiener's Facebook page explains that a recent illness took its toll on him physically, making it too exhausting to schedule future public appearances.

“This was a very hard decision for him, since he wants nothing more than to make sure that children continue to learn about the Holocaust,” said Doman Calkins. “We wish Alter all the health and happiness in the world!”

For more on Wiener's book, life and mission, visit <https://www.facebook.com/fromaname>.

**SHERWOOD POLICE DEPARTMENT**

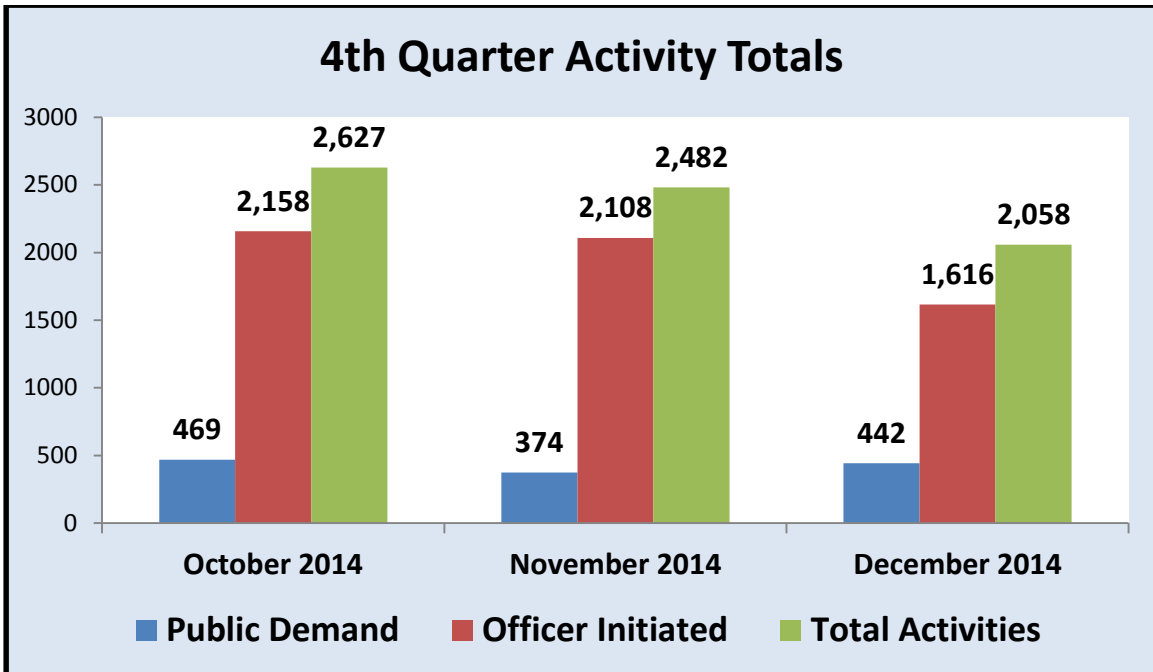
**2014 UPDATE REPORT**

**4<sup>th</sup> Quarter: *October-November-December***

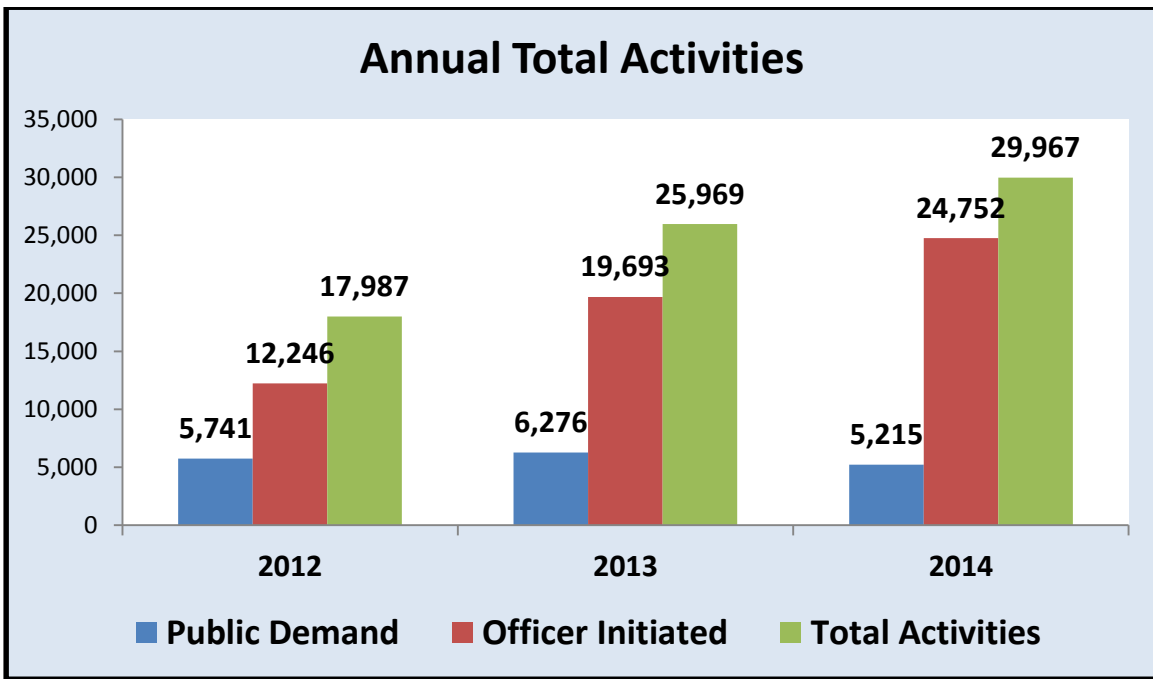


2014 Patrol Calls for Service & Activities

<b>Activity Highlights</b>	<b>2013 Totals</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>	<b>2014 Totals</b>
Premise checks for security	2,409	839	902	879	683	3,303
Assistance provided to public	1,848	591	600	685	661	2,537
Suspicious Vehicles	668	149	154	187	174	664
Subject Stops/contacts	360	44	91	93	60	288
Suspicious Circumstances	311	70	75	91	71	307
Animal Complaints	239	42	51	70	40	203
Alarms	203	54	49	62	78	243
Juvenile Problems	348	64	90	84	64	302
Thefts	323	73	78	86	85	322
Suspicious Persons	171	27	29	54	42	152
Welfare Checks-People	229	48	62	74	70	254
Harassment	146	53	36	35	27	151
Noise Complaints	164	24	43	56	26	149
Incomplete 911 calls	96	41	26	19	28	114
Warrant Service	98	23	18	29	34	104
Fraud	95	16	54	22	17	109
Domestic Disturbance	148	23	32	40	30	125
Criminal Mischief	197	33	43	36	20	132
Drug Complaints	67	16	28	12	21	77
Burglaries	50	8	9	14	13	44
Suicide Threats	22	4	6	9	3	22
Suicide Attempts	4	4	3	1	2	10
Mental Intervention	15	1	3	3	9	16
Patrol Case Follow-Up	1,964	740	608	597	615	2,560
Robberies	6	0	1	1	4	6
Assaults	29	3	9	2	8	22
Disturbances	139	26	33	50	40	140
Assist Fire/Other PD	251	62	50	54	47	213
Sex Offenses	12	4	3	3	4	14
Missing Persons	13	2	8	4	8	22
Arson	1	1	2	3	0	6

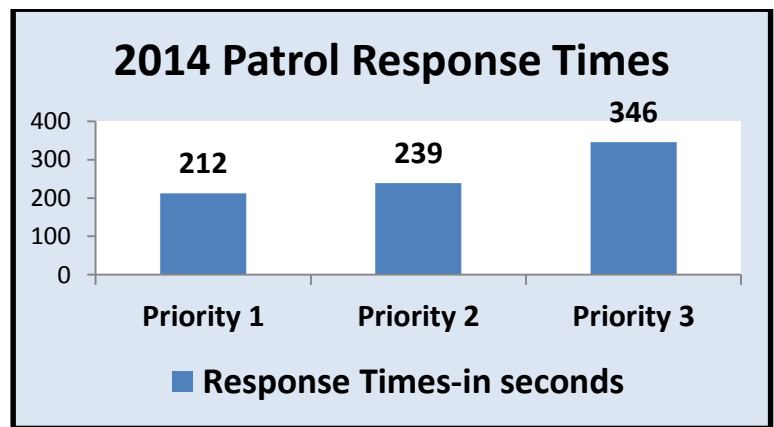
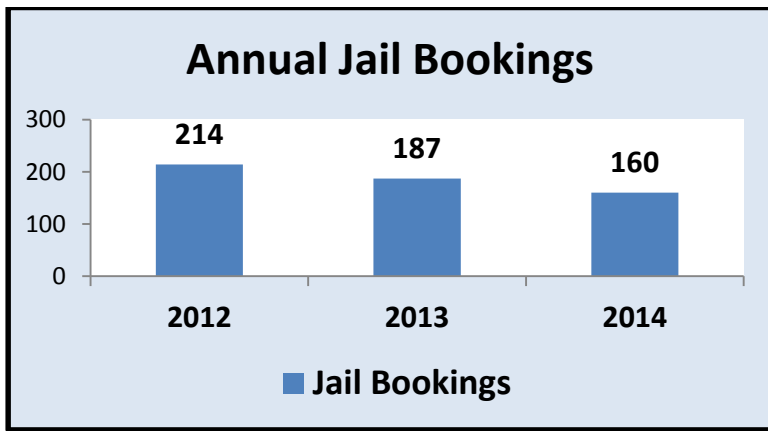
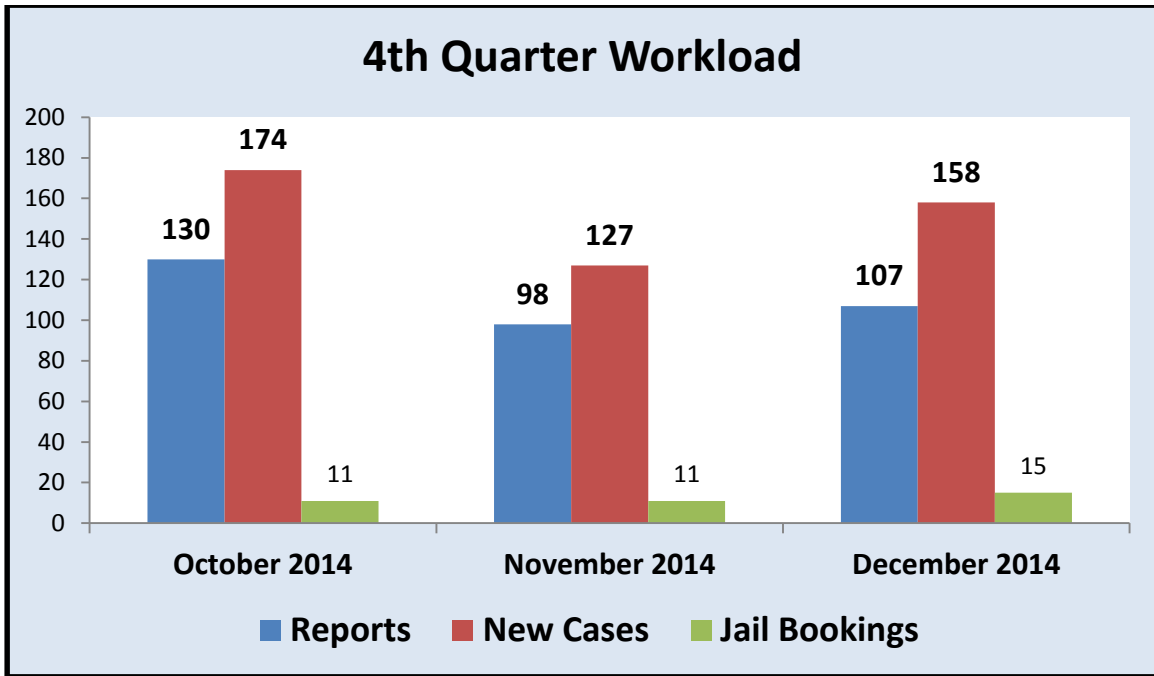


*Source PSWeb2*



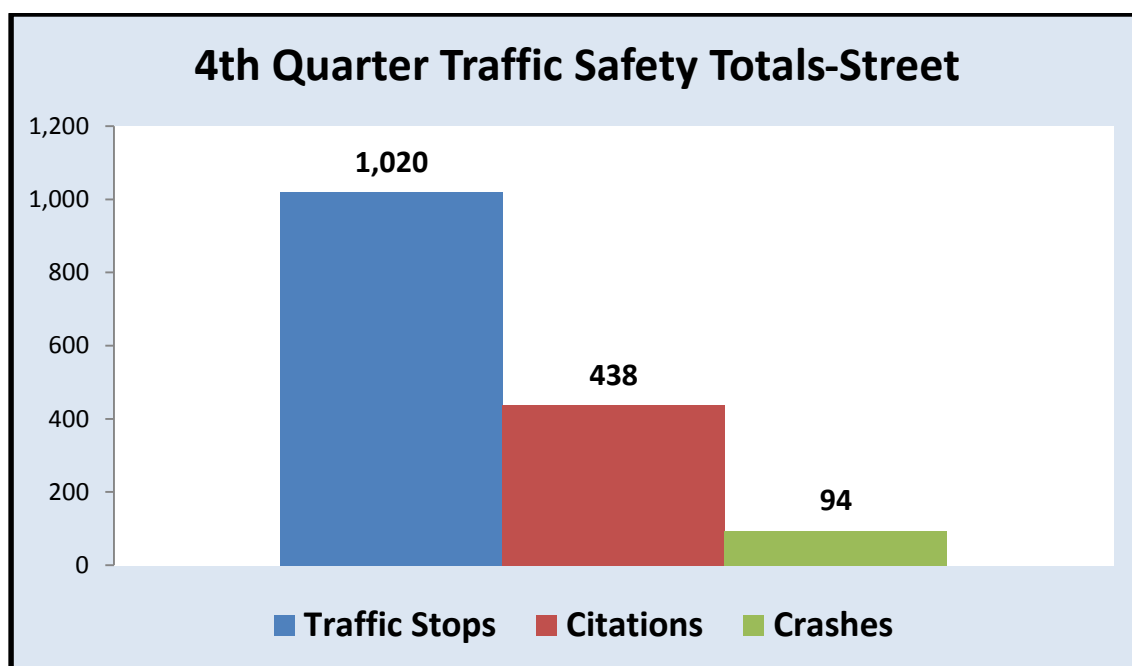
*Source PSWeb2*



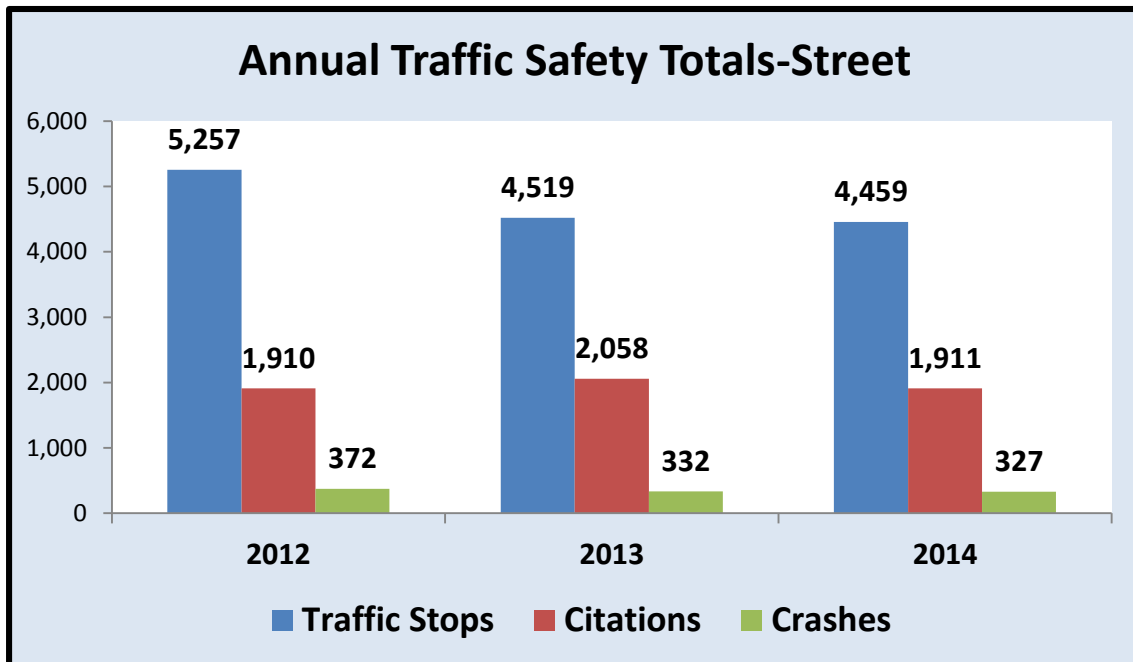


### 2014 Traffic Safety

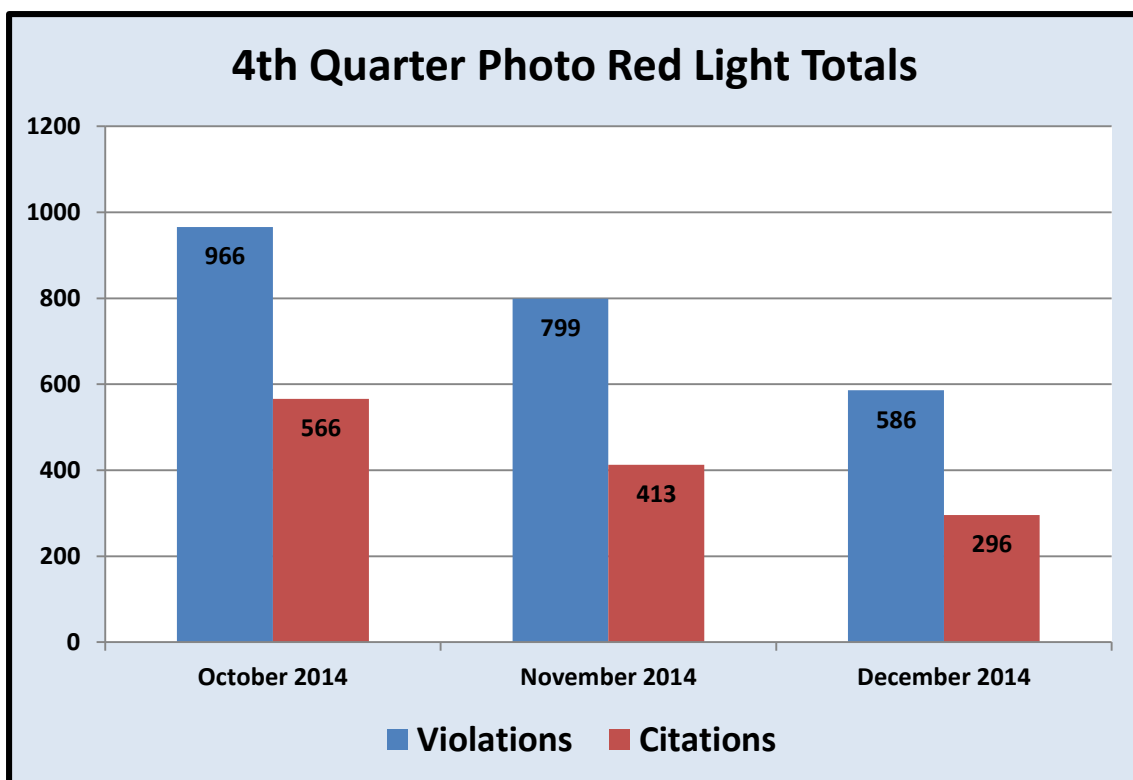
Traffic Safety Call/Activity	2013 Totals	Q1	Q2	Q3	Q4	2014 Totals
Traffic Crashes	332	64	85	84	94	327
Traffic Stops-Street	4,519	810	1,296	1,333	1,020	4,459
Citations-Street	2,058	325	561	587	438	1,911
PRL Violations	8,091	2,510	2,691	3,003	2,351	10,555
PRL Citations	4,475	1,358	1,397	1,499	1,275	5,529
Extra Patrols	6,808	1,979	2,117	2,359	2,335	8,970
Parking/City Ordinance Complaints	323	105	140	167	124	536
Motorist Assists	210	60	45	63	60	228
Hazards	213	68	43	46	56	213
Att. to Locate Driver (DUII-Reckless)	369	106	102	147	95	450
Driving Under the Influence	102	11	20	26	33	90
Traffic Complaints & Directed Patrols	1,860	816	835	860	634	3,145

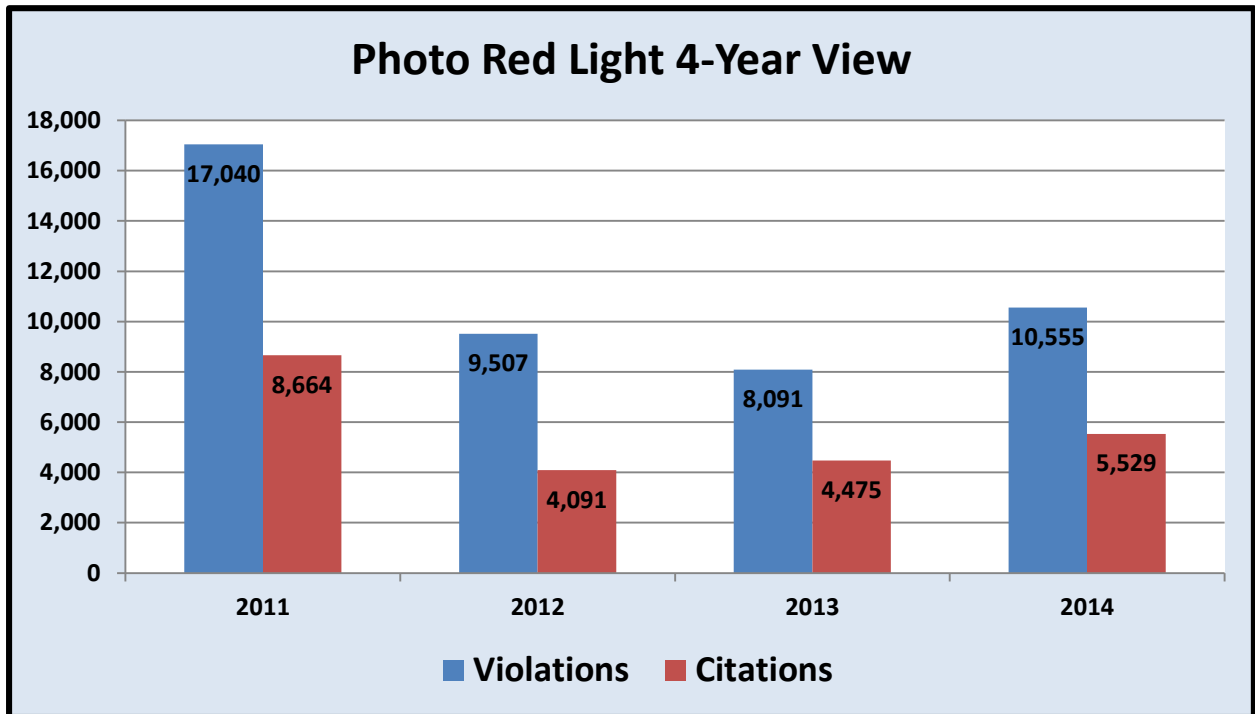
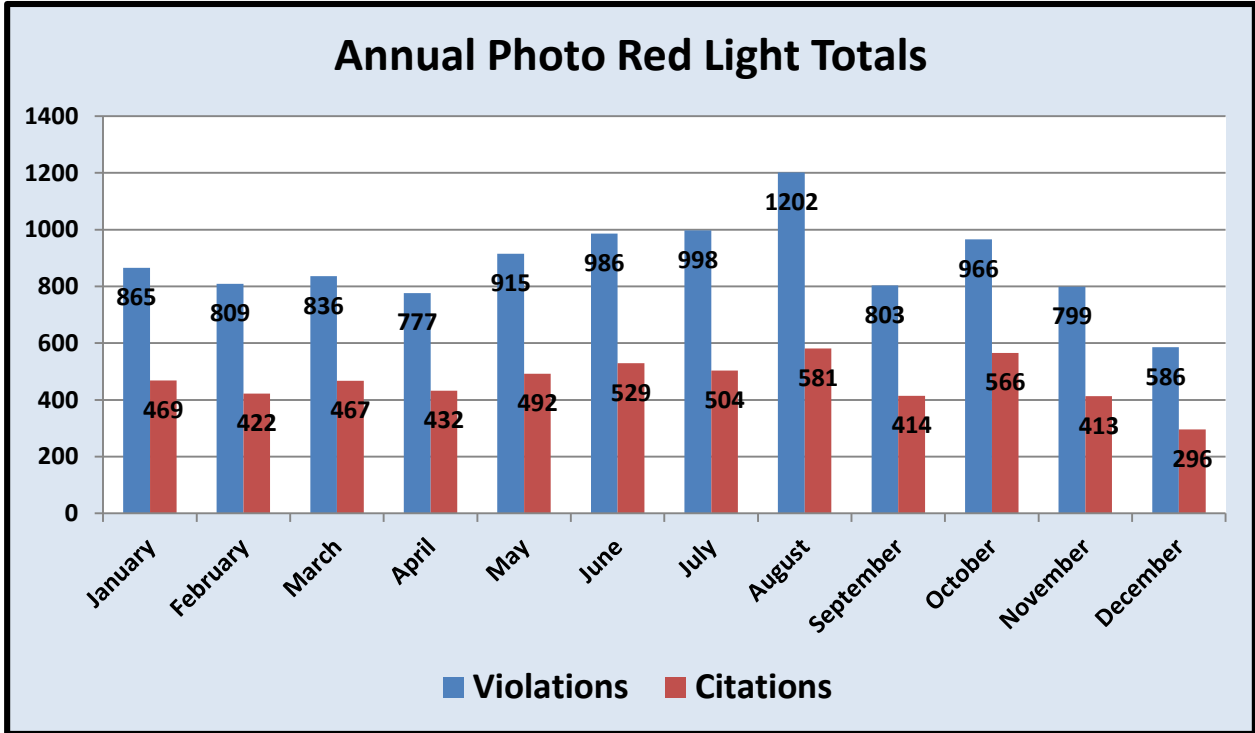


*\*This includes actions taken by patrol officers on the street*

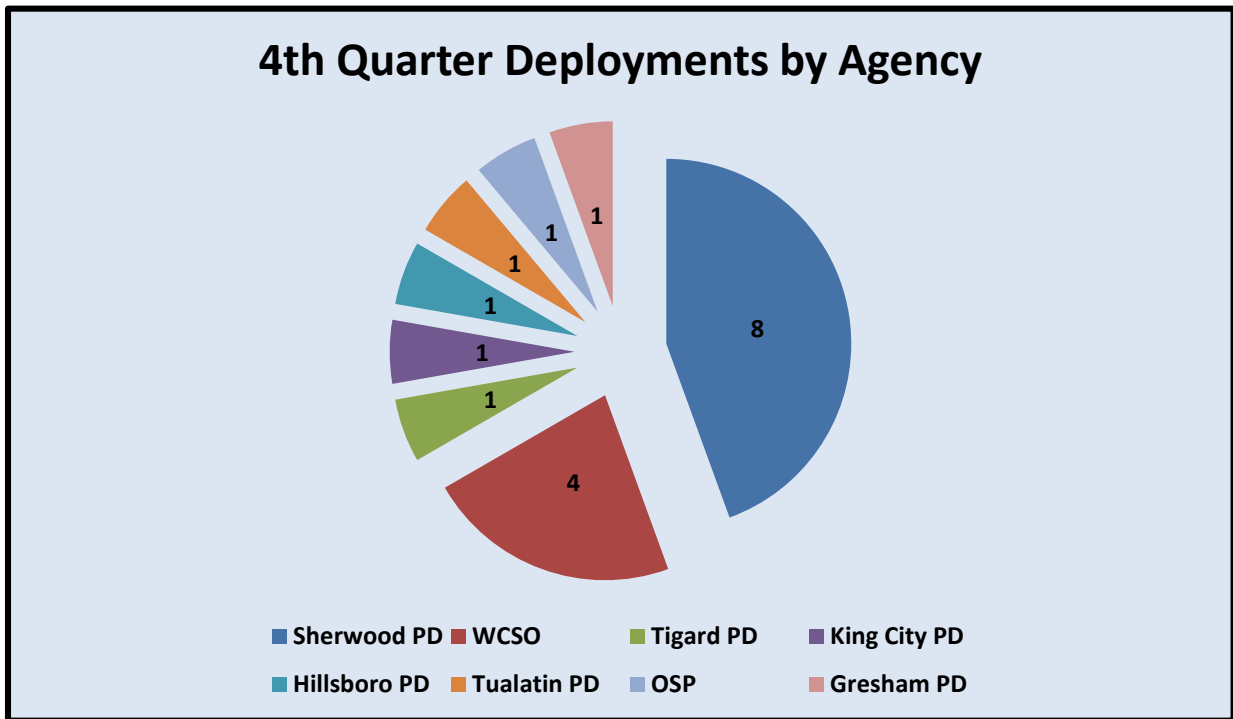
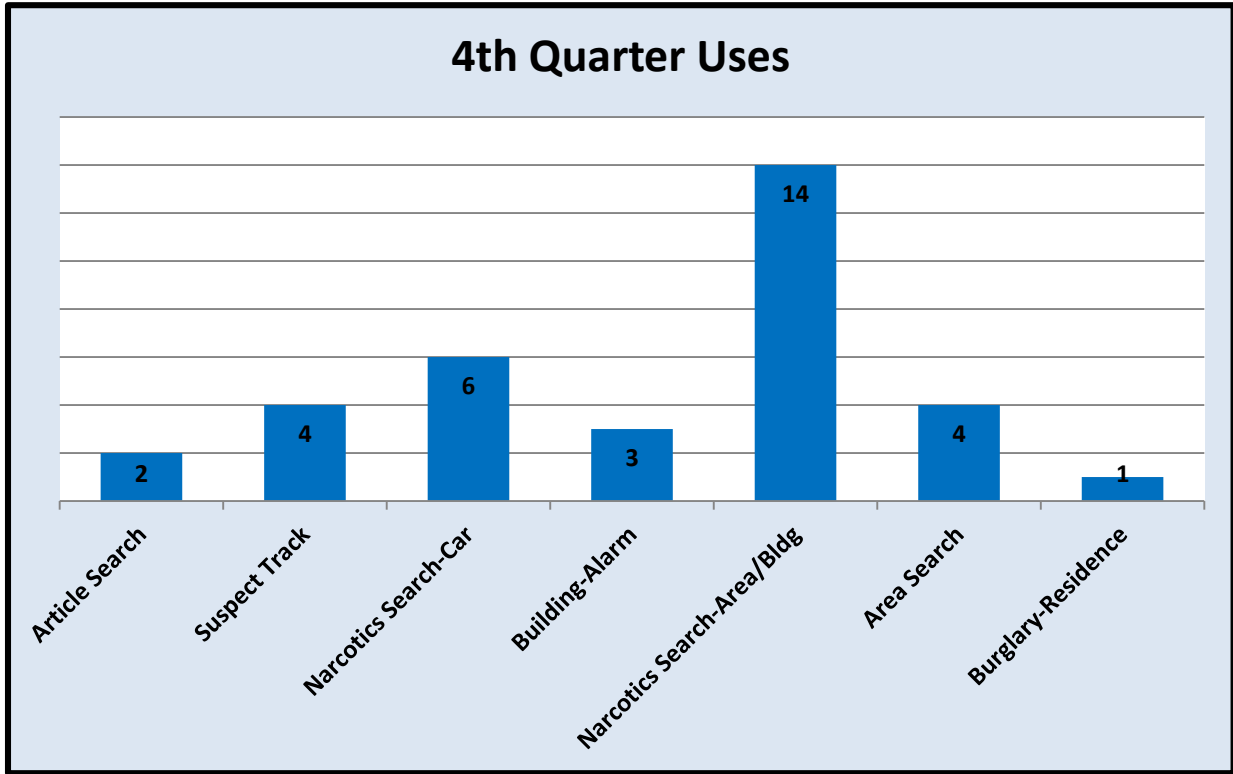


*\*Above does not include photo red light*





K-9 Update



## Investigative Cases Worked Q4

- 5 sex abuse cases
- 1 child abuse case
- 1 domestic violence assault/strangulation case
- 1 Invasion of personal privacy case
- 1 murder/attempted murder/suicide case