



CITY COUNCIL MEETING PACKET

FOR

Tuesday, February 16, 2021

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

5:30 pm City Council Work Session

6:00 pm City Council & Planning Commission Joint Work Session

7:00 pm City Council Regular Meeting

City Council Work Session - Continued

Pursuant to House Bill 4212 (2020), these meetings will be conducted electronically and will be live streamed at <https://www.youtube.com/user/CityofSherwood>



5:30 PM WORK SESSION

1. **Pedestrian Crosswalk Standards**
(Julia Hajduk, Community Development Director)

6:00 PM WORK SESSION – JOINT PLANNING COMMISSION

2. **Brookman Area Refinement Plan**
(Julia Hajduk, Community Development Director)

7:00 PM REGULAR SESSION

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **CONSENT AGENDA**
 - A. **Approval of February 2, 2021 City Council meeting Minutes** (Sylvia Murphy, City Recorder)
 - B. **Resolution 2021-011 Authorizing the City Manager to execute a contract amendment for the Rock Creek Sanitary Sewer Upsizing Project Phase 1** (Bob Galati, City Engineer)
 - C. **Resolution 2021-012 Appointing the Budget Officer for Fiscal Year 2021-22**
(David Bodway, Finance Director)

6. CITIZEN COMMENTS

Pursuant to House Bill 4212 (2020), citizen comments and testimony for public hearings must be submitted in writing to CityRecorder@Sherwoodoregon.gov. To be included in the record for this meeting, the email must clearly state either (1) that it is intended as a citizen comment for this meeting or (2) if it is intended as testimony for a public hearing, the specific public hearing topic for which it is intended, and in either case must be received at least 24 hours in advance of the scheduled meeting time. Per Council Rules Ch. 2 Section (V)(D)(5), Citizen Comments, "Speakers shall identify themselves by their names and by their city of residence." Anonymous comments will not be accepted into the meeting record.

7. NEW BUSINESS

- A. **Resolution 2021-013 Authorizing the City Manager to Sign a Contract Amendment with Washington County on behalf of Washington County Cooperative Library Services (WCCLS)**

AGENDA

SHERWOOD CITY COUNCIL February 16, 2021

5:30 pm City Council Work Session

**6:00 pm City Council & Planning
Commission Joint Work Session**

7:00 pm City Council Regular Meeting

City Council Work Session - Continued

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to Extend the Public Library Services Agreement and Information Services Network Agreement (Kristen Switzer, Community Services Director)

8. CITY MANAGER REPORT

9. COUNCIL ANNOUNCEMENTS

10. RECONVENE WORK SESSION

A. Discussion with State Representative Courtney Neron (Joe Gall, City Manager)

11. ADJOURN

How to Find out What's on the Council Schedule: City Council meeting materials and agenda are posted to the City web page at www.sherwoodoregon.gov, generally by the Thursday prior to a Council meeting. When possible, Council agendas are also posted at the Sherwood Library/City Hall and the Sherwood Post Office.

To Schedule a Presentation to the Council: If you would like to schedule a presentation to 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, 503-625-4246 or MurphyS@sherwoodoregon.gov. If you require an ADA accommodation for this public meeting, please contact the City Recorder's Office at (503) 625-4246 or MurphyS@sherwoodoregon.gov at least 48 hours in advance of the scheduled meeting time.



SHERWOOD CITY COUNCIL MEETING MINUTES

22560 SW Pine St., Sherwood, Or

Pursuant to House Bill 4212 (2020), this meeting will be conducted electronically and will be live streamed at

<https://www.youtube.com/user/CityofSherwood>

February 2, 2021

EXECUTIVE SESSION

1. **CALL TO ORDER:** Mayor Mays called the executive session to order at 5:32 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Doug Scott, Renee Brouse, Kim Young, Sean Garland, and Russell Griffin.
3. **STAFF PRESENT:** City Manager Joe Gall, City Attorney Josh Soper, Finance Director David Bodway, Public Works Director Craig Sheldon.

OTHERS PRESENT: Trevor Newman, Erik Doescher, Ross Schulz, Dave Nieuwstraten.

4. TOPICS

A. ORS 192.660(2)(f), Exempt Public Records

5. RECESS:

Mayor Mays recessed the executive session at 6:58 pm and convened a regular session.

REGULAR SESSION

1. **CALL TO ORDER:** Mayor Mays called the meeting to order at 7:03 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Doug Scott, Renee Brouse, Kim Young, Sean Garland, and Russell Griffin.
3. **STAFF PRESENT:** City Manager Joe Gall, City Attorney Josh Soper, IT Director Brad Crawford, Community Development Director Julia Hajduk, Police Chief Jeff Groth, Finance Director David Bodway, Public Works Director Craig Sheldon, Planning Manager Erika Palmer, Community Services Director Kristen Switzer, Economic Development Manager Bruce Coleman, and City Recorder Sylvia Murphy.

4. APPROVAL OF AGENDA:

MOTION: FROM COUNCILOR YOUNG TO APPROVE THE AGENDA. SECONDED BY COUNCILOR GRIFFIN. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

5. CONSENT AGENDA:

- A. Approval of January 19, 2020 City Council meeting Minutes**
- B. Resolution 2021-008 Authorizing the City Manager to sign an intergovernmental agreement with Oregon and Southwest Washington agencies for sharing police records data**
- C. Resolution 2021-009 Authorizing the City Manager to sign a successor Intergovernmental Agreement with Washington County for towing services**
- D. Resolution 2021-010 Appointment of City Council Liaison Assignments**

MOTION: FROM COUNCILOR BROUSE TO ADOPT THE CONSENT AGENDA. SECONDED BY COUNCIL PRESIDENT ROSENER. MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Mayor Mays addressed the next agenda item.

6. CITIZEN COMMENTS:

No citizen comments were received. Mayor Mays addressed the next agenda item.

7. PRESENTATIONS

A. Recognition of Eagle Scout Award Recipient

Mayor Mays recognized Ian Kleditz for his achievement of attaining the rank of Eagle Scout and invited him to attend a future Council meeting.

Mayor Mays addressed the next agenda item.

8. NEW BUSINESS

A. Introduction of New Metro Councilor for District 3

New Metro Councilor Garritt Rosenthal introduced himself and stated that he had lived in the area since 1991 and was a hydrologist and biochemist and had taught science and math. He remarked that he first became involved with public service in Lane County where he worked for the county and local council governments. He commented that because Metro was a regional agency, they had to work together to solve regional problems with the advice and consent of the local districts. He stated that his interests revolved around environmental aspects and he had worked with ODOT on transportation issues and had completed land use planning, habitat protection and preservation for wetlands and uplands, and solid waste issues. Metro Councilor Rosenthal commented regarding Sherwood's request for an extension on the UGB deadline and stated that because of the COVID-19 pandemic, Metro had to consider which ordinances they needed to change, and Metro's attorney was currently determining what was the best legal, easiest, and simplest legal measures to address the City's concerns. He reported

that Metro would come to a decision on purchasing property in Cornelius for a future transfer station this week. Mayor Mays commented he would like Metro Councilor Rosenthal to attend future City Council meetings in order to provide updates and allow for community feedback. Metro Councilor Rosenthal replied he was happy to do so. Council President Rosener stated he was looking forward to working with Metro Councilor Rosenthal and building the City's relationship with Metro. Metro Councilor Rosenthal asked if there was an update regarding the proposed pedestrian bridge? Mayor Mays replied that the pedestrian bridge update would be discussed at the work session following this meeting and explained that the City was moving forward with their plans and were advocating in Salem for lottery dollar funding. He explained that the City had been awarded lottery funding and there had been a draft bill in last year's short session in which the City was to receive more money, but there was never a quorum to act on the bill. He added that the pandemic had impacted lottery revenue, which then delayed all projects that were approved nearly two years ago. City Manager Gall reported that Metro Councilor Rosenthal would attend the March 16th work session as a part of the Metro Community Enhancement Program Grant Committee to review applications.

9. CITY MANAGER REPORT:

City Manager Joe Gall reported that Council would hold their annual goal setting work session on February 20th, and it would be held at the Arts Center.

Mayor Mays addressed the next agenda item.

10. COUNCIL ANNOUNCEMENTS:

Councilor Young reported that the YMCA facility would reopen soon to allow for small group gatherings. The Community Development Block Grant had completed their grant cycle and held presentations last week, many of which focused on homelessness/housing/rent/evictions. She stated that the results should be published within the next few weeks. Council President Rosener asked if any Sherwood organizations had applied? Councilor Young replied that no Sherwood organizations had applied per se, but many organizations that also represented Sherwood had applied.

Councilor Griffin reported on the Parks and Recreation Advisory Board meeting where they unanimously approved the Parks Master Plan Update. He explained that the Parks Master Plan Update would then go to the Planning Commission on February 9th and Council on February 16th.

Council President Rosener reported he would attend the Special Districts Association of Oregon meeting where he would represent the Willamette River Water Coalition. He attended several Sherwood School Board meetings. He reported that Governor Brown had recently made changes for counties in the "extreme risk" category to allow for the reopening of gyms and entertainment centers. He recapped the number of Washington County COVID-19 cases. He attended the Historical Society meeting where they discussed the Morback House's foundation issues.

Councilor Garland reported that he attended the Willamette Intake Facility meeting and Cultural Arts Committee meeting. He participated in an online servant leadership conference along with City Manager Gall and Councilor Brouse. He gave his kudos to Sherwood teachers, staff, and administration for their hard work helping students during the pandemic.

Councilor Brouse reported she attended an online servant leadership conference and commented she was excited to apply what she had learned towards building greater diversity, equity, inclusion, and accessibility in Sherwood. She attended the Library Advisory Board and Senior Advisory Board meetings. She was unable to attend the Housing Advisory Committee meeting because of scheduling conflicts.

Councilor Scott reported he attended the Planning Commission work session last week.

Mayor Mays reported that the League of Oregon Cities partnered with the Oregon Mayors Association to hold a virtual "City Day" in Salem. He reported that Council President Rosener and City Manager Gall participated in the event. He explained that the event had over 200 city representatives from over 90 cities in Oregon where they learned about the LOC's 2021 legislative priorities. He reported on the LOC's presidential regional roundtable meetings. He reported that he would attend the National League of Cities meeting.

11. ADJOURN:

Mayor Mays adjourned the regular session at 7:35 pm and reconvened the executive session.

EXECUTIVE SESSION

1. **CALL TO ORDER:** Mayor Mays called the executive session to order at 7:40 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Doug Scott, Renee Brouse, Kim Young, Sean Garland, and Russell Griffin.
3. **STAFF PRESENT:** City Manager Joe Gall, City Attorney Josh Soper, Finance Director David Bodway, Public Works Director Craig Sheldon.

OTHERS PRESENT: Trevor Newman, Erik Doescher, Ross Schulz, Dave Nieuwstraten.

4. TOPICS:

A. ORS 192.660(2)(f), Exempt Public Records

5. ADJOURN:

Mayor Mays adjourned the executive session at 8:42 pm and convened a work session.

WORK SESSION

1. **CALL TO ORDER:** Mayor Mays called the work session to order at 8:45 pm.
2. **COUNCIL PRESENT:** Mayor Keith Mays, Council President Tim Rosener, Councilors Doug Scott, Kim Young, Sean Garland, and Russell Griffin. Councilor Renee Brouse was absent.

- 3. STAFF PRESENT:** City Manager Joe Gall, City Attorney Josh Soper, IT Director Brad Crawford, Community Development Director Julia Hajduk, Police Chief Jeff Groth, Finance Director David Bodway, Public Works Director Craig Sheldon, Planning Manager Erika Palmer, Community Services Director Kristen Switzer, City Engineer Bob Galati, and City Recorder Sylvia Murphy.

4. TOPICS

A. Sign Code Discussion

Mayor Mays stated he would like to delay the sign code discussion to a future date when the City felt it was past the COVID-19 pandemic. He asked for input from other Council members. Councilor Young commented that since the City was still dealing with COVID, she felt the discussion should be delayed. Council President Rosener and Councilor Garland stated they agreed with Councilor Young and Mayor Mays. Councilor Scott commented that he felt that it did not make a difference when the discussion occurred because it hurt businesses either way and was fine with moving the discussion to a later date if that was what Council wanted.

B. Pedestrian Bridge Planning/Contracting

Community Development Director Julia Hajduk presented the "Moving the Pedestrian Bridge forward to construction" PowerPoint presentation (see record, Exhibit A) and recapped that the City had completed the feasibility study for the bridge and it had identified the general length, location, and alignment of the pedestrian bridge. The bridge would be roughly 620 feet long with ramps and stairs and 12 feet wide and would cost an estimated \$17.5 - \$21.7 million to construct. She reported that she had consulted with some manufacturers of prefabricated structures and had gotten the estimated cost down to \$10.2 - \$11.5 million. She explained that the \$10.2 - \$11.5 million estimate was the figure they were using for seeking outside funding. She reported that the feasibility study provided high level estimates, but design level work was still needed. She reviewed the proposed timeline for the completion of the pedestrian bridge and explained that City Engineer Bob Galati had begun a draft an RFP for design services to get to 30% design, and estimated that the RFP would be ready to be bid on between February and March 2021. She reported that they would also conduct an RFP of prefabricated bridge manufacturers to submit similar design options and services to select a specific bridge and commented that Council needed to pick which bridge structure they wanted folded into the 30% design work. She explained that contract negotiations and scope of work would take place between April and May 2021 and the contract would go to Council for approval. Design work would occur between June and September 2021, which also included public outreach and Council input opportunities in order to select a bridge design manufacturer and other design elements. By September 2021, 30% design would be complete along with firm cost estimates and Council would decide on whether to go with design-build or design-bid-build for the structure. She outlined the estimated timeline for the design-bid-build option as: October-November 2021 to complete the RFP for design, the design phase would occur November 2021-April 2022 (60%-100%), bidding in April-May 2022, and construction would occur between May-October 2022. She outlined the estimated timeline for the design-build option as: RFP for design/build in October-November 2021, and November 2021-July 2022 for the design and build. Mayor Mays commented he was pleased with the general timeline for completion. Councilor Griffin commented that a webpage should be created to push out information regarding the pedestrian bridge for residents to access once the project was announced. Ms. Hajduk explained that the reason

they chose the 30% design was to allow the City time to procure the necessary funding to construct the bridge. Councilor Griffin commented that it was important that citizens understand the process and how URA funding worked. Council President Rosener commented that the key message to communicate with residents was that the bridge would be constructed without raising property taxes. Mayor Mays explained that the City would know if it would be receiving money to construct the bridge by July 1st because that was the end of the legislative session. Ms. Hajduk reported that the City would likely want to contract with a project manager who specialized in bridge structures for this project.

Ms. Hajduk outlined what went into a 30% design on page 4 of the presentation and explained that it included: survey work to confirm grade elevations, identification of major issues or obstacles, exact location of endpoints and structures, geotechnical work to confirm loads, and it would start to nail down cost estimates. She outlined that 60% design would: finalize critical component design items including layout of sidewalk location and bridge siting location, major utility conflicts were identified with solution options presented, cost estimates were updated to reflect major design decision implications, and a draft of the project specifications would be presented at that time. She outlined that 90% design would: finalize all project component design items, all project items would be shown with technical data required for construction, a very limited amount of component design item modification, updated project specifications would happen at this time, and final cost estimates would be presented. She outlined that 100% design meant that the project was ready for construction bidding plans, specifications, and cost estimates. She explained that a design-build meant that there was an RFP for design-build and one entity with subcontractors to make the project work. She explained that the advantages for going with the design-build option were: reduced risks due to on-going collaboration between designer and contractor, shorter timelines, and it was easier to budget. The disadvantages of the design-build option were: higher prices because construction was folded into the overall cost, there was no bidding opportunity, unless the project was very well defined at the outset, costs for design-build would include higher costs due to the unknowns, and loss of creativity and creative control from project owner. She explained the advantages of using design-bid-build as: more control over project construction cost because of competitive bidding process/"lowest bid wins", better project clarity, and more input on project design. The disadvantages were that: cost can be more fluid since the design was not working in tandem with a contractor, longer timelines due to two hiring processes, and potential communication issues (because there were two separate processes, there may be miscommunication or issues that may have been avoided if it could have been addressed earlier). Council President Rosener asked if a design-bid-build process would eliminate prefabricated companies? Ms. Hajduk replied that that concern was why they were only doing a 30% design initially. City Engineer Bob Galati explained that for the design-bid-build, 30% design level would ensure that what the City, citizens, and Council wanted in a bridge design would be captured, including style and amenities. He explained that it gave the maximum flexibility to the City to get the bridge constructed. Ms. Hajduk remarked that if the City were to go with a design-build, the City would have no idea what kind of bridge structure, artistic elements, or what kinds of issues there were, which was why City staff recommended completing additional design work in order to have a more definitive design in place. She commented that the difference between the ODOT estimates and the preliminary feasibility study estimates were that ODOT's estimates were based on non-prefabricated costs. City Engineer Galati provided an example of why completing the 30% design was important and explained that the pedestrian bridge was going to go across Highway 99W, and on the west side of the highway was where all the high power had been installed to serve the new high school and was at a certain level above grade. He explained that the City did not know what that level was or if the bridge could go underneath it and clear it in the proper elevation. He stated that the City did not want to be dealing with that at the design-build phase, the City needed that information upfront

because it needed to know exactly what types of impacts needed to be budgeted for. Ms. Hajduk added that by knowing those financial figures upfront it would allow the City to fold those costs into the budget asks for additional requests to the state. Mayor Mays asked what was needed from Council to start the 30% design process? Ms. Hajduk replied that she needed Council's approval to proceed with the proposed timeframe and stated that now was the time for Council to voice any questions, issues, concerns, or desire for staff to slow down until more funding had been procured. Council indicated their agreement to proceed with the proposed timeline. Mayor Mays asked Ms. Hajduk and Mr. Galati which was a more common approach for construction using prefabs, design-build or design-bid-build? Mr. Galati replied that if you did the statement method, it was basically design-bid-build. If you did private, it depended on the bridge, its location, and its purpose. Ms. Hajduk replied that when she met with a prefab manufacturer, she got the impression that they were used to the design-build process. Mr. Galati commented that prefab manufacturers were probably more suited to simply getting a bridge installed, but when it came to identifying ROW acquisitions, easements, sidewalk ramp siting, etc., it was a much more complex project. He explained that until the project was at 30% design, he was not able to make a recommendation because of the complexities that had not yet been identified. City Manager Gall asked if Council wanted to be kept up to date on the status of this project via a work session in the spring? Mayor Mays replied that a work session would be fine or emailed updates and asked if Council had a preference between the two options? Councilor Griffin replied that email updates would suffice until there was a big update that required Council feedback, then a work session would be needed. Councilor Scott stated he agreed with Councilor Griffin. Council President Rosener asked if the City had all of the necessary ROW in order to land the bridge on the school side? Ms. Hajduk replied that the feasibility study had identified that, but there were still details that needed to be worked out. Mayor Mays asked that the City's lobbying firm be kept up to date with project news. Ms. Hajduk commented that having more design work and more defined cost estimates would help to counter arguments that the cost estimates were incorrect.

5. ADJOURN:

Mayor Mays adjourned the work session at 9:15 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Keith Mays, Mayor

TO: Sherwood City Council

FROM: Bob Galati, City Engineer
Through: Julia Hajduk, Community Development Director, Joseph Gall, ICMA-CM, City Manager, and Josh Soper, City Attorney

SUBJECT: Resolution 2021-011 Authorizing the City Manager to execute a contract amendment for the Rock Creek Sanitary Sewer Upsizing Project Phase 1

Issue:

Shall the City Council authorize the City Manager execute a contract amendment for the Rock Creek Sanitary Sewer Upsizing project?

Background:

The Rock Creek Sanitary Sewer Upsizing project commenced design under a professional services contract with Murraysmith authorized by Resolution 2019-023 on April 16, 2019.

The project has reached a point where the full design contract requirements have been met and the project is now entering the construction phase. The construction phase was not included in the original professional services contract as it was determined that this project contained unique construction requirements which could not be quantified at the beginning of the design phase. City staff recommended that it would be better to amend the design contract to include construction management when these unique requirements could be quantified and an associated Scope of Work and fee amount could be properly defined.

Oregon Revised Statutes section ORS 279C.115(2) allows the City to enter into, or amend a contract with a consultant if the project described in the contract consists of work that has been substantially described, planned or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under rules adopted under ORS 279A.065 and the new contract is a continuation of the project. The amendment of the Murraysmith professional services contract to include construction management falls within this requirement.

Financial Impacts:

The Rock Creek Sanitary Sewer Upsizing project design and construction costs are being funded by Clean Water Services regional sanitary sewer funds, with the City being reimbursed any costs associated with staff and administration of the project. There are no additional financial impacts to the City as a result of approval of this resolution.

The initial professional services contract with Murraysmith to provide services was approved by Resolution 2019-023 for \$489,592, with authorization to the City Manager to amend the design contract up to \$26,219

(7.5%) to cover unanticipated design issues. Under the initial contract, Murraysmith was approved for a contract amendment #1 for \$9,392, which is within the originally approved contingency amount.

The professional service contract amendment being presented to include construction management is in the amount of \$183,375. This brings the total amended professional services contract amount up to \$582,359. Staff is also recommending that the City Manager be authorized to amend the contract by an additional \$13,753 (7.5% of the construction amendment) to cover unforeseen site issues that may arise during construction. Included with this contract amendment is a schedule extension of 559 days as the original contract schedule only took into account the design work. The proposed contract extension will include construction management services. See the attached Exhibit 1 for specific information.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2021-011, Authorizing the City Manager to execute a contract amendment for the Rock Creek Sanitary Sewer Upsizing Project Phase 1.

Exhibits:

- Exhibit 1 – Proposed Amendment to Contract



Community Development Division
Engineering Department
22560 SW Pine St.
Sherwood, OR 97140
503-925-2309

EXHIBIT 1

AMENDMENT TO CONTRACT for PROFESSIONAL SERVICES

CONTRACT AMENDMENT #: 3
PROJECT NAME: Rock Creek Sanitary Sewer Upsizing (408SS)
CONTRACT PARTIES: City of Sherwood [hereafter called City] and Murray, Smith & Associates, Inc. (MSA) [hereafter called Consultant]
C.O.S. PROJECT MANAGER: Bob Galati P.E., City Engineer

ACCOUNT #: 6102 **FUND #:** 530, 631 **DEPT #:** 34 **JOB #:** 408SS
VENDOR #: V0223

SCOPE of WORK: Attached as Exhibit A ☒ **FEE SCHEDULE:** Attached as Exhibit B ☒
SCHEDULE of WORK: effective date: June 30, 2020 expiration date: December 31, 2021

Original Contract AMOUNT:	\$389,592.00
Amendment #1:	\$9,392.00
Amendment #2:	\$183,375.00
Amended Contract AMOUNT:	\$582,359.00
Contract Time Extension:	559 days

A performance bond in the amount of the maximum contract payment amount set forth immediately above, and a payment bond in the amount of 50% of the performance bond amount, ☐ are ☒ are not required for this Contract Amendment.

CONSULTANT DATA, REGISTRATION, and SIGNATURE

CONSULTANT FIRM: Murraysmith
Address: 888 SW 5th Avenue, Suite 1170, Portland, Oregon, 97204-2025
Phone: 503-225-9010 **Email:** Brendan.O'Sullivan@murraysmith.us
Contact: Brendan O'Sullivan P.E.
Title: Principal Engineer

I, the undersigned, agree to perform the work outlined in this Contract in accordance with the terms and conditions listed on pages 2-6 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

CONSULTANT:


signature

2/2/2021
date

CITY OF SHERWOOD APPROVALS (consult the City's Delegation of Authority policy for requirements)

CITY ENGINEER:

signature

date

COMM. DEV. DIRECTOR:

signature

date

FINANCE DIRECTOR:

signature

date

CITY MANAGER:

signature

date

(Approved as to Form) **CITY ATTORNEY:**

signature

date

Amendment to Contract for Professional Services
Revised February 2017
Page 1 of 6

STANDARD CONTRACT PROVISIONS

(These provisions not to be altered without approval of the City Attorney.)

1. Access to Records

The Consultant shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the City.

2. Audits

- (a) The City, either directly or through a designated representative, at City's expense except as provided in subsection 2(b), may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
- (b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the City. If the payments to the Consultant were in excess of the amount to which the Consultant was entitled by five percent (5%) or more, then Consultant shall additionally repay to the City the reasonable costs of the audit performed under subsection 2(a).
- (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the Contract expiration date, or early termination of this Contract, shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

4. Payments

City agrees to pay Consultant based on the fee schedule in Exhibit B, attached hereto and incorporated herein by reference, in a total sum not to exceed the amount indicated on the cover page of this Contract, for the scope of work identified in Exhibit A, attached hereto and incorporated herein by reference. Consultant shall submit detailed written invoices to City for work performed, referencing the work performed and the fee schedule in Exhibit B, at a frequency not to exceed one invoice per calendar month, and no later than sixty (60) calendar days after performance of the work referenced in the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall submit payment to Contractor or shall notify Contractor in writing of any dispute with regard to such invoice.

5. Early Termination of Contract

- (a) The City and the Consultant, by mutual written agreement, may terminate this Contract at any time.
- (b) The City, by written notice to the Consultant, may terminate this Contract for any reason deemed appropriate in its sole discretion, such termination to be effective thirty (30) calendar days after the effective date of such notice or at such later date as specified in such notice.
- (c) City may terminate this Contract by written notice to Consultant, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:
 - (1) City fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for Consultant's work;
 - (2) Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or City is prohibited from paying for such work from the planned funding source;
 - (3) Consultant no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the Consultant to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that Consultant no longer meets requirements for such license or certificate.
 - (4) City determines, in its sole discretion, that Consultant has violated section 25, **Information Technology**.
- (d) Either the City or the Consultant may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) calendar days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

- (e) Upon receiving a written notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice. Upon termination of this Contract, Consultant shall deliver to City all documents, information, works in progress, and other property that are or would be deliverables had the Contract been completed.

6. Payment on Early Termination

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date.
- (b) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the Consultant due to a breach by the City, the City shall pay the Consultant as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the City due to a breach by the Consultant, the City shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination, all of the Consultant's work product will become and remain property of the City.

7. Remedies

- (a) In the event of termination under subsection 5(d), **Early Termination of Contract**, hereof, by the City due to a breach by the Consultant, the City may complete the work itself, by contract with another consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Consultant shall pay to the City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Contract by the City, the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(d), **Early Termination of Contract** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Consultant shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the City. Notwithstanding City approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Contract, the Consultant and its sub-consultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Consultant further agrees that Consultant will be solely responsible for ensuring any sub-consultants fully comply with the terms of this Contract, and that Consultant will be solely liable for actions or omissions of sub-consultants under this Contract.

9. Compliance with Applicable Law

In connection with its activities under this Contract, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

10. Indemnity - Standard of Care

If Consultant's services involve engineering or planning consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or planning consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation. Consultant acknowledges responsibility for liability arising out of the performance of this Contract and shall defend, indemnify, and hold harmless City and its officers, agents, volunteers, and employees against any and all liability, settlements, loss, damage, costs, and expenses arising from or in connection with any action, suit, demand, or claim resulting or allegedly resulting from, attributable in whole or in part to, or in any way connected with Consultant's and Consultant's officers', agents', volunteers', and employees' acts, omissions, activities, or services in the course of performing this Contract. Consultant's activities are deemed to include those of subcontractors. This section will survive the termination or revocation of this Contract, regardless of cause.

11. Insurance

Consultant shall obtain at its expense, and maintain for the term of this contract, occurrence form commercial general liability and commercial automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles, for the protection of Consultant, the City, its Councilors, officers, agents, volunteers, and employees. Such coverage shall be primary and non-contributory. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate. Such insurance shall name the City as an additional insured. Consultant, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract, who are subject employers under the

Oregon Workers' Compensation Law, shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$1,000,000 each accident shall be included. Consultant shall obtain at its expense and maintain for the term of this contract, professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's errors, negligent acts, omissions, activities or services, in an amount not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate limit not less than \$2,000,000. Such insurance shall be endorsed to include contractual liability. If Consultant obtains professional errors and omissions liability insurance on a claims made form, Consultant shall maintain three (3) years of tail coverage for the three (3) years after the accepted completion of the Contract by the City. All policies will provide for not less than thirty (30) calendar days' written notice to the City before they may be canceled. Prior to commencing work under this Contract, and thereafter upon request, Consultant shall furnish the City certificates of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance required by this Contract. Additionally, if Consultant is subject to the professional errors and omissions liability insurance tail coverage requirement under this section, Consultant shall furnish the City, upon the accepted completion of the Contract by the City, a certificate of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance meeting said requirement.

12. Ownership of Work Product

All work products of the Consultant, which result from this Contract, are the exclusive property of the City; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed. Any reuse of such work products outside the scope of services for which they were developed, or any alteration of them whatsoever, without Consultant's review and approval, shall be at the City's sole risk and with no liability to Consultant.

13. Nondiscrimination

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

14. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

15. Severability

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. Waiver

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

17. Errors

The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

18. Governing Law; Forum

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. Any trial will be to the court without a jury.

19. Amendments

The City and the Consultant may amend this Contract at any time only by written amendment executed by the City and the Consultant.

- 20. License**
Prior to beginning work under this Contract, the Consultant shall provide a professional registration number in the space provided on page one of this Contract, if required by the City.
- 21. Payment to Vendors and Sub-consultants**
Consultant must promptly pay any persons supplying services, material, or equipment to Consultant in its performance of the work under this Contract. Consultant shall not take or fail to take any action in a manner that causes the City or any materials that the Consultant provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.
- 22. Exhibits**
Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit letter and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.
- List of Exhibits**
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
- 23. Merger Clause**
This Contract and attached exhibits constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Consultant, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.
- 24. Mediation**
a. Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
b. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.
- 25. Information Technology**
If Consultant access to City's information technology systems is necessary for the performance of this Contract:
(a) Consultant agrees to sign and be bound by the terms of the City's then-current Contractor Security Policy, as it may be amended by City from time to time during the course of this Contract.
(b) Consultant shall use the standard of care in its profession to safeguard any and all usernames, passwords, and other confidential information relating to accessing said systems; will limit access to such information to the smallest number of Consultant's employees and/or subcontractors as is reasonably practical; and will provide City with the names of all such employees and/or subcontractors who will be provided such information;
(c) Consultant will not attempt to access any City information technology resources beyond those necessary for performance of this Contract; and
(d) Consultant will be solely liable for any damages to City's information technology systems, data breaches, and any other losses or damages relating to Consultant's access to City's information technology systems.
- 26. Notice**
Any notice required to be provided to City under this Contract shall be provided to the City Project Manager specified on the cover page of this Contract at the address for the City specified on the cover page of this Contract. Any notices required to be provided to Contractor under this Contract shall be provided to the Consultant Contact specified on the cover page of this Contract at the address for the Consultant specified on the cover page of this Contract. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of

delivery refusal. Either party may alter the person designated for receipt of notices under this Contract by written notice to the other party.

27. **Miscellaneous Terms**

- (a) Consultant Identification. Consultant shall furnish to City Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.
- (b) Duty to Inform. Consultant shall give prompt written notice to City if, at any time during the performance of this Contract, Consultant becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim, and shall not constitute a waiver of any of City's rights.
- (c) Independent Contractor. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- (d) Time is of the Essence. Time is of the essence under this Contract.
- (e) Authority. The parties signing this Contract are authorized to sign and to bind their respective contracting parties to the terms of the Contract.
- (f) Conflict of Interest. Except with City's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Contract, including, without limitation, concurrent employment on any project in direct competition with the subject of this Contract.
- (g) No Third-Party Beneficiaries. City and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

28. **Statutory Provisions**

- (a) As provided by ORS 279B.220, Consultant shall:
 - (1) Make payment promptly, as due, to all persons supplying to Consultant labor or material for the performance of the work provided for in this Contract.
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Consultant or subcontractor incurred in the performance of this Contract.
 - (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (b) As provided by ORS 279B.230, Consultant shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (c) As provided by ORS 279A.110, Consultant may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If Consultant violates this subsection, City may regard the violation as a breach of contract that permits the City to: (1) terminate this Contract; or (2) exercise any remedies for breach of contract that are reserved in this Contract.
- (d) As provided by ORS 279B.235, Consultant's employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. Consultant must give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

[SIGNATURES ON COVER PAGE TO CONTRACT]



**Project: Rock Creek Sanitary Trunk
Line Upsizing – Phase 1
City of Sherwood Project**

EXHIBIT A

Change Order Request (C.O.R.) No. 3

Contractor: Murraysmith	Associated Work Change Directive:
Proposed By: Murraysmith	Date: 1/5/2020
Person/Title: Brendan O’Sullivan/Project Manager	
Reason for Change Order:	
Extension of Schedule of Work expiration date from June 30, 2020 to December 31, 2021. Task 1 – Project Management: Extension of contract time and services require an adjustment. Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope. Task 2 - Survey: Revisions to legal descriptions required after coordination with property owner and Washington County roadway project. Task 4 - Design: Permit conditions associated with Clean Water Services Service Provider Letter (SPL) requires the creation of additional sheets and specifications to address conditions specific to the vegetated corridor. Task 7 – Right-of-Way Acquisition: Murraysmith support and coordination efforts associated with the negotiations of easement acquisition from the Tualatin Sherwood Business Park (Joe Angel) have exceeded the original scope of work. Change order provides compensation for previously performed work as well as anticipated future efforts for consultant and subconsultant, if a new appraisal is required. Task 9 - Construction Management: The City has requested that Murraysmith provide full construction management and observation services. (<i>New Task</i>) Task 10 - Construction Environmental Compliance and Coordination: The City has requested that Consultant team provide fish salvage operations, associated reporting, and compliance monitoring and reporting for SLOPES and DSL requirements/permits. (<i>New Task</i>)	
Description of Work to be Performed & Estimated Cost:	
Provide engineering and construction phase services, work to include: <i>Task 1 - Project Management</i> <i>Sub-task 1.1 Invoices/Status Reports</i>	

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly progress reports will accompany each invoice and include summary of progress completed through the date of the billing statement broken down by tasks.

Sub-task 1.2 Coordination with the Owner

Consultant will maintain communication with the City through meetings via voice, email, and fax communication.

Sub-task 1.3 Management and Coordination of Staff and Subconsultants

Consultant will manage and coordinate the technical and scope issues of the overall project. Progress meetings will be conducted as appropriate.

Task Deliverables:

1. Consultant shall deliver to the City a monthly invoice and status report covering:
 - Work on the project performed during the previous month.
 - Meetings attended.
 - Problems encountered and actions taken for their resolution.
 - Potential impacts to submittal dates, budget shortfalls, or optional services.
 - Issues requiring project team action.

Task Assumptions:

- Consultant assumes up to six (6) 1-hour meetings with the Consultant's Project Manager and the City Project Manager. Meetings will be via conference call.
- Project duration (for design) will be an additional 12 months; therefore, it is assumed that there will be up to an additional 12 progress payments/status reports.

Task 2 - Survey

Sub-task 2.2 – Easement, Legal Descriptions and Exhibits.

Prepare revised legal descriptions for Sherwood Business Park property deemed necessary

Task Assumptions

- Up to three (3) additional sheets will be required to address the conditions set forth in the CWS SPL.
- New sheets will require additional revisions to at least three (3) existing plan sheets.
- Revisions to one (1) legal description to address comments derived from right-of-way acquisition negotiations with Tualatin-Sherwood Business Park.

Task Deliverables

- Revised legal description and exhibit.

Task 4 - Design

Sub-task 4.5 - 100% Design Completion

Complete contract documents to the 100% level in accordance with direction received from City staff, and as required by permit and easement conditions. A final engineer's estimate of probable construction cost will be prepared for the completed design, including:

Task Assumptions

- Up to three (3) additional sheets will be required to address the conditions set forth in the CWS SPL.
- New sheets will require additional revisions to at least three (3) existing plan sheets.
- Revisions to at least two (2) existing plan sheets to address comments derived from right-of-way acquisition negotiations with Tualatin-Sherwood Business Park.

Task Deliverables

- 100% Plans, Specifications, and Engineer's Estimate of Probable Construction Cost.
- 100% design to be transmitted to City in a printer friendly PDF format for printing for advertising.

Task 7 – Right-of-Way Acquisition

Sub-task 7.4 -Acquisition Negotiations

Consultant shall support negotiations, on behalf of the City, for right-of-way acquisition in accordance with the applicable State and Federal law, and the City's policies and procedures. Support efforts are related the acquisition of easement from the Tualatin-Sherwood Business Park property and include meetings with City and property owner, as well as providing response to property owner comments/questions.

Establish the need for revisions to the appraisal due to the additional temporary construction easements required for the temporary irrigation piping required for plant establishment and the need to avoid conflicts with the proposed Washington County roadway project easement and construction activity.

Task Assumptions

- Preparation for and attendance to up to four (4) 1-hour meetings with City and/or property owners.
- Review and respond to questions, comments, requests originating from property owner and their representative.
- Written authorization from the City will be required to proceed with any revisions to the property appraisal based on new easement needs associated with the irrigation piping and County project.

Task 9 – Construction Project Management and Coordination

The major objective of this task is to establish and maintain the line of communication and set forth the priorities between the Owner, Engineer, and Construction Contractor (CC). As the work progresses, the objective will be to coordinate the CA/CEI staff, keep the City informed of the work, and perform day-to-day management tasks.

Task Assumptions:

- Consultant assumes up to six (6) 1-hour meetings with the Consultant's Project Manager and the City Project Manager. Meetings will be via conference call.
- Construction duration assumed to be 4 months.

Sub-task 9.1 – Preconstruction Conference

A preconstruction conference will be held, and in conformance with Business Oregon preconstruction meeting checklist (see Exhibit E attached to the Architectural/Engineering Services Contract). The preconstruction conference will be held with City and CC to discuss schedule, utility involvement, required documentation submittals, safety plan, compliance with environmental clearances, and other items relevant to the construction of the project.

Deliverables:

- Develop agenda, attend and lead preconstruction conference with CC and City staff. Conference may also include utility companies located within the project limits.
- Provide meeting minutes of the preconstruction conference and progress meetings.

Sub-task 9.2 – Construction Engineering and Inspection (CEI)

Consultant shall perform CEI services on this project, as required to document conformance of the construction with the approved plans and specifications for the project. Construction is expected to occur over one (1) dry weather (summer) season, June through September. The City expects that onsite construction activities will require 40 hrs/week for one inspector. Inspection may include but is not limited to:

- Inspect installation of traffic control
- Inspect erosion and sediment control measures
- Inspect pipe bedding, pipe placement, and backfill
- Inspect trenchless casing installation and carrier pipe installation for crossing of Tualatin-Sherwood Road
- Inspect dewatering system
- Inspect connections of all pipes to manholes and/or connections to other pipe sections
- Ensure that the CC meets the environmental requirements in the specifications
- Inspect asphalt and/or concrete repairs
- Inspect mandrall (deflection) testing of pipes
- Inspect Vacuum test on new manholes
- Inspect surface restoration and landscaping

Task Deliverables:

- Provide project specific safety plan for consultant inspection staff.

Sub-task 9.3 – QA Surveying

Consultant shall perform confidence survey activities necessary to confirm activities of the CC's survey work and grades. Consultant shall provide all supporting computations and field notes, as required, to confirm the correct position, orientation, and elevation of the work.

Task Assumptions:

- Provide independent QA checking for survey calculations and staking.
- Provide calculations and field notes for the work, as required.

Deliverables:

- Provide calculations, field notes, and confidence reports for the layout of the work as required periodically throughout the project.

Sub-task 9.4 – General Documentation

Consultant shall perform construction documentation tasks required to document CC activities during the project. Consultant shall prepare all documentation on forms and reports by the City. Consultant shall submit forms that they want to use to the City Project Manager for approval.

General documentation includes general daily progress reports, quantity and quality documentation, monthly estimates for payment, subcontract review, payroll review and labor compliance monitoring, and notification of commencement and completion for CC work on site. These tasks will be on-going throughout the project.

Deliverables:

- Prepare general daily progress report and submit to City; submit weekly. However, if there are identified issues in the field that need attention, contact the City Project Manager and don't wait for the progress report to be reviewed.
- Prepare quantity and quality documentation upon completion of project. Submit to City with final documentation upon completion of project.
- Prepare and submit notifications for commencement and completion of construction and Notification of project completion (substantial and final); submit to City within 3 days of each milestone.
- Prepare monthly progress pay estimate with the quantities of work performed by the CC and submit to City for payment to the CC. Submit to City by the 10th of each month.

Sub-task 9.5 – Review of Construction Submittals

Consultant shall perform review of submittals including traffic control, pollution control, and erosion control and all technical submittals related to the items constructed under the construction contract. Consultant shall review submittal drawings in a timely manner to avoid delay of the CC's operation.

Consultant shall provide project schedule review and analysis throughout the duration of the project. The goal is to assist the CC in maintaining and adhering to an accurate schedule and also alleviate and/or reduce issues and delays.

Consultant shall review and provide comments to City staff on CC's project schedule at the preconstruction meeting. Review shall check for logic and duration of activities along with completeness of the schedule.

Assumptions:

- Consultant shall provide review and responses to up to twenty (20) submittals.

Deliverables:

- Provide submittal review and approval; goal is to have submittal reviews returned to CC within five (5) business days.
- Submit written comments on baseline schedule within 10 working days after receiving the schedule from the CC.

Sub-task 9.6 – Design Consultation during Construction

Consultant shall provide consultation and technical services regarding design issues raised during construction of the project. Consultant shall clarify construction contract documents, respond to field inquiries (RFIs) and monitor design assumptions.

In conjunction with the above, Consultant shall provide written responses to RFIs as well as prepare design modifications and issue plan changes as required to assure conformance of the final product with the intent of the design. The design consultation will occur only as required and may be ongoing throughout the contract.

Assumptions:

- Consultant shall provide responses to up to twelve (12) RFIs.

Deliverables:

- Responses to RFIs, goal is to submit within three (3) business days of request.
- Design modifications and plan changes, as required to eliminate or minimize impacts to CC's schedule, but no later than ten (10) business days after it is determined that a plan change is necessary.

Sub-task 9.7 – Contract Change Orders

Consultant shall perform all work related to contract revisions during construction. Generally, any time spent dealing with quality or quantity assurance documentation for work completed relating to a change order or extra work is included under this task. Consultant shall provide analysis to assess the merit of any requested additional Contract Time and/or additional compensations.

Deliverables:

- Prepare and execute Contract Change Orders as changes arise during construction. This may include minor modifications to the contract plans, specifications, and contract time. Contract changes required approval of the City prior to making the change. Contract Change Orders should be written, approved, and included on the monthly progress estimate for the same month the work was completed.
- Prepare an email memorandum to the City discussing the change order or revision, with three (3) business days after sending the Contract Change Order to City for their approval.

Sub-task 9.8 – Project Closeout

Consultant shall coordinate, lead, and document a Final Inspection with the City and CC. This inspection shall follow Second Notification to confirm all of the City's project goals have been met. Consultant shall note any deficiencies and submit a written punchlist to the CC for completion of on-site work.

Consultant shall copy all project documentation relevant to project closeout. Project documentation prepared under Task 4 and this Task will be compiled and submitted to the City for their records.

Consultant shall make corrections to existing plans and prepare final "As-Constructed" contract drawings for final records.

Deliverables:

Consultant shall provide:

- Recommendations of Project Acceptance, within three (3) days after punch list completions and receipt of documentation from CC.
- General daily progress reports, quantity and quality documentation, and certified payrolls, within thirty (30) days after Project Acceptance.
- Two (2) hard copies of complete "As-Constructed" contract drawings on 11x7 paper, and one electronic PDF file emailed to the City, within 90 days after all contract related work is complete (Final Completion).

Task 10 – Construction Environmental Compliance and Coordination

Consultant to provide the City with professional environmental compliance services during construction. This will include conducting Fish Salvage and environmental compliance/project completion monitoring and reporting as required by project permits and regulatory approvals during construction of the sewer improvement project.

Sub-task 10.1 – Fish Salvage and Reporting

Project may require stream isolation, dewatering, and fish capture and relocation measures (fish salvage) within Rock Creek to control groundwater during sewer line and manhole excavation near the creek. Project plans include the possible isolation and dewatering of an approximately 570-foot-long section of Rock Creek in the vicinity of

SW Tualatin-Sherwood Road to support water management during open trenching and boring of the new sewer trunk at the roadway embankment.

Consultant will apply for a Scientific Take Permit (STP) from the Oregon Department of Fish and Wildlife (ODFW) to authorize and document the fish salvage effort. This permit typically takes 4-6 weeks to process so the permit must be issued prior to the start of the 2021 in-water work window (July 1 - September 30). Consultant team will conduct the required fish salvage and reporting actions per the terms and conditions outlined in the U.S. Army Corps of Engineers' (USACE) Standard Local Operating Procedures for Endangered Species (SLOPES) V programmatic Biological Opinion (BO). Consultant will coordinate with the City Project Manager to determine specific project construction timeframes relative to proposed in-water work and fish salvage. Consultant shall complete the fish salvage operations in accordance with ODFW, SLOPES V, and National Marine Fisheries Service (NMFS) guidance and regulations. Consultant shall prepare a fish salvage summary report in SLOPES V format for delivery to USACE and NMFS following the fish salvage effort per SLOPES V and USACE permit requirements. Consultant shall also close out the STP by providing ODFW with the results of the fish salvage effort in late 2021.

Assumptions:

- The fish salvage effort shall be conducted during the in-water work window for the project: July 1 – September 30.
- Consultant shall apply for the STP prior to construction mobilization regardless of whether in-water work and fish salvage are required so that the STP is issued in advance of in-water work, if necessary.
- The City shall notify Consultant at least five (5) business days before the need for in-water work to determine if conditions warrant fish salvage.
- No more than two (2) consecutive, single-day salvage efforts will be required for the project.
- All fish salvage equipment shall be provided by Consultant
- This task does not include other site visits or meetings.

Deliverables:

- Consultant shall prepare a STP application for ODFW to authorize fish salvage operations.
- Consultant shall prepare a Fish Salvage Report Form in SLOPES V format following the fish salvage effort and will submit the Fish Salvage Report Form required by SLOPES V to USACE and NMFS within 60 days of fish salvage effort. • Consultant shall prepare and submit an electronic on-line fish salvage summary report per STP requirements documenting the results of the fish salvage effort conducted during the 2021 in-water work window to ODFW by December 31, 2021.

Task 10.2 - SLOPES Action Completion and Site Restoration Reports

To meet the requirements of Reasonable and Prudent Measure #1 of the SLOPES V BO, Consultant shall conduct a final inspection of the project site and prepare a project Action Completion Report and Site Restoration/Compensatory Mitigation Report in SLOPES V format. During this effort Consultant shall review the project site for compliance with regulated actions such as wetland and waters impacts, sewer line construction, and site restoration. The Action Completion Report Form will be completed and submitted to the appropriate authorities within 60 days of project completion. The Site Restoration/Compensatory Mitigation Report Form will be completed and submitted to the appropriate authorities by December 31, 2021 per SLOPES V requirements.

Assumptions:

- The project will be completed in the 2021 construction season.
- The post-construction monitoring effort will require one (1) day of work time for one (1) biologist.

Deliverables:

- Draft/Final Action Completion Report.
- Draft/Final Site Restoration/Compensatory Mitigation Report.

Task 10.3. DSL Post-Construction Monitoring and Report

The Oregon Department of State Lands (DSL) permit obtained for the project requires completion of a post-construction inspection of the project site to review project conditions and any deviations from design plans and the DSL permit within 90 days of installation of restoration plantings. A corresponding report is required for submittal to DSL to confirm the project was implemented as permitted. Consultant will conduct the DSL post-construction monitoring effort and prepare the corresponding report to include specific reporting metrics listed in the DSL permit.

Assumptions:

- The post-construction monitoring effort will require one (1) day of work time for one (1) biologist.
- The post-construction monitoring report shall be prepared in Consultant format consistent with DSL standards.
- This task does not include the DSL-required three-year post-construction monitoring and reporting efforts.

Deliverables:

- Draft/final DSL Post-Construction Monitoring Report.

Total Costs for this COR = \$183,375 (For details, see Exhibit A)

Contractor's Authorized Signature		Date:
RECOMMENDED:		AUTHORIZED:
Murraysmith CONSULTANT ENGINEER		City of Sherwood OWNER
By:	By:	
Brendan O'Sullivan, Project Manager / Date	Bob Galati, P.E., Project Manager / Date	
AUTHORIZED :	AUTHORIZED:	
City of Sherwood OWNER	City of Sherwood OWNER	
By:	By:	
David Bodway, Finance Director / Date	Julia Hajduk, Comm. Dev. Dir. / Date	
AUTHORIZED :	AUTHORIZED:	
City of Sherwood OWNER	City of Sherwood OWNER	
By:	By:	
Joseph Gall ICMA-CM, City Manager / Date		

EXHIBIT B

ROCK CREEK SANITARY SEWER UPSIZING - Phase 1 (408SS) CITY OF SHERWOOD, OREGON PROPOSED FEE ESTIMATE - COR #3

								ESTIMATED FEES								
	Principal Engineer IV M. Carr \$238	Principal Engineer I B. O'Sullivan \$211	Engineering Designer II J. Urness \$137	Engineering Designer I B. Falk \$126	Technician III \$132	Administrative II J. Haught \$97	Hours	Labor	Subconsultants			Subconsultant % Markup	Subconsultant Total with Markup	Other Expenses	CADD Units \$18/hr	Total
									MB&G	AKS	UFS					
Task 1 - Project Management																
Task 1.1 - Invoice/Status Reports	6	6	12			6	30	\$ 4,920	\$ 876			1.1	\$ 964	\$ -	\$ -	\$ 5,884
Task 1.2 - Coordination with the Owner		24					24	\$ 5,064				1.1	\$ -	\$ -	\$ -	\$ 5,064
Task 1.3 - Management and Coordination of Staff and Subconsultants		40					40	\$ 8,440				1.1	\$ -	\$ -	\$ -	\$ 8,440
Task 1 Subtotal	6	70	12	0	0	6	94	\$ 18,424	\$ 876	\$ -	\$ -		\$ 964	\$ -	\$ -	\$ 19,388
Task 2 - Survey																
Task 2.2 - Easement, Legal Descriptions and Exhibits		4	4		2		10	\$ 1,656		\$ 1,000		1.1	\$ 1,100	\$ -	\$ 36	\$ 2,792
Task 2 Subtotal	0	4	4	0	2	0	10	\$ 1,656	\$ -	\$ 1,000	\$ -		\$ 1,100	\$ -	\$ 36	\$ 2,792
Task 4 - Design																
Task 4.5 - 100% Design Completion		10	20	20	12		62	\$ 8,954				1.1	\$ -	\$ -	\$ 216	\$ 9,170
Task 4 Subtotal	0	10	20	20	12	0	62	\$ 8,954	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 216	\$ 9,170
Task 7 - Right-of-Way Acquisition																
Task 7.4 - Acquisition Negotiations		12		5			17	\$ 3,162			\$ 4,000	1.1	\$ 4,400	\$ -	\$ -	\$ 7,562
Task 7 Subtotal	0	12	0	5	0	0	17	\$ 3,162	\$ -	\$ -	\$ 4,000		\$ 4,400	\$ -	\$ -	\$ 7,562
Task 9 - Construction Project Management and Coordination																
Task 9.1 - Preconstruction Conference		4	4	2			10	\$ 1,644				1.1	\$ -	\$ -	\$ -	\$ 1,644
Task 9.2 - Construction Engineering and Inspection (CEI)		26	320	320			666	\$ 89,646				1.1	\$ -	\$ 1,578	\$ -	\$ 91,224
Task 9.3 - QA Surveying			8	8			16	\$ 2,104				1.1	\$ -	\$ -	\$ -	\$ 2,104
Task 9.4 - General Documentation		8	60	60			128	\$ 17,468				1.1	\$ -	\$ -	\$ -	\$ 17,468
Task 9.5 - Review of Construction Submittals		8	10	20			38	\$ 5,578				1.1	\$ -	\$ -	\$ -	\$ 5,578
Task 9.6 - Design Consultation during Construction		8		16			24	\$ 3,704				1.1	\$ -	\$ -	\$ -	\$ 3,704
Task 9.7 - Contract Change Orders		6	12				18	\$ 2,910				1.1	\$ -	\$ -	\$ -	\$ 2,910
Task 9.8 - Project Closeout		4	4	8	24		40	\$ 5,568				1.1	\$ -	\$ -	\$ 432	\$ 6,000
Task 9 Subtotal	0	64	418	434	24	0	940	\$ 128,622	\$ -	\$ -	\$ -		\$ -	\$ 1,578	\$ 432	\$ 130,632
Task 10 - Construction Environmental Compliance and Coordination																
Task 10.1 - Fish Salvage and Reporting							0	\$ -	\$ 6,140			1.1	\$ 6,754	\$ 480	\$ -	\$ 7,234
Task 10.2 - SLOPES Action Completion and Site Restoration Reporting							0	\$ -	\$ 3,170			1.1	\$ 3,487	\$ -	\$ -	\$ 3,487
Task 10.3 - DSL Post-Construction Monitoring and Reporting							0	\$ -	\$ 2,790			1.1	\$ 3,069	\$ -	\$ -	\$ 3,069
Task 10 Subtotal	0	0	0	0	0	0	0	\$ -	\$ 12,100	\$ -	\$ -		\$ 13,310	\$ 480	\$ -	\$ 13,790
TOTAL - ALL TASKS	6	160	454	459	38	6	1123	\$ 160,818	\$ 12,976	\$ 1,000	\$ 4,000		\$ 19,774	\$ 2,100	\$ 684	\$ 183,375



RESOLUTION 2021-011

**AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT
FOR THE ROCK CREEK SANITARY SEWER UPSIZING PROJECT PHASE 1**

WHEREAS, the Rock Creek Sanitary Sewer Upsizing Project Phase 1 commenced design under a professional services contract with Murraysmith by Resolution 2019-023; and

WHEREAS, the professional services design contract with Murraysmith did not include construction management services as it was determined that construction services could be better defined after the design was completed; and

WHEREAS, ORS 279C.115(2) allows the City to amend the contract as the work that has been substantially described, planned or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under rules adopted under ORS 279A.065 and the new contract is a continuation of the project.; and

WHEREAS, the amendment of the Murraysmith professional services contract to include construction management falls within the ORS 279C.115(2) requirement; and

WHEREAS, the original Murraysmith professional services contract for the project design was for \$489,592 with a City Council authorization for the City Manager to amend the contract up to \$26,219 (7.5% of the contract amount); and

WHEREAS, the current authorized Murraysmith design professional service contract is \$498,984 which includes Contract Amendment #1, and

WHEREAS, Murraysmith has submitted a scope of work and fee amount for the associated construction management work of \$183,375 which brings the overall contract amount to \$582,359; and

WHEREAS, The Murraysmith amended contract time has been extended by 559 days to meet the updated project schedule needs; and

WHEREAS, City staff is recommending that the City Manager be authorized to amend the amended contract amount by up to \$13,753 (7.5% of the construction amendment) to cover unforeseen issues during construction.

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

Section 1. The City Manager is authorized to enter into an amended Contract for Professional Services with Murraysmith, for inclusion of construction management services for the construction of the Rock Creek Sanitary Sewer Upsizing Project Phase 1, in the amount of \$582,369.

Section 2. The City Manager is also authorized to amend the amended Contract for Professional Services with Murraysmith up to an additional \$13,753 (7.5% of the construction amendment) to cover unforeseen issues during construction.

Section 3. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 16th of February, 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

City Council Meeting Date: February 16, 2021

Agenda Item: Consent Agenda

TO: Sherwood City Council

FROM: David Bodway, Finance Director
Through: Joseph Gall, ICMA-CM, City Manager

SUBJECT: Resolution 2021-012, Appointing the Budget Officer for Fiscal Year 2021-22

Issue:

Shall the City Council appoint a Budget Officer for Fiscal Year 2021-22?

Background:

Oregon budget law requires that a Budget Officer be appointed by City Council or designated by the Charter for each budget cycle. The Budget Officer prepares or supervises preparation of the budget document.

As in prior years, City staff is recommending David Bodway, Finance Director, be appointed as the Budget Officer for the upcoming fiscal year.

Recommendation:

Staff respectfully recommends Council adoption of Resolution 2021-012, appointing the Budget Officer for Fiscal Year 2021-22.



RESOLUTION 2021-012

APPOINTING THE BUDGET OFFICER FOR FISCAL YEAR 2021-22

WHEREAS, Oregon budget law requires that a Budget Officer be appointed by the City Council or designated by Charter for each budget cycle; and

WHEREAS, the Budget Officer is responsible for preparing the proposed budget for presentation to the Budget Committee, publishing required notices, and compliance with budget law; and

WHEREAS, in the prior years, the Finance Director for the City of Sherwood has served in this important role.

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

Section 1. David Bodway, Finance Director is appointed as the Budget Officer.

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

Duly passed by the City Council this 16th day of February 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Kristen Switzer, Community Services Director
Adrienne Doman Calkins, Library Manager

Through: Joseph Gall, ICMA-CM, City Manager and Josh Soper, City Attorney

SUBJECT: Resolution 2021-013, Authorizing the City Manager to Sign a Contract Amendment with Washington County on behalf of Washington County Cooperative Library Services (WCCLS) to Extend the Public Library Services Agreement and Information Services Network Agreement

Issue:

Shall the City Council authorize the City Manager to sign a contract amendment with WCCLS to extend the Public Library Services Agreement and Information Services Network Agreement until June 30, 2022?

Background:

Resolution 2016-030 authorized the City Manager to sign the current WCCLS Public Library Services Agreement and the Information Services Network Agreement which will expire on June 30, 2021.

The WCCLS Executive Board has recommended a contract amendment to extend the current Public Library Services Agreement and Information Network Agreement through June 30, 2022. The WCCLS Executive Board has representatives from each member library and advises the Board of County Commissioners on funding for countywide library services, distribution of financial resources for providing countywide library services and long-term governance and funding strategies.

The two IGAs presented for amendment include:

1. The Public Library Services Agreement defines the responsibilities of Washington County Cooperative Library Services (WCCLS), the nine cities and three non-profit associations that provide public library service to county residents. The Agreement also outlines the central support services provided by WCCLS to member libraries and serves as the primary vehicle for distribution of county funds to public library service providers.
2. The WCCLS Information Network Agreement defines the responsibilities of WCCLS member libraries for use of the shared Information Network including the integrated library system software, the WCCLS.org website and its resources, databases and e-content provided by WCCLS for library staff and the public, Internet access, software, hardware and peripheral products provided to member libraries by WCCLS, and the central site hardware, software and telecommunications network operated by WCCLS.

Financial Impacts:

The proposed annual distribution of WCCLS funds to Sherwood Public Library will be \$981,840 in FY2021-22.

Recommendation:

Staff respectfully recommends City Council approval of Resolution 2021-013, Authorizing the City Manager to Sign a Contract Amendment with Washington County on behalf of WCCLS to extend the Public Library Services Agreement and Information Services Network Agreement until June 30, 2022.

Exhibits:

- Exhibit 1 – Public Library Services Agreement (current)
- Exhibit 2 – WCCLS Information Network Agreement (current)

Public Library Services Agreement

This Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County", on behalf of Washington County Cooperative Library Services, hereinafter referred to as "WCCLS," and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and Aloha Community Library Association, Cedar Mill Community Library Association and Garden Home Community Library Association, hereinafter referred to as "Contractor(s)." County and Contractors are collectively known as "the Parties." WHEREAS, Washington County has approved funding for countywide library services including non-fee access by County residents to public libraries operated by Contractors; and

WHEREAS the Parties originally entered into this Agreement in 1976 and the Agreement has had subsequent amendments and renewals including the last one entered into on June 21, 2011 (MO #11-165); and

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

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

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

1. DEFINITIONS

The following definitions shall be used in this Agreement:

- A. WCCLS (Washington County Cooperative Library Services) – An agency of County government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B. WCCLS Information Network– The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases and e-content provided by WCCLS for Contractors' staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to Contractors and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

- C. Qualified Borrowers – All Washington County residents, residents of counties or cities with which Washington County has reciprocal borrowing agreements, and paying card holders.
- D. West Slope Community Library - The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is a Contractor.
- E. Oregon Public Library Statistical Report – The report mandated by ORS 357.520, containing statistics and provided on an annual basis to the Oregon State Library via a reporting format determined by the State Library. Report data is typically due October 1 of each year.
- F. WCCLS Executive Board – the board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.
- G. WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.

2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2016 through June 30, 2021, except as otherwise provided in Section 11 of this Agreement.

3. FUNDS

As compensation to Contractor for the services to be provided pursuant to this Agreement, WCCLS agrees to distribute funds to Contractor on the basis set forth in Section 5 and the Payment Schedule set forth in Section 7.

By receipt of funds from WCCLS each Contractor agrees to expend those funds to provide library services according to Contractor's established policies, and to ensure that Contractor's library facilities are open for public use by all Qualified Borrowers. Contractors must spend all funds received from WCCLS on the provision of library services.

4. MINIMUM OPERATING REQUIREMENTS

By receipt of funds from WCCLS each Contractor agrees that Contractor's library facilities will be open to the public at least 45 hours per week, and to employ at least one full-time employee who will serve as the primary contact with WCCLS.

5. FUNDING DISTRIBUTION

A. WCCLS shall determine the total payment to be made to each Contractor during the term of this Agreement by using the method set forth in this Section and based on figures set forth in EXHIBIT A "Funding Distributions."

B. Payments to Contractors shall be budgeted in three (3) funding distribution pools.

1. Pool One. If the countywide assessed value increases at least 3% annually, for FY2016-17 the total amount in Pool One shall be \$23,313,017 as identified in EXHIBIT A. Thereafter, if countywide assessed value increases at least 3% annually Contractors shall each receive increases of 3% on an annual basis for the Term of this Agreement.

2. Pool Two. After actual County assessed valuation, tax levies and taxes are certified, County will determine WCCLS revenue which is subject to adjustment to actual revenue. WCCLS will use the WCCLS actual revenue to first fully fund Pool One distributions and budgeted WCCLS support and outreach services, including the Jump Start Operating Fund. WCCLS may then allocate additional funds to Pool Two. The WCCLS Executive Board shall recommend whether funds from Pool Two shall be distributed to Contractors, and if so, on what basis. Typically, the WCCLS Executive Board shall make the recommendation in February of each year. Any distribution of funds from Pool Two shall be distributed on a separate schedule from Pool One.

3. Jump Start Operating Fund. WCCLS shall create a third funding pool and use funds from this pool to support Contractors that physically expand a library building or add a new library branch during the term of this Agreement. Funds shall be allocated to support the operations of said expansions. WCCLS shall allocate funds through an application process created by the WCCLS Executive Board. Funds from this third funding pool will be added to the Contractor's Pool 1 base allocation at the beginning of the next Agreement term.

6. ADJUSTMENTS IN PAYMENTS

- A. WCCLS may adjust payments if funding for payments noted in 5.B.1 is less than projected. WCCLS will reduce amounts paid to each Contractor in an amount proportionate to each library's percentage of the total amount available for payment.
- B. WCCLS shall notify the Contractors in writing of any adjustments under this Section after the County adopts the budget for the subsequent fiscal year. If reductions in revenue are necessary after the beginning of a fiscal year, County shall give sixty (60) days notification to Contractors, if possible.

7. PAYMENT SCHEDULE

- A. WCCLS shall make payments to those Contractors that are cities as follows:
 - 1. 80% (eighty percent) of the total annual payment shall be made on or before December 31; and
 - 2. 20% (twenty percent) of the total annual payment shall be made on or before April 15.
- B. Notwithstanding paragraph 7.A above, a city not formerly a party to a Public Library Services Agreement with WCCLS, that establishes a public library and becomes a party to this Agreement, shall be entitled to receive payment on a monthly basis during the term of this Agreement. The monthly payment shall be 1/12 of the total annual payment. In addition, WCCLS agrees that any city to which this subsection applies shall be entitled to receive monthly payments for the entire term of any renewal or successor agreement to which it becomes a party, provided funds are available.
- C. WCCLS shall make payments to those Contractors that are community libraries, specifically Aloha Community Library Association, Cedar Mill Community Library Association, Garden Home Community Library Association and the West Slope Community Library, on a monthly basis. The monthly payment shall be 1/12 of the total annual payment.

8. SPECIAL LIBRARY FUND

County, on behalf of WCCLS, shall maintain a Special Library Fund that shall include:

- A. Any remaining funds from a previous year which shall be carried over to the next year;
- B. All property tax collections made under all County library local option levies;

- C. All transfers of county general funds made to WCCLS;
- D. All interest earnings on the Special Library Fund, in accordance with ORS 294.080(1); and
- E. Other revenues for library services.

9. SERVICES TO BE PROVIDED BY WCCLS

WCCLS agrees to provide the following central support and outreach services to Contractors and West Slope Community Library:

- A. Reciprocal borrowing with other metropolitan area public libraries and Oregon Library Passport Program participating libraries;
- B. Coordination of countywide library services among Contractors and with regional and state library service providers;
- C. Coordination of selection and purchase of shared electronic products available through WCCLS.org, coordination of training and education for adult services staff, coordination of countywide adult programming such as Summer Reading, and interlibrary loan borrowing from and lending to libraries outside of Washington County;
- D. Outreach services to special populations of Washington County residents, including, but not limited to, circulation of materials to those who cannot get to a public library (homebound), information and education about library-related services for child care providers and the children in their care, Latino and other cultural communities.
- E. Coordination and support of countywide youth services, including Summer Reading Programs and shared resources, coordination of training and education of youth services staff;
- F. Courier pick-up and delivery of materials between Contractors and provision of courier connections to regional library delivery systems;
- G. Planning for long-term growth and development of countywide library services;
- H. Operation and maintenance of the WCCLS Information Network as defined in the WCCLS Information Network Agreement; and
- I. Other services to address Long Range Service Plan goals as agreed upon by the Parties.

10. SERVICES TO BE PROVIDED BY CONTRACTORS

- A. Each Contractor agrees to ensure equity of access to materials, resources and services for all Qualified Borrowers.
- B. Qualified Borrowers will not be charged a fee for the initial circulation or renewal of library materials.
- C. Each Contractor shall apply all fees and policies uniformly to all Qualified Borrowers. Such fees may include special service and overdue fees.
- D. Each Contractor shall designate a staff member who will work with WCCLS and administer this Agreement on behalf of Contractor. Contractor shall authorized the staff member to receive and give any

notices that may be required under this Agreement. Unless otherwise designated, this shall be the Library Director for each Contractor.

- E. Each Contractor shall meet all requirements for Level 5 Libraries as defined in the Admission of New Public Libraries to Washington County Cooperative Library Services, as approved by the WCCLS Executive Board May 23, 2012 and subsequent revisions.
- F. Each Contractor shall abide by shared policies and procedures as agreed upon by the WCCLS Policy Group.
- G. Each Contractor shall identify its membership in WCCLS through identification marks, and through public communications in selected library printed materials, websites or other publicity materials.

11. RECORD KEEPING

- A. WCCLS shall provide each Contractor with a copy of the County's annual audit, upon request by Contractor.
- B. Each Contractor shall provide WCCLS with a copy of Contractor's annual audit. For purposes of this Section, the following requirements shall apply:
 - 1. For Contractors which are cities, the audit shall be that of the city, and shall be supplied upon request of WCCLS.
 - 2. For Contractors which are community libraries (specifically Aloha Community Library Association, Cedar Mill Community Library Association and Garden Home Community Library Association), the audit shall be the result of an annual review of the Contractor's financial statements made by an independent certified public accountant in accordance with standards of the American Institute of Certified Public Accountants, and shall be supplied by December 31st of each year to WCCLS.
- C. Each Contractor shall provide WCCLS with a copy of its Oregon Public Library Statistical Report.

12. TERMINATION

- A. County may terminate this Agreement upon sixty (60) days written notice for a termination date no sooner than the end of the current fiscal year, if it determines, in good faith through an open, public process, that:
 - 1. The public interest would be served by such termination; or
 - 2. Adequate funds are not available.
- B. Each Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice, if Contractor determines, in good faith, that:
 - 1. The public interest in its jurisdiction or area of service would be served by such termination; or

2. Appropriated funds for Contractor are less than the amount reasonably anticipated.
- C. County and each Contractor may terminate participation in this Agreement separately, and Agreements between remaining parties and County shall remain in effect.
- D. If Contractor terminates its participation in the Agreement, the County shall distribute funds to the Contractor prorated to the date of termination.

13. INSURANCE

Each contractor to this Agreement shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Contractors, its employees and agents. The insurance coverage shall cover the minimum amount specified in ORS 30.271. For Contractors which are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.

14. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

- A. Equal Opportunity Contractor shall not discriminate against its employees (including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by County.
- B. Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Contractor agrees to:
 1. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this Agreement;
 2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement:

3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this Agreement; and
4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

15. INDEMNIFICATION

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution.

16. DEBT LIMITATION

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

17. INDEPENDENT CONTRACTOR

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

18. NOTICE

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

18. COUNTERPARTS

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

19. CAPTIONS

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

20. SEVERABILITY

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

21. AMENDMENT

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

FOR THE CONTRACTOR:


SIGNATURE

City Manager
TITLE

DATE 6/15/16

FOR WASHINGTON COUNTY:

 ~~Andy Duyck~~
SIGNATURE

Vice-Chairman Board of Commissioners
TITLE

DATE 6/28/16

APPROVED AS TO FORM:


COUNTY COUNSEL

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # 16-171

DATE 6-21-16

BY Barbara Hejmanek
CLERK OF THE BOARD

2010-2011
10-11



WASHINGTON COUNTY OREGON

Department of Support Services - Purchasing
155 N First Ave., Suite 270, MS28
Hillsboro, OR 97124-3072

Type	Blanket Purchase Agreement
Order	170448
Revision	0
Order Date	01-JUL-2016
Created By	Crawford, Karen
Revision Date	
Current Buyer	

Supplier: **City of Sherwood**
22560 SW Pine St
Sherwood, OR 97140
United States

Ship To: **Coop Library**
MS58
111 NE Lincoln Street Rm 230-L
Hillsboro, OR 97124

Bill To: **Coop Library**
MS58
111 NE Lincoln Street Rm 230-L
Hillsboro, OR 97124

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	8735	Net 30	TBD	FOB Destination		
Effective Start Date		Effective End Date			Amount Agreed (USD)	
01-JUL-2016		30-JUN-2021			4,496,541.00	
Washington County Reference			Requester/Deliver To			
Eva Calcagno, MO 16-171, BCC 16-0732			Crawford, Karen 503-846-3234			

Notes: Blanket purchase order valid through June 30, 2021, unless canceled earlier.

Line	Part Number / Description	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	Authorization of Public Library Services Agreement FY 16-17 through FY 20-21 between Washington County (Cooperative Library Services) and Member Libraries on an open account basis to the County per County contract BCC 16-0732 Total of all Purchases must not exceed \$4,496,541.00				
1. This purchase order is subject to the terms and conditions attached. 2. Washington County's Federal Tax ID 93-6002316.		 Authorized Signature			



This Purchase Order issued by Washington County (Purchaser), and all terms and conditions contained herein, become the exclusive contract for this transaction, when accepted by acknowledgement or commencement of performance by Seller.

SHIPPING/INVOICE INSTRUCTIONS 1. Unless otherwise specified, all goods shall be shipped: PREPAID, FOB DESTINATION. Where shipping address indicates a room number, Seller shall deliver to that specific location at no additional charge. Where specific authorization is granted by Purchaser to ship goods FOB SHIPPING POINT, Seller shall pre-pay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier, but bill Purchaser as separate item on the invoice for said charges. 2. Goods will not be accepted if shipped C.O.D. 3. Title to the goods purchased hereunder shall pass to Purchaser at the FOB DESTINATION point, subject to the right of Purchaser to reject upon inspection. 4. The Purchase Order Number and Organization Unit/Department Name shown on the reverse side shall appear on all invoices, correspondence, shipping papers and packing material. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein. 5. Seller agrees to mail invoices in duplicate to the department shown under "Invoice To" on the reverse side. Seller shall provide separate invoices for each Purchase Order. 6. On shipping papers and invoices, Seller shall state whether delivery is partial or complete and notify Purchaser if complete shipment cannot be made per terms of the order. 7. Purchaser reserves the right to cancel any unshipped or uncompleted portion of this order. Time of delivery is of the essence and the order is subject to cancellation for failure to deliver or perform on time. 8. No change in price, quality or goods will be recognized or accepted by Purchaser without prior approval by Purchaser. GENERAL TERMS AND CONDITIONS 9. GOVERNING LAW; VENUE; JURISDICTION; ATTORNEY FEES: The laws of the State of Oregon shall govern this Purchase Order. Any action or suit commenced in connection with this Purchase Order shall be in the Circuit Court of Washington County. Provided, however, if the claim is brought in a federal forum then it shall be conducted exclusively within the United States District Court for the District of Oregon. Seller, by execution of this Purchase Order, hereby consents to the in personam jurisdiction of these courts. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the court, including any action on appeal. 10. UNIFORM COMMERCIAL CODE: As referred to in this Purchase Order, ORS Chapter 72, as amended from time to time ("UCC"). 11. REJECTION: All goods or materials purchased are subject to approval by Purchaser. Any rejection of goods or materials based on nonconformity to the terms and specifications of the order, whether held by Purchaser or returned, will be at Seller's risk and expense. 12. INDEMNIFICATION: Seller shall save harmless and indemnify Purchaser for any and all claims, damages, losses and expense including, but not limited to, reasonable attorney's fees arising out of or resulting from Seller's performance of or failure to perform the obligations of this contract to the extent caused by the negligence or misconduct by Seller or its employees or agents, together with any patent, copyright, trademark or franchise infringement action. 13. FORCE MAJEURE: Neither party to this contract shall be responsible for delay or default caused by fire, riot, acts of God or war beyond that party's reasonable control. Purchaser may terminate this contract upon written notice after determining such delay or default will impair successful performance.	14. WARRANTIES: Unless otherwise stated, all goods shall be free and clear of any liens or encumbrances and shall be new (and, if applicable, the current model) and shall carry full manufacturer warranties. Seller warrants all goods delivered to be free from defects in labor, material and manufacture, and to be in compliance with the specifications identified in this Purchase Order. All implied and express warranty provisions of the UCC are hereby incorporated by reference. Seller represents and warrants to Purchaser that Seller has the power and authority to enter into and perform this Purchase Order, and that this Purchase Order, when executed and delivered, shall be a valid and binding obligation of Seller enforceable in accordance with its terms. 15. COMPLIANCE WITH LAWS: Seller shall comply with all Federal, State and local laws and regulations applicable to the goods or services purchased under this contract. The provisions of ORS 279C.500 through 279C.870, as applicable, are incorporated herein by reference. Damages or costs resulting from noncompliance shall be the sole responsibility of Seller. 16. ACCEPTANCE OF TERMS: THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SELLER ARE OBJECTED TO AND REJECTED UNLESS OTHERWISE PROVIDED IN WRITING TO AND ACCEPTED IN WRITING BY PURCHASER. 17. NONDISCRIMINATION: Seller agrees not to discriminate against any customer, employee or applicant for employment or services, because of race, creed, color, national origin, sex, marital status, age or disability, excepting only bona fide qualifications. 18. MATERIAL SAFETY DATA SHEET: Seller agrees to send appropriate Material Safety Data sheets (MSDS) with shipment, according to all applicable Federal and State laws. Seller shall include any required updates with shipment. 19. WORKER'S COMPENSATION: Seller shall comply with ORS 656.017 for all employees who work in the State of Oregon for more than 10 days. This requires Seller to provide Purchaser with certification of worker's compensation insurance, with employer's liability in the minimum amount of \$100,000. 20. TERMINATION: Failure to comply with any of the terms specified herein shall be a material breach and may be grounds for cancellation by Purchaser. 21. AUTHORIZED SIGNATURE: Only those persons authorized by Purchaser may execute a binding Purchase Order. Seller is responsible for ensuring that the person executing the Purchase Order is duly authorized. 22. ASSIGNMENT; SUBCONTRACT; SUCCESSORS: No portion of this Purchase Order may be subcontracted or assigned to any other individual, firm or entity without the express and prior approval of Purchaser. The provisions of the Purchase Order shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. 23. MERGER CLAUSE; AMENDMENT; WAIVER: This Purchase Order constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified in this Purchase Order. No waiver, consent, modification or change of terms of this Purchase Order shall bind either party unless in writing and signed by authorized individuals of both parties. The failure of Purchaser to enforce any provision of this Purchase Order shall not constitute a waiver by Purchaser of that or any other provision. 24. ANTITRUST: Seller hereby assigns to Purchaser full, finally, and in their entirety, all Federal and/or State antitrust claims which Seller now has or may hereafter acquire as a result of or in connection with any and all goods and services ordered hereunder. Further, Seller shall cause similar wording in favor of Purchaser to be made a part of any and all contracts entered into with subcontractors or suppliers as a result of this order. Claims shall include price-fixing, monopolization, and any other violation of State or Federal antitrust law.
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Rev. 03/2005

WCCLS Information Network Agreement

This WCCLS Network Agreement, hereafter referred to as "Agreement," is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County", by and through Washington County Cooperative Library Services, hereinafter referred to as "WCCLS," and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard and Tualatin, Aloha Community Library Association, Cedar Mill Community Library Association, Garden Home Community Library Association, Tuality Healthcare and Oregon College of Art and Craft, hereinafter referred to as "Network Users." County and Network Users are collectively known as "the Parties."

WHEREAS the Parties originally entered into this Agreement in 1986 and the Agreement has had subsequent amendments and renewals including the last one entered into on July 11, 2011,

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

WHEREAS, the Parties desire to continue to provide residents of Washington County with access to public library services and can provide such access and services, and

WHEREAS, WCCLS has purchased and installed an integrated library system and operates and maintains a secure telecommunications network to facilitate connections between Network Users' libraries and to the Internet, and desires to make this system available for use by libraries in Washington County;

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

1. DEFINITIONS

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

- A) WCCLS (Washington County Cooperative Library Services) - An agency of County government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B) WCCLS Information Network - The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases and e-content provided by WCCLS for Network Users' library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to Network Users' libraries and supported by WCCLS; and the telecommunications network linking Network Users to the system and for Internet access, hereinafter referred to as the "Network."

- C) Host – Any intelligent device connected to the Network that is addressable by a network/transport protocol. All workstations, network printers, routers, etc. are hosts.
- D) Broadband Users' Group – A membership organization through which WCCLS procures Internet and firewall network services.
- E) WCCLS Policy Group – The board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.
- F) WCCLS Information Network Users' Group - A committee of the WCCLS Policy Group to advise WCCLS and the WCCLS Policy Group on the operation of the automated system as defined in the WCCLS Policy Group Bylaws.
- G) Public Library Services Agreement - The Inter-Governmental Agreement between Washington County and library service providers to provide library services to all county residents, containing a distribution formula under which WCCLS makes payments to public libraries.
- H) WCCLS Executive Board – The board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.
- I) West Slope Community Library – The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is treated as a Network User.

2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2016, through June 30, 2021, except as otherwise provided in Section 14 of this Agreement.

3. OWNERSHIP AND MANAGEMENT OF THE WCCLS INFORMATION NETWORK

- A) The Washington County Board of Commissioners, as the governing body of WCCLS, retains final authority for decision-making related to Network and its operation.
- B) WCCLS shall have full ownership of all Network components and shall make the system available to Network Users. All software and upgrades provided to Network Users by WCCLS will remain the property of WCCLS.

- C) Item records owned by Network Users, the associated bibliographic and patron records where the patron is registered at the Network User Library, shall be considered the property of that Network User. On termination of this Agreement by either party Network User shall pay all reasonable costs associated with data extraction necessary to provide records in machine-readable format.

4. SERVICE AVAILABILITY

- A) Network shall be available for use twenty-four (24) hours a day except for routine maintenance and when software, hardware, or telecommunications upgrades or changes necessitate making the system unavailable. WCCLS agrees to provide Network User with prior notice of Network downtime if it will affect library operations or business hours except for unexpected outages due to Network failure or other circumstances beyond the control of WCCLS. No liability shall be assumed by WCCLS if Network experiences downtime.

- B) WCCLS staff shall be available to support the Network and to answer questions about the Network from Network Users. No Network staff will be available on days that are official Washington County holidays.

The hours of service are as follows:

8:00 am – 9:00 pm, Monday – Thursday;

8:00 am – 6:00 pm Friday,

9:00 am – 5:00 pm Saturday, and

10:30 am - 5:30 pm Sunday.

Staff will be available for emergency support from 6:00pm to 9:00pm Friday only.

5. DATA RECOVERY

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

6. DUTIES AND RESPONSIBILITIES OF WCCLS

WCCLS shall:

- A) Purchase all Network hardware, software, and telecommunications equipment; house such equipment in a suitable environment; and maintain said equipment in good operating condition.
- B) Purchase integrated library system client software licenses for Network Users and coordinate distribution of licenses.

- C) Provide, or contract for the provision of, maintenance of Network hardware, software, and the telecommunications equipment.
- D) Provide and maintain directory services to control access to the Network.
- E) Employ personnel needed to maintain and operate Network and staff a help desk for problem reporting and resolution.
- F) Provide a source of, and maintain for Network Users, MARC bibliographic cataloging records and authority records in the catalog. This includes monitoring and evaluating bibliographic services to maintain quality bibliographic records.
- G) Purchase, and coordinate licensing of, other software, applications or equipment to support Network services.
- H) Purchase item inventory tags, security tags and patron cards to be used by Network Users.
- I) Provide initial training and initial and on-going training materials to Network Users for WCCLS-provided software applications as documentation is provided by vendors.
- J) Provide documentation for the integrated library system as documentation is provided by vendors.
- K) Provide software updates to Network Users for software applications purchased by WCCLS and licensed for use at member libraries.
- L) Regularly review the operations of Network hardware, software and telecommunications, evaluate performance, and develop plans for modifications, upgrades and new services, as outlined in the WCCLS Long Range Plan.
- M) Monitor compliance with Policies & Procedures adopted by the WCCLS Policy Group and the Broadband Users' Group to coordinate orderly and secure use of the Network.
- N) Conduct an independent security audit of the Network and implement recommendations to maintain security and integrity.
- O) Take steps to maintain security, up to and including terminating a connection between one or more network Hosts that presents a problem or threatens security, integrity, or performance of the Network. WCCLS shall notify affected Network Users about an impending disconnection if time permits. Unless WCCLS determines that the problem or threat has resulted in a default under paragraph 11, WCCLS shall restore connectivity when the WCCLS staff determines that the problem is resolved or the threat removed.
- P) Provide and maintain library security gates (RFID enabled).
- Q) Manage the Network pursuant to the terms and conditions of this Agreement.

7. DUTIES AND RESPONSIBILITIES OF NETWORK USERS

Network Users shall:

- A) Participate in the use and operation of the Network under the terms and conditions of this Agreement and the Policies & Procedures adopted by the WCCLS Policy Group.
- B) Take full responsibility for linking item information for Network User's holdings to bibliographic records in the catalog and for meeting cataloging standards as outlined in the Policies & Procedures.
- C) Provide, maintain, and administer cabling, equipment, software, associated devices and Hosts within Network User's building that are connected to the Network. Network Users should meet ANSI/TIA-5568-C or ISO/IEC 11801(Ed2.2) standards when installing new data cabling.
- D) Provide site preparation, access, and environmental conditions necessary for optimal security and functioning of Hosts provided by WCCLS.
- E) Ensure that devices configured by Network User and accessing the Network comply at all times with hardware, software and security requirements deemed necessary by WCCLS staff. Network User shall use WCCLS directory services to access the Network.
- F) Ensure that all Hosts connected to the Network are secured and supervised by library staff during use. Network User shall not allow public users to use staff workstations.
- G) Ensure that any Host or device connected to the Network shall neither cause, nor have the potential to cause, any network disruption, security breach, nor other deleterious outcome.
- H) Obtain permission from WCCLS before attempting to attach any new equipment to the Network.
- I) Obtain permission from WCCLS before adding workstations that will run software applications purchased by WCCLS and licensed for use at Network Users' libraries.
- J) Protect Network equipment and software from abuse, theft or misuse, and assume financial responsibility for repairing or replacing damaged equipment.
- K) Be responsible for system security by limiting access to non-public accounts to trained, authorized staff and volunteers, using individually-assigned user logon credentials, and following security protocols and procedures as directed by WCCLS to prevent unauthorized access. Examples may be password protection, encryption of sensitive information, or locking workstations when not in use.

- L) Notify WCCLS before requesting additional services, including but not limited to domain accounts, integrated library system staff or volunteer logon accounts, workstations, and staff email accounts.
- M) Notify WCCLS promptly to request that a logon or staff email account be deleted to maintain system security. For example, if a Network User terminates an employee, the Network User shall promptly request that the terminated employee be deleted.
- N) Provide an inventory of Network Hosts in Network User's facility and connected to the Public Communications Network as needed by WCCLS.
- O) Conduct an annual inventory of licenses in use by the Network User as instructed by WCCLS staff.
- P) Keep records and statistics when required by WCCLS to document system performance.
- Q) Designate at least one person as the WCCLS contact concerning use of the Network.

8. CONFIDENTIALITY OF DATA

The patron and circulation records in the catalog are exempt from public disclosure pursuant to ORS 192.502(23). Network Users agree that they will not disclose patron and circulation information or patron's use of library resources and services including, but not limited to, databases, e-content and wireless access. Network Users also agree that only library staff and designated library volunteers shall have access to such records in the course of operating the system. Network Users agree to forward to WCCLS all requests for confidential data from law enforcement or other requestors in accordance with established Policies and Procedures. Network Users may use patron name and address information for library purposes as long as it is used in accordance with established Policies & Procedures.

9. COST ALLOCATION FORMULA

On an annual basis, WCCLS shall calculate the Cost Allocation Formula (EXHIBIT A) based on measures of Network Users' use of the Network: integrated library system licenses, total circulation, number of titles, number of items, number of patrons, and volumes added in the fiscal year. WCCLS uses the Cost Allocation Formula to identify each Network User's percentage share of operational costs to maintain the Network if WCCLS funding ceases.

Network Users that are not signatories to the Public Library Services Agreement, chiefly Tuality Health Resource Center and Oregon College of Art and Craft, shall be responsible for ten percent of their share of the cost allocation on an annual basis. These Network Users shall be notified of Network operating costs by April 1 as determined by the Cost Allocation Formula used in EXHIBIT A "Cost Allocation Formula". These Network Users shall receive an invoice from WCCLS by April 15 for the annual cost, which shall be paid by June 30.

10. ADMISSION OF NEW NETWORK USERS THAT ARE NOT SIGNATORIES TO THE PUBLIC LIBRARY SERVICES AGREEMENT

WCCLS may admit other libraries that are not signatories to the Public Library Services Agreement to the Network if WCCLS undertakes the necessary system modification to ensure continued security and performance. Admission of new Network Users shall require unanimous approval of present Network Users and the WCCLS Executive Board. New Network Users are assessed a share of operating costs for the first year of membership as determined by the WCCLS Executive Board. The "Cost Allocation Formula" in Exhibit A applies during and after the second year.

11. DEFAULT

- A) Each of the following shall constitute a default:
1. Material noncompliance with the terms of the Agreement or any policies or procedures adopted pursuant to this agreement;
 2. Misuse of any Network resources including, but not limited to, system operating software, hardware, or telecommunications.
 3. Failure to maintain system security protocols or procedures as directed by WCCLS.
- B) If a Network User or WCCLS defaults on the Agreement, WCCLS or the Network User or WCCLS, respectively, shall:
1. Advise the party in writing of the alleged default and any action required to cure the default;
 2. Set forth a time by which the default must be cured, a minimum of thirty (30) days.
- C) If a Network User fails to cure the alleged default after WCCLS notifies the Network User of the alleged default, WCCLS may, following written notice to the Network User:
1. Prohibit Network User from the use of the system;
 2. Take any action to cure or stop the default;
 3. Recover any costs, expenses or disbursements incurred by WCCLS to cure the default;
 4. Terminate this Agreement as regards the defaulting Network User.
- D) Notwithstanding subparagraph B, WCCLS may lock out a Network User from the system without notice in the event of an emergency involving, but not limited to, system damage or the breach of security or confidentiality of the database.

12. TERMINATION

- A) County may terminate this Agreement in its entirety or as to any individual Network User upon sixty (60) days written notice, if it determines, in good faith, through an open, public process, that:
1. The public interest would be served by such termination;
 2. Adequate funds are not available.

- B) Each Network User may terminate this Agreement upon sixty (60) days written notice, if the Network User determines, in good faith, that the public interest in its jurisdiction or area of service would be served by such termination.
- C) County and each Network User may terminate this Agreement for a default by the other party that has not been cured.
- D) Upon termination of this Agreement as to any individual Network User, this Agreement between remaining Parties shall remain in effect.
- E) Except for termination under subparagraph A, the Network User shall be responsible for payment of any costs, expenses, or disbursements incurred by WCCLS to remove or otherwise mask Network User's data from the system on termination.

13. INSURANCE

- A) County and each Network User shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Network User, its employees and agents. The insurance coverage shall cover the minimum amount specified in ORS 30.271. For Network Users who are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.
- B) WCCLS shall maintain insurance adequate to cover the replacement of the central site equipment including but not limited to central hardware, telecommunications equipment and uninterruptible power supply. The insurance coverage shall be for a minimum of \$600,000.
- C) Network Users shall maintain insurance adequate to cover the replacement of the telecommunications and security equipment owned by WCCLS and housed at Network User's site.

14. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

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

- B) Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Contractor agrees to:
1. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this Agreement;
 2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement;
 3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this Agreement; and
 4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

15. INDEMNIFICATION

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution.

16. DEBT LIMITATION

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

17. INDEPENDENT CONTRACTOR

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

18. NOTICE

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

19. COUNTERPARTS

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

20. CAPTIONS

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

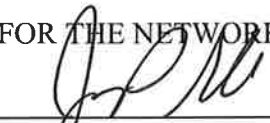
21. SEVERABILITY

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

22. AMENDMENT

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

FOR THE NETWORK USER:



Signature


Title

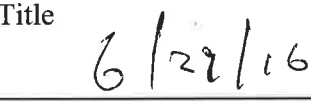

Date

FOR WASHINGTON COUNTY:



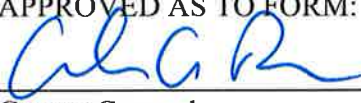
Signature **Rob Massar**

Asst. County Administrator

Title


Date

APPROVED AS TO FORM:



County Counsel

WCCLS Network Agreement 2016 Exhibit A

[illegible]

WCCLS Network Agreement 2016 Exhibit A

	Polaris Licenses	percent of total	FY 14-15 circulation	percent of total	titles as of d FY 14-15	percent of total	Composite Percentage
Banks	5	1.429	72,948	0.613	29,792	2.255	1.2969
Beaverton	79	22.571	3,292,761	27.655	301,069	22.793	25.0667
Cedar Mill	54	15.429	2,474,249	20.781	197,699	14.967	15.4377
Cornelius	6	1.714	92,253	0.775	21,161	1.602	1.3754
Forest Grove	18	5.143	344,062	2.890	81,751	6.189	4.7120
Garden Home	10	2.857	181,078	1.521	16,687	1.263	1.5715
Hillsboro	68	19.429	2,758,805	23.171	234,944	17.787	21.1780
North Plains	4	1.143	60,889	0.511	14,174	1.073	0.8137
Sherwood	13	3.714	351,025	2.948	44,312	3.355	3.3461
Tigard	48	13.714	1,248,298	10.484	196,090	14.845	13.7243
Tualatin	22	6.286	655,909	5.509	104,071	7.879	6.9369
West Slope	11	3.143	334,498	2.809	55,266	4.184	3.2193
Outreach	9	2.571	24,260	0.204	8,190	0.620	0.7202
OCAC	2	0.571	6,239	0.052	11,060	0.837	0.4115
Tuality	1	0.286	9,210	0.077	4,631	0.351	0.1898
Total	350	100.00	11,906,484	100.00	1,320,897	100.00	100.00
	items as of end FY 14-15	percent of total	patrons as of end FY 14-15	percent of total	imes added d FY 14-15	percent of total	
Banks	31,478	1.864	1,688	0.630	2308	0.991	
Beaverton	407,184	24.107	78,910	29.447	55,468	23.826	
Cedar Mill	256,984	15.214	29,467	10.996	35,476	15.239	
Cornelius	23,251	1.377	3,783	1.412	3,196	1.373	
Forest Grove	89,921	5.324	12,871	4.803	9,134	3.924	
Garden Home	18,224	1.079	3,819	1.425	2,988	1.284	
Hillsboro	339,236	20.084	63,747	23.789	53,100	22.809	
North Plains	14,775	0.875	1,637	0.611	1,558	0.669	
Sherwood	49,158	2.910	11,327	4.227	6,802	2.922	
Tigard	249,116	14.749	33,636	12.552	37,251	16.001	
Tualatin	121,273	7.180	20,156	7.522	16,870	7.247	
West Slope	63,730	3.773	5,931	2.213	7,434	3.193	
Outreach	8,396	0.497	431	0.161	624	0.268	
OCAC	11,561	0.684	409	0.153	398	0.171	
Tuality	4,793	0.284	157	0.059	193	0.083	
Total	1,689,080	100.00	267,969	100.00	232,800	100.00	



RESOLUTION 2021-013

AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT AMENDMENT WITH WASHINGTON COUNTY ON BEHALF OF WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES TO EXTEND THE PUBLIC LIBRARY SERVICES AGREEMENT AND THE INFORMATION SERVICES NETWORK AGREEMENT

WHEREAS, Resolution 2016-030 authorized the City Manager to sign the current Washington County Cooperative Library Services (WCCLS) Public Library Services Agreement and the Information Services Network Agreement which will expire on June 30, 2021; and

WHEREAS, the agreements provide funding for the Sherwood Library and the vehicle to share materials with other Washington County libraries to the benefit of Sherwood citizens; and

WHEREAS, the WCCLS Executive Board has recommended a contract amendment to extend the current Public Library Services Agreement and Information Network Agreement through June 30, 2022; and

WHEREAS, the WCCLS Executive Board has representatives from each member library and advises the Board of County Commissioners on funding for countywide library services, distribution of financial resources for providing countywide library services and long-term governance and funding strategies; and

WHEREAS, the attached exhibits A) Public Library Services Agreement FY21-22 Amendment and B) WCCLS Information Network Agreement FY21-22 Amendment extend the current agreements through June 30, 2022.

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

Section 1. The City Manager is authorized to sign Exhibit A, the Public Library Services Agreement FY21-22 Amendment and Exhibit B, the WCCLS Information Network Agreement FY21-22 Amendment.

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

Duly passed by the City Council this 16th of February, 2021.

Keith Mays, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

Resolution 2021-013

February 16, 2021

Page 1 of 1, with Exhibit A (1 page), Exhibit B (1 page)



WASHINGTON COUNTY OREGON

Contract No: _____

CONTRACT AMENDMENT No: 01

This Amendment is made and entered into, by and between Washington County, a political subdivision of the State of Oregon, and City of Sherwood.

This amendment modifies that certain contract between the parties, the original contract number being BCC 16-0732.

The contract is amended as follows:

2. Term of Agreement

This Agreement shall be in effect from July 1, 2016 through June 30, 2022, except as otherwise provided in Section 12 of this Agreement.

5. Funding Distribution

For FY21-22, contractors shall receive an increase of 3% for Pool One and Jump Start Operating Fund based on funds received in FY20-21.

Exhibit A: Funding Distributions

Effective Date of Amendment: _____, or upon final signature, whichever is later.

All other terms and conditions of the original contract shall remain in full force and effect.

FOR CONTRACTOR:

Authorized Signature

Date

Printed Signatory Name

Title

E-Mail Address

Telephone

FOR COUNTY:

Authorized Signature

Date

Printed Signatory Title

FOR WASHINGTON COUNTY USE ONLY

County Contract Administrator: Lisa Tattersall

Phone: 503-846-3233

Contract Administrator Email: LisaT@wccls.org



WASHINGTON COUNTY OREGON

Contract No: _____

CONTRACT AMENDMENT No: 01

This Amendment is made and entered into, by and between Washington County, a political subdivision of the State of Oregon, and City of Sherwood.

This amendment modifies that certain contract between the parties, the original contract number being CA 16-0740.

The contract is amended as follows:

2. Term of Agreement

This Agreement shall be in effect from July 1, 2016 through June 30, 2022, except as otherwise provided in Section 12 of this Agreement.

Effective Date of Amendment: _____, or upon final signature, whichever is later.

All other terms and conditions of the original contract shall remain in full force and effect.

FOR CONTRACTOR:

Authorized Signature

Date

Printed Signatory Name

Title

E-Mail Address

Telephone

FOR COUNTY:

Authorized Signature

Date

Printed Signatory Title

FOR WASHINGTON COUNTY USE ONLY

County Contract Administrator: Lisa Tattersall

Phone: 503-846-3233

Contract Administrator Email: LisaT@wccls.org