



Home of the Tualatin River National Wildlife Refuge

CITY COUNCIL MEETING PACKET

FOR

Tuesday, July 21, 2026

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

5:30 pm City Council Work Session

7:00 pm City Council Regular Meeting

City Council Executive Session
(ORS 192.660(2)(f), Exempt Public Records)
(Following the Regular 7:00 pm City Council Meeting)

This meeting will be live streamed at
<https://www.youtube.com/user/CityofSherwood>



5:30 PM CITY COUNCIL WORK SESSION

- 1. Washington County Sheriff's Office Annual Update**
(Craig Sheldon, City Manager)
- 2. Old Town Site D Feasibility Study**
(Eric Rutledge, Community Development Director)

7:00 PM CITY COUNCIL REGULAR SESSION

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. CONSENT AGENDA**
 - A. Approval of June 16, 2026, City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - B. Approval of July 7, 2026, City Council Meeting Minutes** (Sylvia Murphy, City Recorder)
 - C. Resolution 2026-048, Authorizing the Mayor to execute an Intergovernmental Agreement with Washington County for participation in the Washington County Urban County Community Development Block Grant Program for program years 2027-2029**
(Kristen Switzer, Assistant City Manager)
 - D. Resolution 2026-049, Authorizing the City Manager to execute an IGA with Washington County for the Natural Hazard Mitigation Plan Update** (Rich Sattler, Public Works Director)
 - E. Resolution 2026-050, Authorizing City Manager to execute an agreement with Carollo Engineers, Inc. for Owner's Representative Services for the Water Treatment Plant Operations and Maintenance Contract** (Rich Sattler, Public Works Director)
 - F. Resolution 2026-051, Authorizing an Intergovernmental Agreement with Washington County for the Washington County Digital Forensics Laboratory** (Ty Hanlon, Police Chief)
- 6. CITIZEN COMMENTS**
- 7. PUBLIC HEARING**
 - A. Ordinance 2026-004, Amending Sherwood Municipal Code, Chapter 1.01 Public Contracting Rules (First Reading)** (Ryan Adams, City Attorney)

AGENDA

SHERWOOD CITY COUNCIL July 21, 2026

5:30 pm City Council Work Session

7:00 pm City Council Regular Session

**City Council Executive Session
(ORS 192.660(2)(f),
Exempt Public Records)
(Following the 7:00 pm
Regular City Council Meeting)**

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

**This meeting will be live streamed at
<https://www.youtube.com/user/CityofSherwood>**

8. CITY MANAGER REPORT

9. COUNCIL ANNOUNCEMENTS

10. ADJOURN TO EXECUTIVE SESSION

A. ORS 192.660(2)(f) Exempt Public Records (Ryan Adams, City Attorney)

11. ADJOURN

How to Provide Citizen Comments and Public Hearing Testimony: Citizen comments and public hearing testimony may be provided in person, in writing, or by telephone. Written comments must be submitted at least 24 hours in advance of the scheduled meeting start time by e-mail to Cityrecorder@Sherwoodoregon.gov and must clearly state either (1) that it is intended as a general 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. To provide comment by phone during the live meeting, please e-mail or call the City Recorder at Cityrecorder@Sherwoodoregon.gov or 503-625-4246 at least 24 hours in advance of the meeting start time in order to receive the phone dial-in instructions. 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.

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 Cityrecorder@Sherwoodoregon.gov

ADA Accommodations: If you require an ADA accommodation for this public meeting, please contact the City Recorder's Office at (503) 625-4246 or Cityrecorder@Sherwoodoregon.gov at least 48 hours in advance of the scheduled meeting time. Assisted Listening Devices are available on site.



SHERWOOD CITY COUNCIL MEETING MINUTES

22560 SW Pine St., Sherwood, Or

June 16, 2026

WORK SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 5:32 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young (remote), Councilors Keith Mays, and Doug Scott. Councilor Taylor Giles (remote). Councilors Renee Brouse and Dan Standke were absent.
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, IT Systems Analyst Mark Swanson, City Attorney Ryan Adams, Public Works Director Rich Sattler, Human Resources Director Lydia McEvoy, Center for the Arts Manager Chanda Hall, Community Development Director Eric Rutledge, Planning Manager Sean Conrad, Associate Planner Art Graves, Associate Planner Hugo Agosto, Deputy City Recorder Colleen Resch, and City Recorder Sylvia Murphy.

OTHERS PRESENT: Cultural Arts Commission members Jen Casler, Jane Parisi-Mosher, Deborah Reisman, and Lester Nishimura.

4. TOPICS:

Pedestrian Bridge Artwork

Center for the Arts Manager Chanda Hall introduced Artist Deann Garcia and provided a presentation (see record, Exhibit A). Ms. Hall said the objective of the work session was to share the Cultural Arts Commission's recommendation for the proposed 8 medallions and gather feedback. She discussed the collaborative design process and timeline. Ms. Garcia said series of medallions weaved together human history and the natural world, illustrating how the story of Sherwood was inseparable from its environment.

Council President Young said she supports all the proposed medallions.

Councilor Doug Scott agreed with Council President Young and said he appreciated the story being told. He said he was concerned the "S" could be interpreted as a logo of the City.

Mayor Rosener said he also supports the proposed medallions and said they were timeless. He said a Council goal was to rebrand the City logo and said it was in the preliminary stages. Discussion followed about potential alternatives to the "S".

Council President Young said she does not consider this a logo.

City Attorney Ryan Adams said the Council could make a finding in a resolution that they do not see this as a logo. He said the City logo is enshrined in the Code but that does not preclude the Council from doing something different.

Mayor Rosener asked City Manager Sheldon to inform the Councilors that were absent of this work session discussion regarding the logo and ask for feedback. He thanked Ms. Hall, Ms. Garcia, and the Cultural Arts Commission members for their efforts.

Mayor Rosener addressed the next item on the agenda.

Housing in Sherwood

Community Development Director Eric Rutledge provided a presentation and a memorandum regarding the upcoming housing work plan (see record, Exhibit B). He introduced Planning Manager Sean Conrad, Associate Planner Hugo Agosto, and Associate Planner Art Graves. He said the purpose of the work session was to receive Council direction to help staff refine a preferred approach to housing prior to a future action item. Councilor Scott asked what staff specifically needed. Mr. Rutledge said we need to know whether the work plan was adequate to achieve the housing goals and feedback on projects. Councilor Mays commented on the frustrations with affordability and housing work plans. Mr. Rutledge referred to the 2025-2026 City Council goal to *Promote and Monitor Diverse Housing that will Accommodate a Wide Variety of Life Stages and Needs*. He said during the Council goal setting in January 2026 the Council expressed a desire to define what housing affordability meant for Sherwood. He said over the next 4 years the City would be working on housing related work that would build on existing policies. He commented on the 2040 Comprehensive Plan and said that would serve as the policy foundation.

Mr. Graves said in 2019 the legislature passed HB 2003 which required cities to complete a Contextualized Housing Need (CHN), a Housing Capacity Analysis (HCA), and a Housing Productions Strategy (HPS). He said the CHN and HCA needed to be completed by December 31, 2027, and the HPS needed to be completed by December 31, 2028. He said the CHN study would analyze what types of housing, what characteristics, and in what locations. Mr. Graves stated the HCA would analyze if there was enough land to accommodate the quantity and types of housing needed. He said the HPS would implement the plan with specific actions to achieve housing targets. He noted the City received a grant from the Department of Land Conservation and Development (DLCD) for the CHN and HCA and would possibly receive a grant for the HPS. He noted the City's allocated need included Sherwood West and said the Sherwood West planning area can be used for the housing capacity analysis and production. He said there would be three potential work sessions to inform the Council of the progress and receive feedback. Discussion followed about potential zoning strategies and incentive programs. Mayor Rosener commented on the HCA and asked if we could introduce infrastructure constraints into the analysis. Mr. Rutledge said that was a good suggestion.

Mr. Conrad said the Old Town Strategic Action Plan was adopted in May 2026 and the plan recommended establishing sustainable funding tools and incentive programs to encourage mixed-use and multi-family housing in the downtown core. He said there were several vacant lots owned by the Urban Renewal Agency (URA) that provided housing opportunities with control over design. He said potential incentive programs could include a local improvement district, a vertical housing designation, or amending the URA boundary. He commented on the Sherwood West Comprehensive and Master Planning which would begin in 2026 and was expected to accommodate approximately 3,100 housing units at average density of 9.2 units per net acre in a variety of zones and housing types. He said the Council could consider strategies and incentives to encourage housing production in the master planning. Mr. Rutledge stated most of the growth would occur in Old Town, Brookman Road, and eventually Sherwood West.

Mr. Agosto provided information on potential upcoming code updates. He said staff were auditing the code in response to multiple years of state housing legislation. He stated that potential code updates included land use procedures, clear and objective standards specifically applying to housing structures and tree code, single room occupancy units, and revision to middle housing land division standards.

Mr. Rutledge provided discussion questions. Mayor Rosener suggested staff focus on zoning by housing type or specific zoning to protect the master zoning process. He suggested being innovative and creative. Discussion followed. Mr. Rutledge thanked the Council for the feedback and discussed next steps of refining the scope of the housing work plan and work it into a contract with a consultant. He stated the scope of the work would impact the cost of the work plan. He stated there would be work sessions scheduled in the future to keep the Council informed.

Mayor Rosener adjourned the work session at 6:58 pm.

REGULAR SESSION

- 1. CALL TO ORDER:** Mayor Rosener called the meeting to order at 7:05 pm.
- 2. COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young (remote), Councilors Keith Mays, Doug Scott, and Taylor Giles (remote). Councilors Dan Standke and Renee Brouse were absent.
- 3. STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, City Attorney Ryan Adams, IT Systems Analyst Mark Swanson, Police Chief Ty Hanlon, Public Works Director Rich Sattler, Human Resources Director Lydia McEvoy, Finance Director David Bodway, Library Manager Adrienne Doman Calkins, and City Recorder Sylvia Murphy.
- 4. APPROVAL OF AGENDA:**

Mayor Rosener addressed approval of the agenda and asked for a motion.

MOTION: FROM COUNCILOR MAYS TO AMEND THE AGENDA AND ADD A NEW SECTION TITLED NEW BUSINESS FOR CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SAIF CORPORATION FOR WORKERS COMPENSATION INSURANCE COVERAGE INCLUDING ANY PREPAYMENT DISCOUNT IN ORDER TO MAXIMIZE SAVINGS TO THE CITY AND REMOVE ORDINANCE 2026-004 FROM THE AGENDA. SECONDED BY COUNCILOR SCOTT. MOTION PASSED 5:0, ALL PRESENT MEMBERS VOTED IN FAVOR. (COUNCILORS STANDKE AND BROUSE WERE ABSENT).

MOTION: FROM COUNCILOR SCOTT TO APPROVE THE AGENDA AS AMENDED. SECONDED BY COUNCILOR MAYS. MOTION PASSED 5:0, ALL PRESENT MEMBERS VOTED IN FAVOR. (COUNCILORS STANDKE AND BROUSE WERE ABSENT).

Mayor Rosener addressed the next item on the agenda.

5. CONSENT AGENDA:

A. Approval of June 2, 2026, City Council Meeting Minutes

B. Resolution 2026-033, Appointing Adam Carlson to the Sherwood Police Advisory Board

- C. Resolution 2026-034, Reappointing Michael Smith to the Sherwood Police Advisory Board
- D. Resolution 2026-035, Reappointing Lawrence O'Keefe to the Sherwood Police Advisory Board
- E. Resolution 2026-036, Reappointing Dorian Libal to the Sherwood Traffic Safety Board
- F. Resolution 2026-037, Authorizing the City Manager to Sign a Cooperative Governance Agreement and Declaration Terminating the Previous Intergovernmental Agreement with Washington County on behalf of Washington County Cooperative Library Services (WCCLS)
- G. Resolution 2026-038, Authorizing the City Manager to Sign a Cooperative Operating Agreement with Washington County on behalf of Washington County Cooperative Library Services (WCCLS)
- H. Resolution 2026-039, Authorizing the City Manager to Enter into an Intergovernmental Agreement with Metro for the 2019 Parks and Nature Bond Measure Local Share Program
- I. Resolution 2026-040, Authorizing the City Manager to Enter into a Lease Agreement with the Sherwood Historical Society for the Morback House and the property on which the Smock House is located
- J. Resolution 2026-041, Ratifying the Collective Bargaining Agreement with Sherwood Sergeants Association (SSA)
- K. Resolution 2026-042, Approving the City Investment Policy and Authorizing Investments
- L. Resolution 2026-043, Reappointing Jim Craig to the Sherwood Parks and Recreation Advisory Board
- M. Resolution 2026-044, Reappointing Joshua Gaylord to the Sherwood Parks and Recreation Advisory Board
- N. Resolution 2026-046, Approving a Contract for the City Attorney

MOTION: FROM COUNCILOR SCOTT TO ADOPT THE CONSENT AGENDA. SECONDED BY COUNCILOR MAYS. MOTION PASSED 5:0, ALL PRESENT MEMBERS VOTED IN FAVOR. (COUNCILORS STANDKE AND BROUSE WERE ABSENT).

Mayor Rosener addressed the next item on the agenda.

6. CITIZEN COMMENTS:

None. Mayor Rosener addressed the next agenda item.

7. NEW BUSINESS:

- A. Resolution 2026-047, Authorizing the City Manager to Execute Annual Insurance Renewals for Property, Liability and Workers' Compensation Coverage for Fiscal Year 2026-2027**

Human Resources Director Lydia McEvoy provided a walk-on staff report and resolution (see record, Exhibit C). She said during the annual review of insurance renewal documents staff found some ambiguity between the procurement code and the City Manager's contract authority. She said the total value of the renewals exceeded the \$150,000 limit currently set in the code. She stated the FY 2026-27 CIS renewal premium was \$600,102 and the FY 2026-27 SAIF renewal premium was \$184,095. She said by approving the proposed resolution now, the SAIF premium would include a prepayment discount of \$7219. Councilor Giles asked how much the premiums had increased from last year. Ms. McEvoy said CIS premiums increased by 9.5%.

Mayor Rosener asked for Council discussion or a motion.

MOTION: FROM COUNCILOR MAYS TO APPROVE RESOLUTION 2026-047, AUTHORIZING THE CITY MANAGER TO EXECUTE ANNUAL INSURANCE RENEWALS FOR PROPERTY, LIABILITY AND

WORKERS' COMPENSATION COVERAGE FOR FISCAL YEAR 2026-2027. SECONDED BY COUNCILOR SCOTT. MOTION PASSED 5:0, ALL PRESENT MEMBERS VOTED IN FAVOR. (COUNCILORS STANDKE AND BROUSE WERE ABSENT).

Mayor Rosener addressed the next agenda item, and the City Recorder read the public hearing statement.

8. PUBLIC HEARING:

A. Resolution 2026-032, Adjusting Solid Waste and Recycling Collection Rates

Public Works Director Rich Sattler provided a presentation (see record, Exhibit D). Mr. Sattler stated this was the second hearing, and the Code required our franchisee to submit an annual report by March 15. He said the City contracted with Bell and Associates to review the report and evaluate the financial performance of the collection franchise. He stated after reviewing the reported revenues and expenses, the overall franchise rate of return for 2025 was determined to be 9.01%. He noted when the franchisee's rate of return is greater than 9% but less than 11%, the allowable rate adjustment is indexed to the applicable Consumer Price Index (CPI). He said the applicable annual average CPI increase for this cycle was 2.67%. He stated the proposed adjustments would become effective January 1, 2027, and would apply to residential cart service, commercial container service, and drop box/roll-off rates. He said per the Code, if a rate adjustment was proposed, the Council must hold a public hearing on the proposed adjustment within 60 days of receiving the report and must approve or disapprove the adjustment within 30 days following the hearing. He said staff recommended approval of the proposed rate adjustment. Councilor Giles asked what would happen if the resolution was not approved. Mr. Sattler said the Code had provisions about rate of return and applying the CPI and staff was recommending 2.67%. He said there was a practice of applying an 8% to 12% rate for the area.

With no further questions from the Council, Mayor Rosener opened the public hearing. With no public testimony received, Mayor Rosener closed the public hearing.

Mayor Rosener asked for Council discussion or a motion.

MOTION: FROM COUNCILOR MAYS TO APPROVE RESOLUTION 2026-032 ADJUSTING SOLID WASTE AND RECYCLING COLLECTION RATES. SECONDED BY COUNCILOR SCOTT. MOTION PASSED 5:0. ALL PRESENT MEMBERS VOTED IN FAVOR. (COUNCILORS STANDKE AND BROUSE WERE ABSENT).

Mayor Rosener addressed the next agenda item.

B. Resolution 2026-045, Adopting a Schedule of Fees as Authorized by the City Zoning and Community Development Code, Establishing Fees for Miscellaneous City Services and Establishing an Effective Date

Finance Director David Bodway said reviewing and updating the fee schedule was generally part of the annual budget process and reminded the Council that the City moved to a biennium budget process. He stated the proposed fee changes fell into three categories: 2% increase as previously approved in Resolution 2017-008, 6.43% increase as previously approved in Resolution 2018-049, and miscellaneous other new fees and minor changes. He provided a brief overview of the proposed fees. He said the proposed fee increases had been included in the Biennial Year 2025-27 budget and there were no additional financial impacts. He said staff recommended adoption of Resolution 2026-045.

With no questions from Council, Mayor Rosener opened the public hearing. With no testimony received, Mayor Rosener closed the public hearing.

Mayor Rosener asked for Council discussion or a motion.

MOTION: FROM COUNCILOR MAYS TO APPROVE RESOLUTION 2026-045, ADOPTING A SCHEDULE OF FEES AS AUTHORIZED BY THE CITY ZONING AND COMMUNITY DEVELOPMENT CODE, ESTABLISHING FEES FOR MISCELLANEOUS CITY SERVICES AND ESTABLISHING AN EFFECTIVE DATE. SECONDED BY COUNCIL PRESIDENT YOUNG. MOTION PASSED 4:0. ALL PRESENT MEMBERS VOTED IN FAVOR. (COUNCILORS STANDKE, BROUSE, AND GILES WERE ABSENT).

Record Note: Councilor Giles disconnected from his remote access prior to the above vote and did not reenter the meeting.

Mayor Rosener addressed the next agenda item.

9. CITY MANAGER REPORT:

City Manager Sheldon reported on a recent Sherwood Broadband outage and said staff were working with the hardware vendor on a solution. He reported on the mobile speed cameras on Oregon Street and said the 30-day warning period ended June 22, 2026. He said the Police Department would start issuing citations on June 23 and said a postcard with the mobile speed camera information was mailed last week to the 97140 zip code. He reported on the Clean Water Services Brookman Road sewer project and said SW Old Hwy 99 was closed between Brookman Road and Timbrel through July 10, 2026. He reported the Senior Center would receive a Sharps Collection box on June 18 and would allow safe disposal practices. He said the July 7 City Council meeting had three work session topics scheduled and no regular session at this time. Police Chief Hanlon provided an update on the mobile speed cameras and said 2700 violations had been recorded. Mayor Rosener stated the goal was to change behavior. He commented on future locations of the cameras, such as school zones, and reminded the public to contact the Traffic Safety Board with their location recommendations.

10. COUNCIL ANNOUNCEMENTS:

Councilor Scott commented on safety measures for bicycles and e-bicycles and 4th of July celebrations and reminded people to be safe.

Councilor Mays reported that he attended the Senior Advisory Board meeting and the Cultural Arts Commission meeting and said both groups were supportive of the mobile speed cameras.

11. ADJOURN:

Mayor Rosener adjourned the meeting at 7:35 pm.

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor



SHERWOOD CITY COUNCIL MEETING MINUTES
22560 SW Pine St., Sherwood, Or
July 7, 2026

WORK SESSION

1. **CALL TO ORDER:** Mayor Rosener called the meeting to order at 5:30 pm.
2. **COUNCIL PRESENT:** Mayor Tim Rosener, Council President Kim Young, Councilors Keith Mays, Doug Scott, Dan Standke, Renee Brouse, and Taylor Giles (remote at 5:30 pm and physically arrived at 6:55 pm).
3. **STAFF PRESENT:** City Manager Craig Sheldon, Assistant City Manager Kristen Switzer, IT Systems Analyst Mark Swanson, City Attorney Ryan Adams, Police Chief Ty Hanlon, Public Works Director Rich Sattler, Community Development Director Eric Rutledge, Planning Manager Sean Conrad, Finance Director David Bodway, Economic Development Manager Erik Adair, Deputy City Recorder Colleen Resch, and City Recorder Sylvia Murphy.

OTHERS PRESENT: Sherwood Planning Commissioners Chair Jean Simson, Vice Chair Justin Kai (remote), Rick Woidyla, Joe Tillotson, Daniel Bantz, and Tyler Barns (arrived at 5:35 pm).

4. TOPICS:

Roundtable with Sherwood Planning Commission

Community Development Director Eric Rutledge said there were a few potential discussion items and the Commissioners introduced themselves. Chair Jean Simson thanked the Council for the opportunity to discuss future Planning Commission work. She commented on the Tree Code update and asked the Council for any goals and visions they had for the update. Mayor Rosener said that was the purpose of these roundtable discussions with all the Boards and Commissions. Mr. Rutledge explained that the Tree Code update was on the Council Goals and there had been a previous work session. He said there was a new State requirement that the Tree Code, as it related to regulating removal of trees, had to be clear and objective. He stated the City Council had expressed an interest in establishing a heritage tree program and a desire to preserve trees during development. He asked if there were other items the Council would like to update. He commented on a potential heritage tree program and stated there were two possible approaches, a mandatory designation program embedded in the code, or a voluntary registry where property owners could opt in. He asked the Council directly whether they wanted to stand behind a code-based heritage tree program or pursue a voluntary program first and revisit it at a future date. Mayor Rosener asked what it would mean for a tree to be designated as a heritage tree. Chair Simson responded that the code itself would define that. Commissioner Barns explained that heritage tree status was typically determined by criteria such as size, height, character, or community value, and that once a tree meets those criteria, the designation carries substantive protections, such as requiring arborist approval before any trimming. He noted that this created an additional layer of burden and obligation. Councilor Standke expressed a preference for starting with a voluntary registry as the lowest-lift option, with the possibility of building from there. Council President Young

asked whether examples of heritage tree programs in other jurisdictions were available and indicated she would like to see one before deciding. Mayor Rosener offered a distinction between two forms of voluntary programs: one in which a property owner could voluntarily opt into the designation, after which the code's protections apply and run with the tree regardless of future ownership, versus a purely informal recognition with no legal teeth. He stated a preference for the former but said he was opposed to the City unilaterally designating trees on private property. He stated the voluntary opt-in model would allow property owners to make an informed decision, understanding any impact on future development potential. Councilor Giles asked whether a heritage tree could be incorporated into design standards as a credit, for instance, appearing on a checklist of design elements from which an applicant must select a certain number, allowing preservation of a heritage tree to count toward meeting those standards. He stated this would soften the burden on developers who must work around a designated tree, and that there should be clear outs for trees that die, are struck by lightning, or become safety hazards. Mayor Rosener agreed, adding that if the original property owner sought the designation and obtained design standard relief as a result, that benefit should not necessarily transfer to a subsequent owner. Councilor Standke suggested that if trees were designated as heritage trees and owners face obligations to maintain them, the City could consider grants or financial support to encourage those stewardship actions. Commissioner Tillotson described the situation on Sherwood Boulevard where community members had wanted a corner tree preserved during construction and had no tool available to help them. Mayor Rosener agreed and expressed particular concern about trees being removed for the convenience of construction, rather than because a building footprint required it, stating he would like to limit that practice. Chair Simson commented on mitigation planting mix, cautioning against replacing cleared trees exclusively with deciduous species. She said she supported a proper mix of evergreen and deciduous plantings in larger cleared areas. Councilor Standke stated that commercial and industrial zones could do better at preserving trees along property perimeters, even when interior areas were fully built out. Councilor Giles proposed that mitigation ratios could be calibrated to address convenience clearing, requiring a developer who removed a tree for construction convenience to plant ten or twenty trees in return, rather than the standard replacement ratio. Commissioner Tillotson noted that canopy requirements already exist for commercial and industrial development. Chair Simson thanked the Council for their direction.

Chair Simson said the second discussion item was the Transportation System Plan (TSP) update. She said the public hearings would occur in 2027. Mayor Rosener commented on TSP priorities and said it was important to be grant ready. He explained that achieving 30 percent design on a project significantly improved the City's chances of securing State or Federal funding. Chair Simson noted that staff had already secured a grant from Metro and another for the Housing Needs Analysis (HNA). She also confirmed that the HNA had a State deadline of the end of next year, with new State mandated processes to follow.

Chair Simson stated the third discussion item was the Old Town Strategic Plan implementation and said the Planning Commission wanted to understand how implementation would proceed. She said the development could become quite high density and the Planning Commission wanted to be mindful of how it looked. Mr. Rutledge confirmed that staff were currently in the implementation phase of the Old Town Strategic Plan and were evaluating a few options to bring forward to Council, including a Vertical Housing Development Incentive Program (VHDIP). He explained that the program would provide a tax abatement on a percentage of the residential floors above ground-floor commercial, effectively incentivizing mixed-use development and allowing the City to attach design standard requirements as a condition of receiving the incentive. Mr. Rutledge acknowledged that without the incentive program, developers could potentially invoke State law to bypass local design standards, particularly if they met density thresholds such as 17 units per acre. He noted that qualifying for those State law exemptions was not automatic, developers must check all applicable boxes. He stated that he and Economic Development Manager Erik Adair had given approximately ten tours of City owned and private Old Town sites to developers, none of whom had moved forward, primarily because

construction costs remained high, interest rates were elevated, and rents in the region were flat or slightly declined. He said it was the incentive-based communities that were getting housing developed right now. Mayor Rosener expressed strong interest in funding incentive programs through the Urban Renewal Area (URA), noting the URA is projected to generate \$84 million over the next 30 years, and that drawing a few hundred thousand dollars annually for incentives would be manageable without impacting the General Fund. Councilor Giles asked whether the incentive program could be structured to attract specific types of businesses to Old Town. Mr. Rutledge confirmed that if the City was offering the incentives, it could set the parameters for who qualified. Councilor Standke expressed concern about the visual disparity between higher-density new development at the south end of Old Town near Oregon Street and the lower scale historic district to the north, particularly if four and five story buildings were concentrated in one area while the rest of Old Town remained low scale. Mayor Rosener acknowledged the concern but suggested that starting somewhere with the City's ultimate density vision was preferable to deferring. Councilor Standke confirmed his understanding that the Council's objective for Old Town development is three to four stories. Mayor Rosener described his vision for the Pine/railroad triangle area as two to three floors. Councilor Mays observed that achieving a healthy mix of restaurants, shops, and other uses in Old Town required sufficient residential density nearby, either through short term lodging visitors or residents living in the area. Councilor Bantz raised the importance of parking, particularly for families who drive to Old Town, noting that insufficient parking will deter visitors regardless of other amenities.

Mr. Rutledge confirmed that annexation applications would now come before the Planning Commission for review and a recommendation to Council prior to Council action. He noted two annexation applications were currently in the process. He also confirmed that while an annexation agreement was required at the City's discretion, all annexations required a public hearing before the Planning Commission. He asked for any other questions.

Commissioner Barns asked whether future development, particularly in Old Town, could incorporate subterranean cisterns or bioswales to capture rainwater as a supplement to the City's water supply, reducing dependency on Willamette River withdrawals as climate change reduced snowmelt and increased demand. He suggested this could be tied to a tiered incentive structure analogous to LEED certification, where developers received greater incentives for incorporating more sustainable infrastructure. Mayor Rosener noted that the City holds water rights for 20 million gallons per day from the Willamette, with peak usage of approximately 5 to 6 million gallons per day, and that infrastructure capacity could support the full 20 million gallons. He acknowledged that capturing rainwater for uses such as irrigation and fountain operation was environmentally worthwhile even if it did not address scarcity per se and noted that the City had high-capacity emergency wells currently on standby that had been discussed as a potential source for non-potable uses such as watering school district lawns and parks. Councilor Giles suggested that if new trail work and infrastructure were being planned in Sherwood West, green technologies such as solar pre-wiring should be built into the Code, noting that the incremental cost at time of construction was negligible compared to retrofit costs. Mayor Rosener thanked the Planning Commission for attending and said he appreciated the quality of their work. Chair Simson thanked the Council for their input on the Tree Code update.

Mayor Rosener addressed the next item on the agenda.

Public Safety Fee

Finance Director David Bodway provided a presentation (see record, Exhibit A) and said it was a follow up to the April 21 Council work session. He stated the objective of the session was to present various fee structure options, gather Council feedback through an interactive financial model, and identify next steps for

future Council action. He explained that an Equivalent Service Unit (ESU) was a standard measurement used by cities to calculate stormwater utility fees, with one ESU representing approximately 2,640 square feet of impervious surface. He said single family homes equal one ESU, while larger commercial and industrial properties with more impervious surface carry proportionally more ESUs. Mr. Bodway noted that ESUs were already used for commercial accounts to calculate sidewalk fees, streetlight fees, and street fees, making them a natural, administratively practical basis for the new fee. He noted that billing by square footage was not feasible because the current billing system could not accommodate it, and that the Council had already settled on ESUs at the prior work session. He presented four fee structure options. He said option 1 was \$10 per month per ESU applied to all commercial and industrial accounts. He said this would generate approximately \$727,000 per year and was modeled to fund two new police officers, including vehicles, equipment, and technology. Mayor Rosener asked for clarification on the cost of a new officer. Mr. Bodway indicated approximately \$220,000 to \$240,000 per year per officer and two officers would cost approximately \$440,000 annually. Mayor Rosener stated that the remaining \$280,000 would cover one-time expenses such as police cruisers and equipment in year one, with ongoing annual technology contract costs thereafter. Police Chief Ty Hanlon confirmed that technology contracts were approximately \$600,000 over five years and were ongoing and increased as officers were added. He said option 2 was \$12 per month per ESU applied to all commercial and industrial accounts. He said this option would generate approximately \$873,000 annually and was modeled to fund two new officers plus provide a funding buffer to protect an existing officer from potential future layoffs, given budget pressures in the General Fund. Mayor Rosener noted that while not sufficient to fully fund a third officer, it would partially offset that cost. Mr. Bodway said option 3 was \$12 per month per commercial account and \$6 per month per manufacturing/industrial account. He said the reduced rate for manufacturing and industrial accounts was proposed because while police do patrol those areas actively through the Night Eyes program, large industrial and manufacturing properties were not the same drain on police resources as retail establishments. Mr. Bodway acknowledged that several large manufacturers had ESU accounts comparable to or exceeding major retailers, which did not seem equitable. He stated this option would generate approximately \$721,000. He said option 4 was \$11 per month per commercial account, \$6 per month per manufacturing and industrial account, and \$15 per month per retail account. He stated this option broke out retail as a distinct, higher-rate category in recognition of the disproportionate demand retail generates for police services through shoplifting and related calls. Mr. Bodway acknowledged this option had been floated based on prior work session feedback. Mayor Rosener said he opposed option 4 because it was too cumbersome administratively. Councilor Scott agreed. Councilor Mays said that the distinction between commercial and retail in the context of a strip mall billed to a single landlord was unworkable. Mr. Bodway confirmed that Public Works had already created a multiuse category to handle such properties, and that billing by account (rather than by individual tenant) was the practical approach, leaving it to the property owner to pass costs to tenants as they see fit. Councilor Mays said that if a variable rate structure was adopted, retail should carry the highest rate of any category, noting that the service needs of a large retailer and a large manufacturer were different. He suggested that option 4's framework with higher rates for retail was conceptually correct, the administrative complexity made it untenable. Discussion followed regarding alternative rate combinations and a potential cap on ESUs for manufacturing and industrial accounts. Mr. Bodway explained that when a cap of 50 ESUs was modeled for manufacturing/industrial accounts at a prior analysis, the savings across all affected accounts amounted to approximately \$528 annually. He noted that approximately 19 of 38 manufacturing/industrial accounts fell above the cap at 50 ESUs, with some as high as 300 ESUs. Councilor Mays indicated that while he supported a cap as a matter of optics and economic development messaging, his primary concern was ensuring that large manufacturers were not charged at a rate disproportionate to the services consumed. Councilor Brouse asked if spreading SDC payments over time could serve as an additional developer incentive. Mr. Bodway and City Manager Sheldon both indicated interest in exploring this, noting that State law governs SDCs and any local program would need to be verified as permissible, and that title changes during any deferral window

would require a lien-based mechanism. Director Bodway noted that when asked whether any businesses had reached out in response to prior work session discussions of this fee, no Council member or staff member had received any such contact.

Discussion followed and the following direction was provided for staff:

- Two categories: all commercial (including retail, restaurant, office, bank, lodging, medical, auto, construction, and multiuse) at one rate, and true manufacturing and industrial at a lower rate.
- Warehousing would be treated as commercial (not manufacturing/industrial) and billed at the commercial rate.
- A cap of 50 ESUs would apply to manufacturing and industrial accounts only.
- Target rate in the range of \$13/month per ESU for commercial, and \$5/month per ESU for manufacturing/industrial, though final numbers remained subject to staff modeling.
- Revenue target was approximately \$727,000–\$791,000 annually to fund two new police officers plus associated vehicles and ongoing technology contracts.
- No consensus was reached on funding a third officer from this fee.

City Manager Sheldon noted that the account categorization would be tied to actual use, not zoning, and that Public Works would begin capturing use information through business license applications to ensure consistent categorization across departments going forward. City Attorney Ryan Adams confirmed that the fee could be structured as an ordinance with two readings, which Mayor Rosener preferred. Staff indicated a first reading could potentially be scheduled for the July 21 meeting, with a January 1 effective date to allow time for public education and outreach to the business community. Councilor Brouse noted that businesses should receive advance notice so that implementation would not come as a surprise. Mr. Bodway noted the importance of ensuring the legal characterization of the fee as a fee rather than a tax and indicated that staff would address this clearly in the staff report language.

Mayor Rosener addressed the next item on the agenda.

Transient Lodging Tax (TLT) Rate Review

Mr. Rutledge and Mr. Adair provided a presentation (see record, Exhibit B). Mr. Rutledge said the Transient Lodging Tax (TLT) was a tax on short-term lodging stays such as hotels, Airbnb's, and similar accommodations paid by visitors. He stated the City's only hotel was the Hampton Inn, with approximately two dozen short-term rental (Airbnb) units also subject to the tax. He noted the funds supported tourism promotion, tourism-related facilities, and economic development. He explained the current rate structure:

- State rate: 1.5%
- Washington County rate: 9% (highest in Oregon)
- City of Sherwood rate: 3%
- Combined total: 13.5%

He noted that the county rate was unusually high, which constrains city rates in Washington County relative to cities in counties with lower county-level TLTs. He stated the City received back approximately 2.8% of the county's 9%, which flows into the City's TLT account and was split across the three designated funding categories. He reported that the Hampton Inn had a 62% occupancy rate for January through June 2026 but bookings for the remainder of the year were strong. Discussion followed regarding general economic

conditions and a noted decline in wine tourism. Mr. Bodway described the spending allocation framework established at a prior work session held after the Hampton Inn opened:

- 30% of total TLT collections retained in the General Fund, designated for the Arts Center.
- 66.6% of total TLT collections directed to the Economic Development and Promotion Fund.
- 33.3% of the non-general-fund portion directed to the Public Art Fund.

Mr. Bodway noted that at current collection levels of approximately \$160,000 annually, these translate to roughly \$48,000 to the Arts Center, approximately \$74,000 to Economic Development and Promotion, and approximately \$37,000 to the Public Art Fund. Mr. Bodway stated that a new State law will shift the required TLT spending allocation to 50/50 between tourism-related spending and the general fund. He clarified that while this change was coming in 2027, cities retain flexibility in how they implement the split, and it was not a strict mandate on the precise sub-allocations within each half. Council President Young expressed support for the 30% allocation to the Arts Center continuing, noting the Arts Center was a qualifying tourism-related facility. City Manager Sheldon expressed support for the TLT helping the Arts Center move closer to breakeven and indicated a similar principle should apply to the Field House and said TLT support would help avoid General Fund pressure on those facilities. He suggested that as the Arts Center improved its own booking revenue and the gap narrowed, the City's TLT contribution could be adjusted downward accordingly. Mr. Bodway reported the current operational deficits for the Arts Center was approximately \$160,000 per year and the Field House deficits were approximately \$140,000 per year. Council President Young raised the possibility of the Library being considered a tourism-related facility eligible for TLT funding. Mr. Bodway noted that State law defines a tourism-related facility broadly and said an argument could be made for the Library. Councilor Brouse noted that the Sherwood Heritage Museum hosts the visitor center and had been a long discussed candidate for TLT support. Council President Young asked whether summer programming such as Music on the Green and Movies in the Park could be considered tourism-related activities eligible for TLT funding. Mayor Rosener said he believed a reasonable argument could be made, particularly for drawing visitors from outside the City. Councilor Giles said he supported continuing to fund public art at a meaningful level, suggesting \$50,000 per year or \$100,000 every two years and to expand the kinds of public art that created destination appeal and social media visibility. He noted that funding priorities needed to be set and expressed a preference for art that created lasting community identity. Mayor Rosener suggested that the public art allocation had been accumulating for years and that it might be worth redirecting the 33.3% currently going to public art toward other priorities such as trails, the Library, or the Chamber of Commerce.

Discussion followed and Council consensus emerged on the following framework for the spending allocation:

- 50/50 split between General Fund and tourism related.
- The Arts Center to remain a primary beneficiary of the General Fund 50%, with the goal of moving it closer to breakeven.
- The Economic Development and Promotion Fund to receive an amount equivalent to the current \$74,000 per year.
- A remaining discretionary portion to be discussed further at a future meeting, with trails, the Chamber, public art, and other community priorities identified as candidates.

Mr. Bodway asked the Council if the City TLT should be increased and if so to what level. He provided comparative data showing that the combined TLT rate (county + state + city) at the current 3% City rate was 13.5%. He said increasing to 4%, 5%, or 6% City rates would put the combined total at 14.5%, 15.5%, or 16.5%. He noted that at 4% or higher, Sherwood would be at or above several comparable Portland metro cities including Portland, Gresham, and Troutdale, though still within the range of multiple Oregon cities.

Councilor Brouse referred to the Hampton Inn's occupancy rate and asked whether a rate increase might deter a second hotel from developing in Sherwood. Mr. Bodway noted the TLT was paid by visitors, not by the hotel operator, and that the hotel operator received a 5% collection discount for handling the paperwork. He confirmed that the approved, but currently on hold, second hotel project was vested and could pull building permits at any time, though the developer had expressed hesitation due to construction costs, interest rates, and overall hotel market conditions. Mayor Rosener said that guests selecting the Hampton Inn do so because they need to be in Sherwood, not because of comparative tax rates. Councilor Giles asked why the City did not consider a rate higher than 6%. He added that capturing revenue from visitors rather than residents was the purpose of a TLT. He said the additional revenue could fund trails, arts, and other community amenities that visiting sports teams and wine tourists directly benefit from. Mayor Rosener said that at 6%, Sherwood would exceed Portland in combined TLT rate and suggested a phased approach: 5% in year one, with 6% in year two, allowing the City to monitor market response and observe what other jurisdictions in the region do. Councilor Mays noted he was not opposed to phasing but was fully supportive of raising the rate. Councilor Brouse expressed a preference for starting at 4.5% rather than 5%, favoring a more conservative increase. The Council reached the following general direction:

- Year 1: Increase the City TLT rate to 5%, bringing the combined rate to 15.5%.
- Year 2: Increase the City TLT rate to 6%, bringing the combined rate to 16.5%.
- Implementation to begin as soon as possible, with Mr. Bodway confirming an ordinance process would be required, and the new rate to take effect before January 1, if possible, given the State law 50/50 change date.
- The spending allocation rebalancing (50/50 split, adjusted percentages for Arts Center, Economic Development, and a new discretionary category) to be brought back to Council with updated models reflecting the new rate.
- At 5% with a 50/50 split, projected annual revenue would be approximately \$267,000: \$133,000 to the General Fund (Arts Center), \$89,000 to Economic Development and Promotion, and \$44,000 to the Public Arts Fund.
- The Council agreed to return for a follow-up discussion on the remaining discretionary allocation, including trails, the Chamber, and other eligible uses.

Mayor Rosener adjourned the work session at 8:00 pm. No regular meeting was held.

Attest:

Sylvia Murphy, MMC, City Recorder

Tim Rosener, Mayor

TO: Sherwood City Council

FROM: Kristen Switzer, Assistant City Manager
Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney

SUBJECT: Resolution 2026-048, Authorizing the Mayor to execute an Intergovernmental Agreement with Washington County for participation in the Washington County Urban County Community Development Block Grant Program for program years 2027-2029

Issue:

Should the City Council authorize the Mayor to execute the Intergovernmental Agreement with Washington County to continue the City of Sherwood's participation in the Urban County Community Development Block Grant (CDBG) Program for program years 2027–2029?

Background:

Washington County is requesting participating jurisdictions renew their Intergovernmental Agreement (IGA) for the Program Years 2027–2029 Urban County qualification period. Approval of the IGA allows the City of Sherwood to remain eligible to apply for Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) funding administered by Washington County.

Since 1979, the City of Sherwood has received \$2,495,629 in Community Development Block Grant funding. CDBG funds support housing rehabilitation, neighborhood revitalization, community facility and shelter improvements, and physical redevelopment projects.

Approval of this agreement does not commit the City to any specific project or expenditure but preserves eligibility for future federal funding opportunities.

Financial Impacts:

This agreement has no direct fiscal impact on the City's budget.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2026-048, Authorizing the Mayor to execute an Intergovernmental Agreement with Washington County for participation in the Washington County Urban County Community Development Block Grant Program for program years 2027-2029.



RESOLUTION 2026-048

AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR PARTICIPATION IN THE WASHINGTON COUNTY URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR PROGRAM YEARS 2027-2029

WHEREAS, Washington County administers the Urban County Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs on behalf of participating jurisdictions under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Sherwood has participated in the Washington County Urban County Program since 1979 and has received \$2,495,629 in Community Development Block Grant (CDBG) funding; and

WHEREAS, Community Development Block Grant (CDBG) funds support housing rehabilitation, neighborhood revitalization, community facility and shelter improvements, and physical redevelopment projects; and

WHEREAS, participation in the Urban County Program allows the City to remain eligible to apply for future federal housing and community development funding administered by Washington County; and

WHEREAS, the proposed Intergovernmental Agreement establishes the terms of the City's participation for the Federal Fiscal Years 2027–2029 Urban County qualification period.

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

Section 1. The Mayor is authorized to sign the attached Exhibit A, an Intergovernmental Agreement for the Washington County Community Development Block Grant Program for program years 2027-2029.

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

Duly passed by the City Council this 21st day of July 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT
WASHINGTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
YEARS: 2027-2029**

This Agreement is entered into between Washington County ("COUNTY"), a political subdivision of the State of Oregon, and the City of Sherwood ("CITY"), a municipal corporation of the State of Oregon located within Washington County, for the cooperation of units of local government under the authority of ORS 190.010.

I. RECITALS

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974 ("THE ACT"), the Housing and Urban/Rural Recovery Act of 1983, the Housing and Community Development Act of 1987, the National Affordable Housing Act of 1990; and

WHEREAS, the primary objective of the Act(s) is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income; and

WHEREAS, the parties to the agreement agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities, as approved and authorized between the parties in the Community Development Block Grant (CDBG) Agreements, including the Washington County Consolidated Plan, and

WHEREAS, the Mayor of the City is authorized to execute this agreement on the City's behalf; and

WHEREAS, the Chair of the County Board of Commissioners is authorized to execute this agreement on the County's behalf, and

WHEREAS, the parties desire to join together to meet the criteria for an urban county in order to qualify to receive funds to meet national objectives,

NOW THEREFORE, in consideration of the mutual promises and benefits given and received within this agreement, the parties agree to the terms below:

II. MUTUAL COVENANTS

1. The CITY and the COUNTY agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
2. The parties agree that this agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from

HUD: Community Development Block Grant program (CDBG), the HOME Investment Partnerships program (HOME), and the Emergency Solutions Grant program (ESG).

3. The parties agree to take all actions necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of THE ACT, conducted and administered in accordance with Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR part 1, the Fair Housing Act and the implementing regulations at 24 CFR part 100, and will comply with the obligation to affirmatively further fair housing (24 CFR 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152; Section 109 of Title I of THE ACT and the implementing regulations at 24 CFR part 6, which incorporates: Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title II of the Americans with Disabilities Act of 1974 and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws.
4. The parties expressly acknowledge and agree that the County has the final responsibility for selecting CDBG, HOME, and ESG activities and filing required documents with HUD.
5. The parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of THE ACT as amended.

III. CITY COVENANTS

1. The CITY expressly agrees that as the cooperating unit of general local government it has adopted and is enforcing the following requirements of law:
 - 1.1 A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 1.2 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
2. The CITY agrees that it is subject to the same requirements applicable to subrecipients set forth in 24 CFR 570.501(b).
3. The CITY agrees in order to participate as a subrecipient under the terms of this agreement it shall, pursuant to 24 CFR 570.501(b), be subject to the same requirements applicable to subrecipients under 24 CFR 570.503, including the requirement to enter into a written contract. The City agrees that the County as the recipient is responsible for ensuring that CDBG, HOME, and ESG funds are used in accordance with all program requirements. The COUNTY, as recipient, is responsible for determining the adequacy of performance under subrecipient agreements.

4. The CITY authorizes the inclusion of its population for purposes of the Act(s), and joins together with other units of general local government to qualify the County as an urban county for Housing and Community Development Act block grant funds.
5. The CITY agrees it may not apply for grants from appropriations under the State CDBG program for fiscal years during the period in which it participates in the urban county's CDBG program.
6. The CITY agrees that it may not receive either HOME or ESG formula allocations, except through the County. Regardless of whether the County receives a HOME formula allocation, City agrees that it may not form a HOME consortium with other local governments. This does not preclude either the County or the City from applying for HOME or ESG funds from the State, if the State allows.
7. The CITY agrees that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG, HOME, or ESG funds in exchange for any funds, credits, or non-federal considerations, but must use such funds for activities eligible under Title I of the ACT, as amended.

IV. TERM OF AGREEMENT

1. This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years 2027, 2028 and 2029, and until the funds granted and program income received during the three-year program period are expended and the funded activities completed. Neither the COUNTY nor the CITY may terminate, withdraw, or be removed from the program during the three-year program period.
2. This Agreement will renew automatically for participation for one successive three-year Urban County qualification period (Federal Fiscal Years 2030, 2031, and 2032), unless either party provides written notice to the other that it elects not to participate in the new qualification period. The parties agree to send any such notice to the HUD Field Office at 1220 SW 3rd Avenue, Suite 400, Portland, OR 97204-2825, upon such election, and by the date specified on the HUD Exchange Urban Counties website.
 - 2.1 The COUNTY will notify the CITY in writing of the CITY's right to make this election. The COUNTY shall send the notice to the CITY and HUD by the date specified on the HUD Exchange Urban Counties website.
 - 2.2 The parties agree to execute amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) for the subsequent qualification cycle, when applicable. Failure by either party to execute any such amendment, and to submit the amendment to HUD as provided in the Urban County Qualification Notice will void the automatic renewal of subsequent qualification periods set forth in Section IV.3 above.

V. TERMINATION

This Agreement may be terminated by the COUNTY in the event funding is no longer available; otherwise, neither party may terminate or withdraw from the Agreement while the Agreement

remains in effect. The agreement remains in effect until all funds (CDBG, HOME, ESG, and any program income) are expended and all activities are completed.

VI. ENFORCEMENT

The COUNTY and the CITY shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of THE ACT, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing. The Parties shall comply with Section 109 of Title I of THE ACT, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 49 CFR Part 24, Section 104(d) of THE ACT, and the implementing regulations at 24 CFR Part 42, and all other applicable laws and regulations. The Parties agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to comply with the County's fair housing certification.

VII. COMMUNITY DEVELOPMENT POLICY ADVISORY BOARD

The Community Development Policy Advisory Board provides oversight on Consolidated Plan Annual Action Plan, and report development, makes recommendations to the COUNTY on application questions and scoring criteria for CDBG, HOME, and ESG application cycles, rates and reviews applications and makes recommendations to the Washington County Board of Commissioners for program policy and project selection. The adopted bylaws of the Community Development Policy Advisory Board provide additional guidance. The CITY will have one primary and one alternate member participating on the Board.

VIII. INTERGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject, including that intergovernmental agreement executed June 26, 2014 and renewed and amended June 30, 2020, and renewed and amended September 5, 2023.

IX. CERTIFICATION

The parties by the signatures below certify that the governing body of each party has authorized entry into this Agreement and that those signing are authorized to execute this Agreement on the party's behalf.

IN WITNESS, the undersigned parties have executed this Agreement this ____ day of _____, 2026.

WASHINGTON COUNTY

CITY OF SHERWOOD

BY _____
Chair, Washington County Board of
Commissioners

By _____

Title

Date (required)

Recording Secretary

Date (required)

TO: Sherwood City Council

FROM: Rich Sattler, Public Works Director

Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney

SUBJECT: **Resolution 2026-049, Authorizing the City Manager to execute an IGA with Washington County for the Natural Hazard Mitigation Plan Update**

Issue: Should the City participate with Washington County and other agencies to update the Multi-Jurisdiction Natural Hazard Mitigation Plan?

Background: The City adopted the current Multi-Jurisdiction Natural Hazard Mitigation Plan on June 6, 2023 through Resolution 2023-041. The Disaster Mitigation Act of 2000 requires that in order to be eligible for federal hazard mitigation assistance grants, state, local, and tribal governments must maintain FEMA-approved natural hazard mitigation plans. To maintain eligibility, these plans must be updated every 5 years. The current plan expires in April 2028.

The County and planning partners have determined in order to adequately resource the project update, it is necessary to hire a contractor to coordinate collection of plan information and to develop and finalize the project by the April 2028 due date. Sherwood is one of 18 agencies participating in the Multi-Jurisdiction Natural Hazard Mitigation Plan update.

Financial Impacts: The cost to the City is \$5,250.

Recommendation: Staff respectfully recommends City Council adoption of Resolution 2026-049, authorize the City Manager to execute an IGA with Washington County for the Natural Hazard Mitigation Plan update.



RESOLUTION 2026-049

AUTHORIZING THE CITY MANAGER TO EXECUTE AN IGA WITH WASHINGTON COUNTY FOR THE NATURAL HAZARD MITIGATION PLAN UPDATE

WHEREAS, ORS 190.010 authorizes parties to enter into an agreement with Washington County, and

WHEREAS, the Multi-Jurisdictional Natural Hazard Mitigation Plan was adopted in 2023 via Resolution 2023-041 and requires updating every 5 years to be eligible for hazardous mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional plan that is a useful tool for increasing awareness about hazards and risks in Sherwood while also providing options and resources to reduce those risks; and

WHEREAS, the Multi-Jurisdictional Natural Hazard Mitigation Plan is required to be updated by April 2028.

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

Section 1. The City Manager is hereby authorized to execute an IGA, attached as Exhibit A, with Washington County to update the Natural Hazard Mitigation Plan.

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

Duly passed by the City Council this 21st day of July 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder



Contract No:

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, and Tigard; and Clean Water Services, Tualatin Hills Park & Recreation District, Tualatin Valley Water District, Banks Fire District, Cornelius Fire District, Raleigh Water District, Tualatin Valley Irrigation District, and West Slope Water District.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: May 30, 2026, or upon final signature, whichever is later.
The expiration date is: April 30, 2028; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination on the grounds of race, color, ancestry, national origin, religion, gender, sexual orientation, marital status, age, or disability.
- 4) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 5) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 6) This Agreement may be terminated, with or without cause and at any time, by a party by providing thirty (30) days written notice of intent to the other party(s).
- 7) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 8) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, 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.
- 9) 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.

- 10) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 11) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 12) 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 funds being appropriated therefore.
- 13) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.
- 14) If federal grant or other specialty funds are used to fund this IGA, then the provisions of Attachment _____ are required and shall be met by the recipient of federal grant funds through this IGA.



Applicable



Not applicable

SIGNATURES

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Washington County

Authorized Signature

Date

Title

Banks Fire District

Authorized Signature

Date

Title

City of Banks

Authorized Signature

Date

Title

City of Beaverton

Authorized Signature

Date

Title

City of Cornelius

Authorized Signature

Date

Title

City of Forest Grove

Authorized Signature

Date

Title

City of Hillsboro

Authorized Signature

Date

Title

City of North Plains

Authorized Signature

Date

Title

City of Sherwood

Authorized Signature

Date

Title

City of Tigard

Authorized Signature

Date

Title

City of Tualatin

Authorized Signature

Date

Title

Clean Water Services

Authorized Signature

Date

Title

Cornelius Fire District

Authorized Signature

Date

Title

Raleigh Hills Water District

Authorized Signature

Date

Title

Tualatin Hills Park & Recreation District

Authorized Signature

Date

Title

Tualatin Valley Irrigation District

Authorized Signature

Date

Title

Tualatin Valley Water District

Authorized Signature

Date

Title

West Slope Water District

Authorized Signature

Date

Title



ATTACHMENT A
Terms and Conditions

Background:

The Disaster Mitigation Act of 2000 requires as a condition of eligibility for federal hazard mitigation assistance grants that state, local, and tribal governments maintain FEMA-approved natural hazard mitigation plans (NHMPs). To maintain eligibility, these plans must be updated every five years. Beyond grant eligibility, NHMPs ensure that jurisdictions have a comprehensive and coordinated plan for reducing natural hazard risks and vulnerabilities.

Washington County (“County”) and several other jurisdictions collaborated to complete the update of the Washington County Multi-Jurisdictional NHMP in April 2023. The County and its planning partners, collectively, the “Parties”, are now committed to updating this plan not later than April 2028. To adequately resource this project, the planning partners have agreed to hire a planning contractor to coordinate gathering plan information and to develop and finalize the plan document, in close cooperation with the planning partners and other subject matter experts.

To ensure the project is adequately resourced, the planning partners, which include the parties to this agreement, agree to share the cost of hiring a planning contractor (“Contractor Cost”). In this cost-sharing arrangement, Washington County will fund 50% of the Contractor Cost; the other partners will share the remaining 50% of the Contractor Cost in accordance with a schedule arranged separately between non-County parties. This IGA documents each party’s contribution to this cost-sharing arrangement and Contractor Cost.

Terms and Conditions

1. Each Party city and special district will pay the County an amount not to exceed contributions listed in Attachment B, within 30 days of receiving an invoice from the County. The purpose of those funds is to exclusively provide a share of the total funding to hire a planning contractor (“Contractor”). The Contractor will coordinate the update of the Washington County Multi-Jurisdictional NHMP.
2. Washington County Land Use & Transportation (“LUT”) will serve as the fiscal agent for the planning partner funds. LUT will collect all funds and pay contractor invoices.
3. LUT will invoice each Party for their share of the Contractor Cost. The invoice amount will be based on the actual cost of the Contractor.
4. Washington County Emergency Management (“WCEM”) is responsible for project management, contractor selection, and contract negotiation and administration, aside from the fiscal agent duties of LUT outlined above.



5. WCEM will ensure the Contractor provides the final deliverables of this project which includes an NHMP that meets the requirements of the Disaster Mitigation Act of 2000 and that is ready for adoption by the Parties.
6. The Parties recognize that the successful completion of this project will require them to respond to requests for information from the Contractor, participate in regular plan development meetings, provide input and feedback on plan components, and support other activities essential to the completion of the NHMP.
7. WCEM will regularly update the Parties and the other planning partners regarding the status of the project and the performance of the Contractor. The Parties will be invited to participate in a project steering committee.



ATTACHMENT B

Cost Share Amounts

Organization	Type	Plan Scope	Cost
City of Banks	City	New	\$2,400
City of Beaverton	City	Update	\$5,250
Clean Water Services	Special District	Update	\$5,250
City of Cornelius	City	Update	\$5,250
City of Forest Grove	City	Update	\$5,250
City of Hillsboro	City	Update	\$5,250
City of North Plains	City	Update	\$3,400
City of Sherwood	City	Update	\$5,250
City of Tigard	City	Update	\$5,250
City of Tualatin	City	New	\$5,250
Tualatin Hills Park & Recreation District	Special District	Update	\$5,250
Tualatin Valley Water District	Special District	Update	\$5,250
Banks Fire District	Special District	New	\$2,400
Cornelius Fire District	Special District	New	\$2,400
Raleigh Hills Water District	Special District	New	\$2,400
Tualatin Valley Irrigation District	Special District	New	\$2,400
West Slope Water District	Special District	New	\$2,400

TO: Sherwood City Council

FROM: Rich Sattler, Public Works Director

Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney

SUBJECT: **Resolution 2026-050, Authorizing City Manager to Execute an agreement with Carollo Engineers, Inc. for Owner's Representative Services for the Water Treatment Plant Operations and Maintenance Contract**

Issue: Shall City Council authorize the City Manager to execute an agreement with Carollo Engineers, Inc. for Owner's Representative Services for the Water Treatment Plant Operations and Maintenance contract?

Background: The Willamette River Water Treatment Plant provides drinking water to the Cities of Wilsonville and Sherwood. Currently Veolia Water North America - West LLC provides operations and maintenance (O&M) of the plant on behalf of the owners', and their contract expires on June 30, 2028.

The City is rebidding the O&M contract for the treatment plant and based on the complexity, specialized knowledge and attention to detail needed to deliver the multi-layered project, city staff are pursuing the use of Owner's Representative services (ORep).

Acting as a technical and strategic advisor, the ORep will assess the owner's needs, develop procurement documents and guide a fair, transparent and regulatory-compliant competitive selection process. ORep will facilitate the evaluation of vendor proposals, support interviews and contract negotiations and oversee the transition to the selected operator.

In partnership, Wilsonville staff followed the sealed competitive proposal process and received three proposals in response to their solicitation. The City of Wilsonville assembled a Selection Review Committee to review and evaluate the proposals and Carollo Engineers, Inc. was selected to provide Owner's Representative Services for this project.

Financial Impacts: The City's portion of this agreement is \$216,450.00 (33.3%) which is not included in the 2025/2027 budget. The remaining portion of \$433,550.00 (66.7%) is being paid by the City of Wilsonville. Staff will bring a supplemental budget to Council for approval in September 2026.

Recommendation: Staff respectfully recommends City Council adoption of Resolution 2026-050, authorize the City Manager to execute an agreement with Carollo Engineers, Inc. for Owner's Representative Services for the Water Treatment Plant Operations and Maintenance Contract.



RESOLUTION 2026-050

AUTHORIZING CITY MANAGER TO EXECUTED AN AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR OWNER'S REPRESENTATIVE SERVICES FOR THE WATER TREATMENT PLANT OPERATIONS AND MAINTENANCE CONTRACT

WHEREAS, the Willamette River Water Treatment Plant provides drinking water to the Cities of Sherwood and Wilsonville; and

WHEREAS, the City will be rebidding the operations and maintenance contract for the treatment plant; and

WHEREAS, based on the complexity, technical expertise and attention to detail required to deliver this multi-layered project, staff completed a formal solicitation process, established a Selection Review Committee and reviewed the proposals; and

WHEREAS, staff selected Carollo Engineers, Inc. as the most qualified consultant to perform the work.

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

Section 1. The City Manager is hereby authorized to execute a contract with Carollo Engineers, Inc. in the amount of \$650,000.00. The City's portion of this contract is \$216,450.00 (33.3%) and the City of Wilsonville's portion is \$433,550 (67.7%).

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

Duly passed by the City Council this 21st day of July 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

TO: Sherwood City Council

FROM: Ty Hanlon, Police Chief
Through: Craig Sheldon, City Manager and Ryan Adams, City Attorney

SUBJECT: Resolution 2026-051, Authorizing an Intergovernmental Agreement with Washington County for the Washington County Digital Forensics Laboratory

Issue:

Shall the City Council authorize the City Manager to execute an Intergovernmental Agreement (IGA) with Washington County for continued participation in the Washington County Digital Forensics Laboratory?

Background:

The Washington County Digital Forensics Laboratory (WCDFL) is a jointly operated program developed through a cooperative effort among Washington County, the Washington County District Attorney's Office, the Washington County Sheriff's Office, Washington County Community Corrections, and the cities of Beaverton, Forest Grove, Hillsboro, King City, Sherwood, Tigard, and Tualatin. The laboratory assists police officers and prosecutors in gathering computer and digital evidence in criminal investigations, helping the community obtain more timely justice and develop stronger cases.

The WCDFL provides significant assistance in investigations of crimes against vulnerable victims and crimes that threaten community safety, including child abuse, elder abuse, financial fraud and identity theft, domestic violence, home burglaries, and sexual assault cases. Through the laboratory, the Sherwood Police Department has access to digital device examination, forensic data extraction and review, forensic report generation, expert consultation, after-hours forensic services, and field service.

Under the IGA, the County provides a Digital Forensics Supervisor and Digital Forensics Investigators. Subscriber jurisdictions, including the City of Sherwood, pay an annual subscription price based on a pro-rata share by population of the personnel costs associated with a Digital Forensics Investigator, plus a fixed annual training cost. Sherwood receives all laboratory services on an unlimited basis as a subscriber.

The proposed agreement is effective July 1, 2026 and continues through June 30, 2031, unless terminated or extended as provided in the Agreement. Approval of this resolution authorizes the City Manager to execute the IGA on behalf of the City of Sherwood.

Financial Impacts:

The City will pay an annual subscription price calculated as a pro-rata share by population of the personnel cost of a Digital Forensics Investigator, plus a fixed \$10,000 annual training cost, as set forth in Exhibit B of the Agreement. The subscription cost adjusts each July 1 by the cost-of-living adjustment approved by the County. Payment for the 2026–2027 fiscal year is due within 30 days of final ratification of the Agreement. Funds for this subscription are included in the Police Department's adopted budget.

Recommendation:

Staff respectfully recommends City Council adoption of Resolution 2026-051, authorizing an Intergovernmental Agreement with Washington County for the Washington County Digital Forensics Laboratory.



RESOLUTION 2026-051

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR THE WASHINGTON COUNTY DIGITAL FORENSICS LABORATORY

WHEREAS, Washington County, the Washington County District Attorney's Office, the Washington County Sheriff's Office, Washington County Community Corrections, and the cities of Beaverton, Forest Grove, Hillsboro, King City, Sherwood, Tigard, and Tualatin have developed a jointly operated Washington County Digital Forensics Laboratory to assist police officers and prosecutors in gathering computer and digital evidence in criminal investigations; and

WHEREAS, the Washington County Digital Forensics Laboratory provides significant assistance in investigations of crimes against vulnerable victims and crimes that threaten community safety, including child abuse, elder abuse, financial fraud and identity theft, domestic violence, home burglaries, and sexual assault cases; and

WHEREAS, ORS 190.010 authorizes units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has authority to perform; and

WHEREAS, the City of Sherwood desires to continue its participation as a subscriber to the Washington County Digital Forensics Laboratory and to receive all laboratory services on an unlimited basis; and

WHEREAS, the proposed Intergovernmental Agreement is effective July 1, 2026 and continues through June 30, 2031, with the City paying an annual subscription price as set forth in the Agreement.

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

Section 1. The Sherwood City Council hereby approves the Intergovernmental Agreement with Washington County for the Washington County Digital Forensics Laboratory, attached hereto as Exhibit 1 and incorporated herein.

Section 2. The City Manager is hereby authorized to execute the Intergovernmental Agreement on behalf of the City of Sherwood.

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

Duly passed by the City Council this 21st day of July, 2026.

Tim Rosener, Mayor

Attest:

Sylvia Murphy, MMC, City Recorder

INTERGOVERNMENTAL AGREEMENT

This Agreement ("Agreement") is made by and between Washington County, a political subdivision of the State of Oregon ("County"), acting through the Washington County Sheriff's Office ("WCSO"), the Washington County District Attorney's Office ("WCDA"), and Washington County Community Corrections ("WCCC"); the City of Beaverton, acting through its Beaverton Police Department; City of Forest Grove, acting through its Forest Grove Police Department; City of Hillsboro, acting through its Hillsboro Police Department; City of King City, acting through its King City Police Department; City of Sherwood, acting through its Sherwood Police Department; City of Tigard, acting through its Tigard Police Department; and City of Tualatin, acting through its Tualatin Police Department, collectively the "Parties".

RECITALS

WHEREAS, the Parties through a joint and cooperative effort developed a jointly operated Washington County Digital Forensics Laboratory ("WCDFL") program that focuses on helping police officers and prosecutors gather computer and digital evidence in criminal investigations and ultimately help the community obtain more timely justice, obtain evidence more quickly and develop stronger cases;

WHEREAS, the Parties will provide significant assistance in investigations of crimes against vulnerable victims and crimes that threaten community safety, including child abuse, elder abuse, financial fraud and identity theft, domestic violence, home burglaries, and sexual assault cases;

WHEREAS, the WCDA and WCSO seek for a Digital Forensics Investigator ("DFI") to serve as a key staff member in the WCDFL with expertise in examining and analyzing mobile devices, such as cell phones and tablets, and computers, including desktops and laptops. Those specialists will be an asset to investigations concerning a wide variety of offenses. The DFI will also be available to collect and preserve digital evidence from crime scenes and provide investigators across Washington County with expert knowledge and analysis; and

WHEREAS, ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Therefore, the Parties agree, as follows:

TERMS AND CONDITIONS

1. START AND END DATES.

The **effective date** of this Agreement is July 1, 2026 or at the date of execution by a party. This Agreement shall continue until June 30, 2031. The Agreement may be terminated earlier or may be extended, as provided in this Agreement.

2. AGREEMENT DOCUMENTS.

This Agreement consists of these Terms and Conditions and the documents (“Exhibits”) listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence. The Exhibits to this contract are:

- **Exhibit A:** Scope of Work
- **Exhibit B:** Funding & Finance Details

3. RESPONSIBILITIES OF THE PARTIES.

3.1. The County shall provide a 1.0 FTE Digital Forensics Supervisor and 2.0 FTE Digital Forensics Investigators ("DFIs"), to include a dedicated annual training budget of \$10,000 per FTE. One DFI will be assigned to the WCDA and one DFI will be assigned to the WCSO unless modified by the County. The DFI assigned to the WCDA will be funded, in part, by revenues generated by this Agreement.

3.2. Subject to the limitations in Exhibit B for Subscribers, Subscribers agree to pay a subscription price based on a pro-rata share by population of the personnel costs associated with the employment of a Digital Forensics Investigator (DFI), to include an annual training budget in the amount of \$10,000, within net 30 days of receipt of the invoice from WCDA for each year of the Agreement as set forth in Exhibit B. Subscribers must provide six (6) months advanced notice prior to becoming a non-subscribing user of DFL services. If non-subscriber status is declared in writing to the contract administrator within 10 days of execution of this agreement, the six (6) month advanced notice under this section is waived. A non-subscribing user of WCDFL services may become a subscriber without advanced notice and will be billed by WCDA for a prorated amount of the subscription price for the remainder of the year.

3.3 Subscribers and non-subscribers agree to pay for WCDFL services at the rates specified in Exhibit B.

3.4 Washington County Sheriff's Office will be responsible for the annual subscription price for their contract cities.

3.5 Washington County Community Corrections will pay a subscription price based upon a rolling average of the percentage of devices submitted to the WCDFL beginning with 2019. The amount will be reviewed annually and adjusted based on use.

3.6 If insufficient subscription revenues are generated to fund the personnel costs associated with the DFI, the remaining shortage shall be applied from the WCDA's budget. If the budget shortage is 50% or greater of the cost of 1.0 FTE DFI, WCDA reserves the right to terminate this agreement and/or reduce services. Jurisdictions not utilizing the subscription can use the DFL services on a fee basis. Fees collected may be used to help cover any shortages.

4. COMPLIANCE WITH APPLICABLE LAWS.

Each party shall comply with all applicable federal, state, and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or handicap. In addition, each party agrees to comply with all local, state, and federal ordinances, statutes, laws, and regulations that are applicable to the services provided under this Agreement.

5. RECITALS.

The recitals above are incorporated herein as if fully set forth.

6. INDEPENDENT CONTRACTOR.

Each party is an independent contractor with regard to each other party and agrees that the performing party has no control over the work or the manner in which any work under this Agreement is performed. The DFI is not an agent or employee of any non-county party. No party is an agent or employee of any other. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

7. TERMINATION.

7.1. Termination for convenience. Subject to any limitations in Exhibit B regarding repayment of funds, this Agreement may be terminated, with or without cause and at any time, by a party by providing 180 days written notice of intent to the other party.

7.2. Termination for cause. Any party may terminate this Agreement, in whole or in part, immediately upon notice, or at such later date as may be established in such a notice, to the remaining parties upon the occurrence of the following events: One party commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Agreement, fails to perform the work or services under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work or services as to endanger the performance under this Agreement in accordance with its terms. Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

8. CHANGES.

Modifications to this Agreement are valid only if made in writing and signed by all parties.

9. INDEMNIFICATION.

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, 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. The WCDA includes its Board of Commissioners, the individual members thereof, and its officers, agents, employees, volunteers, and representatives. The Subscribers include their respective Board of Commissioners, City Councils, the individual members thereof, and their officers, agents, and employees, volunteers, and representatives.

10. ACTION, SUITS OR CLAIMS.

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 claims or litigation in any way related to this Agreement.

11. INSURANCE.

Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

12. NO THIRD-PARTY BENEFICIARIES.

Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise, to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

13. REMEDIES, NON-WAIVER.

The remedies provided under this Agreement shall not be exclusive. The parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

14. OREGON LAW, DISPUTE RESOLUTION AND FORUM.

This Agreement shall be construed according to the laws of the State of Oregon. The parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the parties are unable to resolve any dispute within fourteen (14) calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

15. ASSIGNMENT.

No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other party or parties.

16. SEVERABILITY/SURVIVAL OF TERMS.

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

17. FORCE MAJEURE.

In addition to the specific provisions of this Agreement, the performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.

18. INTERPRETATION OF AGREEMENT.

This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

19. INTEGRATION.

This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject.

20. OTHER NECESSARY ACTS.

The Parties shall execute and deliver to each other any and all further instruments and documents as may be reasonably necessary to carry out this Agreement.

21. NOTICE.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, electronic mailing, or mailing with postage prepaid to WCDA, the WCSO, the WCCC or the Subscriber and Non-Subscriber Jurisdictions at the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after

mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

For the Beaverton Police Department

Contract Administrator Name, Title: Stacy Jepson, Chief of Police
Address, District, State, and ZIP Code: 6125 SW Hall Blvd., Beaverton, OR 97008
Telephone: 503-526-2261
Email: sjepson@beavertonoregon.gov

For the Forest Grove Police Department

Contract Administrator Name, Title: David Marzilli, Chief of Police
Address, District, State, and ZIP Code: 2102 Pacific Ave, Forest Grove, OR 97116
Telephone: (503) 992-3213
Email: dmarzilli@forestgrove-or.gov

For the Hillsboro Police Department

Contract Administrator Name, Title: Jim Coleman, Chief of Police
Address, District, State, and ZIP Code: 250 SE 10th Ave, Hillsboro, OR 97123
Telephone: (503) 681-6190
Email: Jim.Coleman@hillsboro-oregon.gov

For the King City Police Department

Contract Administrator Name, Title: Ernest Happala, Chief of Police
Address, District, State, and ZIP Code: 15300 SW 116th Ave, King City, OR 97224
Telephone: (503) 620-8851
Email: ehappala@ci.king-city.or.us

For the Sherwood Police Department

Contract Administrator Name, Title: Ty Hanlon, Chief of Police
Address, District, State, and ZIP Code: 20495 SW Borchers Dr, Sherwood, OR 97140
Telephone: (503) 625-5523
Email: hanlont@SherwoodOregon.gov

For the Tigard Police Department

Contract Administrator Name, Title: James McDonald, Chief of Police
Address, District, State, and ZIP Code: 13125 SW Hall Blvd, Tigard, OR 97223
Telephone: (503) 718-2570
Email: james.mcdonald@tigard-or.gov

For the Tualatin Police Department

Contract Administrator Name, Title: Greg Pickering, Chief of Police
Address, District, State, and ZIP Code: 8650 SW Tualatin Rd, Tualatin, OR 97062
Telephone: (503) 691-4800
Email: gpickering@tualatin.gov

For the Washington County District Attorney's Office

Contract Administrator Name, Title: Jessica King, Administrative Manager
Address, District, State, and ZIP Code: 150 N First Ave MS 40, Hillsboro, OR 97124
Telephone: (503) 846-3423
Email: jessica_king@washingtoncountyor.gov

For the Washington County Sheriff's Office

Contract Administrator Name, Title: Dane Jacobson, Administrative Manager
Address, District, State and ZIP Code: 215 SW Adams Ave MS 32, Hillsboro, OR 97224
Telephone: (503) 846-2530
Email: dane_jacobson@washingtoncountyor.gov

For the Washington County Community Corrections Office

Contract Administrator Name, Title: Ankitkumar Bhavsar, Administrative Manager
Address, District, State and ZIP Code: 150 N First Ave MS 46, Hillsboro, OR 97124
Telephone: 503-846-3456
Email: ankit_bhavsar@washingtoncountyor.gov

23. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. All of the aforementioned is hereby agreed upon by the parties and executed by the duly authorized representatives of the parties signing on the next page.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

BEAVERTON POLICE DEPARTMENT

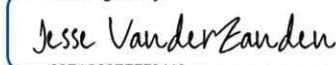
Signed by:

82F50AA0619F45D...
Elizabeth Coffey

Date: 6/22/2026 | 11:09 PDT

Title: Interim City Manager
Address: 12725 SW Millikan Way, Beaverton, OR 97005

FOREST GROVE POLICE DEPARTMENT

DocuSigned by:

23E1G26EFF73412...
Jesse VanderZanden

6/22/2026 | 07:38 PDT

Title: City Manager

Address: 1924 Council St., Forest Grove, OR 97116

HILLSBORO POLICE DEPARTMENT

Date:


Robby Hammond

Title: City Manager

Address: 150 E Main St. Hillsboro, OR. 97123

KING CITY POLICE DEPARTMENT

Date:


Ernest Happala

Title: Chief of Police

Address: 15300 SW 116th Avenue, King City, Oregon 97224

SHERWOOD POLICE DEPARTMENT

Date:

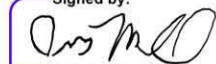

Craig Sheldon

Title: City Manager

Address: 22560 SW Pine St. Sherwood, OR 97140

TIGARD POLICE DEPARTMENT

Date: 6/14/2026 | 06:59 PDT

Signed by:

62A7D27D47DD46D...
James McDonald

Title: Chief of Police

Address: 13125 SW Hall Boulevard, Tigard, OR 97223

TUALATIN POLICE DEPARTMENT

Date:

Sherilyn Lombos

Title City Manager

Address: 18880 SW Martinazzi Ave, Tualatin, OR 97062

WASHINGTON COUNTY

Date: 6/11/2026 | 16:30 PDT

DocuSigned by:

Erin Calvert

7CE70623E43642D...

Erin Calvert

Title: Deputy County Administrator

Address: 155 N First Avenue, Hillsboro, Suite 300, Oregon 97124

EXHIBIT A

(SCOPE OF WORK)

The scope of work includes all digital forensics services available through the Washington County Digital Forensics Laboratory including digital device examination, forensic extraction of data, review of extracted data, forensic report generation, production of raw data and search warrant compliant data for entry into evidence, consultation regarding digital evidence handling and preservation, after-hours digital forensic services, and digital forensic field service.

EXHIBIT B

(FUNDING/FINANCE DETAILS)

Subscription Basis

Subscribers will receive all services outlined in Exhibit A on an unlimited basis. Funding calculation is based on a pro-rata share by population of the employment cost of a Digital Forensic Investigator (DFI) plus \$10,000 in annual training costs.

- Population per the Portland State University Certified Estimate as of July 1 posted on December 15
- DFI costs per Washington County pay plan, top of the range
- Cost will increase each July 1 by the cost of living adjustment (COLA) approved by the County each June.
- Position costing estimates may be based on the Consumer Price Index – West Region (CPI-W) annual average posted by January 15
- Upcoming fiscal year (July - June) amounts will be known by January 31
- \$10,000 annual training cost is a fixed, annual cost added to the DFI employment cost calculation described in this section.

Payment to be made annually by July 31 to Washington County District Attorney's Office (WCDA).

- WCDA will send invoices annually on July 10 or within 10 working days of the effective date of the Intergovernmental Agreement (IGA) for the fiscal year beginning on July 1 of the year the invoice is sent.
- Payment for the 2026-2027 fiscal year shall be due within 30 days of the final ratification of this Agreement by the parties.
- Failure to make payment within the timelines specified in this section by a Subscriber may result in that Subscriber converting to a Fee Basis jurisdiction at the discretion of WCDA, and any work for that entity will be billed at the rates specified for Fee Basis jurisdictions.

- The WCDA has sole discretion regarding acceptance of late payments and may accept payment at a later date.
- If a Subscriber is converted to a Fee Basis jurisdiction it will lose unlimited access to services.

In-County Fee Basis

Non-Subscriber Jurisdictions are able to use the WCDFL services on a fee basis.

- \$165 per hour for machine time (no human interaction required)
- \$280 per hour for examiner & machine time (any examiner interaction)
- Fees will be charged in 15-minute increments

Non-Subscriber Jurisdictions will be able to use after hour services under the following terms.

- Any services involving travel time will include that time in the billable hours;
- After-hours services may be provided at the discretion of the WCDA for major incidents including, Homicide, Measure 11 crimes, Officer-involved shootings or other cases authorized by the WCDA.
- Priority processing may be provided at the sole discretion of WCDA

Funding calculation is based on the cost of the machine and software licensing as well as the personnel costs as described in the subscription section.

- The cost will increase each July 1 by the annual cost of living adjustment (COLA) approved by the County each June.
- For estimating position costing the COLA will be based on the Consumer Price Index – West Region (CPI-W) annual average posted by January 15

Payment to be made within 30 days of invoice date to WCDA.

- WCDA will send invoices monthly within 10 working days of month-end.
- The WCDA has sole discretion regarding acceptance of late payments and may accept payment at a later date.

Out-of-County Work

At the discretion of the WCDA, the DFL services may be provided to outside county work on a case-by-case basis. The fee for that work may be waived at the discretion of the WCDA but will otherwise be billed at the same rate and subject to the same terms as the In-County Fee Basis outlined in this exhibit.

County Agency Payment Terms

WCSO will pay the annual subscription price for their contract cities to the WCDA.

WCCC will pay a subscription price based upon a rolling average of the percentage of devices submitted to the WCDFL beginning with 2019. The amount will be reviewed annually and adjusted based on use.

TO: Sherwood City Council

FROM: Ryan Adams, City Attorney

SUBJECT: Ordinance 2026-004, Amending Sherwood Municipal Code, Chapter 1.10 Public Contracting Rules

ISSUE:

Should the City Council adopt an ordinance updating its procurement code (SMC 1.10)?

BACKGROUND:

Sherwood has its own procurement code in accordance with Oregon law. The code was last updated in May 2023. Because of changing purchase thresholds in Oregon law and regulatory requirements under the Americans with Disabilities Act, an update may be prudent in effort to enhance administrative efficiency and reduce liability.

If adopted, the amendments would raise small procurements to \$25,000 (from \$10,000) and intermediate procurements to \$250,000 (from \$150,000) in accordance with updated state statutes. The amendment would also authorize the City Manager to execute contracts in the small and intermediate procurement class without prior approval by City Council.

Recently, the federal government has updated certain Americans with Disabilities act requirements. The amendment to the code would add a section 1.10.101. This new section would shift ADA compliance requirements to contractors and help insulate the City from liability.

Finally, the amendment would remove an annual staff contract training requirement that is provided by the City Attorney. The training would remain in the code, but would be provided by the City Attorney at the request of the City Manager.

FINANCIAL IMPACTS:

There are no significant financial impacts of the adoption of this ordinance other than the cost of codification.

RECOMMENDATION:

Staff respectfully recommends City Council hold a public hearing and consider adoption of Ordinance 2026-004, Amending the Sherwood Municipal Code, Chapter 1.10 Public Contracting Rules. A second reading is presently scheduled for August 4, 2026.



ORDINANCE 2026-004

AMENDING THE SHERWOOD MUNICIPAL CODE, CHAPTER 1.10 PUBLIC CONTRACTING RULES

WHEREAS, ORS 279A.065 allows cities to adopt their own procurement codes; and

WHEREAS, The City has formally adopted its own procurement code; and

WHEREAS, The procurement code is in need of an update in order to more closely align with the purchasing thresholds in state statute and to require any contractor doing business with the City to comply with the Americans with Disabilities Act, as amended.

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

Section 1. Sherwood Municipal Code Chapter 1.10, et. seq, is amended as set forth in the attached Exhibit A.

Section 2. Staff is directed to take all necessary and reasonable steps to promulgate the amendments in the attached Exhibit A.

Section 3. This Ordinance is and shall be effective 30 days after its adoption by the City Council.

Duly passed by the City Council on this 4th day of August, 2026.

Tim Rosener, Mayor

Date

Attest:

Sylvia Murphy, MMC, City Recorder

	<u>AYE</u>	<u>NAY</u>
Giles	_____	_____
Scott	_____	_____
Mays	_____	_____
Standke	_____	_____
Brouse	_____	_____
Young	_____	_____
Rosener	_____	_____

Chapter 1.10 PUBLIC CONTRACTING RULES

1.10.010 Introduction

- A. Purpose of Purchasing Policy. This code is adopted by the Sherwood city council as the governing body of the city to establish the rules and procedures for contracts entered into and purchases made by the City of Sherwood, Oregon. It is the policy of the city in adopting this code to utilize public contracting and purchasing practices and methods that maximize the efficient use of city resources and the purchasing power of city funds by:
1. Promoting impartial and open competition;
 2. Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
 3. Taking full advantage of evolving procurement methods that suit the purchasing needs of the city as they emerge within various industries.
- B. Interpretation of Purchasing Policy. Except as specifically provided in this code, public contracts and purchases shall be awarded, administered and governed according to ORS chapters 279A, 279B and 279C (the "Public Contracting Code") and the attorney general's Model Public Contract Rules ("model rules"), as they now exist.
1. In furtherance of the purposes of the objective set forth above in subsection A, this code be interpreted to authorize the full use of all contracting and purchasing powers described in ORS chapters 279A, 279B and 279C.
 2. The model rules adopted under ORS 279A.065 shall apply to the contracts and purchases of the city to the extent they do not conflict with this code and the rules and regulations adopted by the city.
 3. In the event of a conflict between any provisions of this code and the model rules, the provisions of this code shall prevail.
- C. Specific Provisions' Precedence over General Provisions. In the event of a conflict between the provisions of this code, the more specific provision shall take precedence over the more general provision.
- D. Conflict with Federal Statutes and Regulations. Except as otherwise expressly provided in ORS chapters 279A, 279B and/or 279C, applicable federal statutes and regulations govern when federal funds are involved.

1.10.020 Definitions.

Unless a different definition is specifically provided herein, or context clearly requires otherwise, the following terms have the meanings set forth herein. Additionally, any term defined in the singular includes the meaning of the plural, and vice versa.

- A. "Administering agency." The contracting agency that solicited and established the original contract in a cooperative procurement for goods, services, personal services, professional services or public improvements.

-
- B. "Affected person/offeree." A person whose ability to participate in a procurement is adversely impaired by a city decision.
 - C. "Architectural, engineering and land surveying services." Professional services performed by an architect, engineer or land surveyor and includes architectural, engineering or land surveying services, separately or any combination thereof, as appropriate within the context of a section of this model.
 - D. "Award." The decision to enter into a contract or purchase order with a specific offeror.
 - E. "Bid." A response to an invitation to bid.
 - F. "Bidder." A person who submits a bid in response to an invitation to bid.
 - G. "Business with which a city employee is associated." Any business in which a city employee is a director, officer, owner or employee, or any corporation in which a city employee owns or has owned ten percent or more of any class of stock at any point in the preceding calendar year.
 - H. "City." The City of Sherwood, Oregon, a municipal corporation and a contracting and purchasing agency.
 - I. "City manager." The person appointed by the city council to the position of city manager, or, as the context or situation requires, the city manager's designee.
 - J. "Closing." The date and time announced in a solicitation document as the deadline for submitting bids or offers.
 - K. "Contract." See Public Contract.
 - L. "Contractor." The person who enters into a contract with the city.
 - M. "Contract price." As the context requires:
 - 1. The maximum payment that the city will make under a contract if the contractor fully performs under the contract, including bonuses, incentives and contingency amounts;
 - 2. The maximum not-to-exceed payment specified in the contract; or
 - 3. The unit prices set forth in the contract.
 - N. "Contracting agency." A public body authorized by law to conduct a procurement.
 - O. "Cooperative procurement." A procurement conducted by, or on behalf of, one or more contracting agencies.
 - P. "Days." Calendar days.
 - Q. "Department." Includes the following departments of the city:
 - a. Community development;
 - b. Community services;
 - c. Finance;
 - d. Office of the city attorney;

-
- e. Public works;
 - f. Police.
- R. "Department director." An employee of the city that is the senior employee of a department of the city and member of the senior leadership team, or any other city employee designated, in writing, by the city manager.
- S. "Emergency." Involves circumstances that:
- 1. Could not have been reasonably foreseen;
 - 2. Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
 - 3. Require prompt execution of a contract or amendment in order to remedy the condition.
- T. "Findings." The justification for a conclusion. If the justification relates to a public improvement contract, findings may be based on information that includes, but is not limited to:
- 1. Operational, budget and financial data;
 - 2. Public benefits;
 - 3. Value engineering;
 - 4. Specialized expertise;
 - 5. Market conditions;
 - 6. Technical complexity; and
 - 7. Funding sources.
- U. "Goods and/or services." Supplies, equipment, materials and services, other than personal services, and any personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto. The term includes combinations of any of the items identified in the definition.
- V. "Grant." An agreement under which:
- 1. The city receives moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;
 - a. The assistance received by the city is from a grantor for the purpose of supporting or stimulating a program or activity of the city; and
 - b. No substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions; or
 - 2. The city provides moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation,

-
- loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;
- a. The assistance is given to the recipient for the purpose of supporting or stimulating a program or activity of the recipient; and
 - b. No substantial involvement by the city is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions.
- W. "Immediate family member." An employee's: spouse, and parents thereof; children, and spouses thereof; parents, and spouses thereof; siblings, and spouses thereof; grandparents and grandchildren, and spouses thereof; and domestic partner, and parents thereof.
- X. "Offer." A bid, proposal, quote or other response to a solicitation document.
- Y. "Offeror." A person who submits an offer.
- Z. "Opening." The date, time and place announced in the solicitation document for the public opening of written sealed offers.
- AA. "Original contract." The initial contract or price agreement solicited and awarded during a cooperative procurement by an administering agency.
- BB. "Purchasing agency." An agency that procures goods or services, personal services, or public improvements from a contractor based on the original contract established by an administering agency in a cooperative procurement.
- CC. "Person." An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public body, public corporation or other legal or commercial entity, and any other person or entity with legal capacity to contract.
- DD. "Personal services." Services, other than professional services, that require specialized skill, knowledge and resources in the application of technical or scientific expertise or in the exercise of professional, artistic or management discretion or judgment.
1. Qualifications and performance history, expertise and creativity, and the ability to exercise sound professional judgment are typically the primary considerations when selecting a personal services contractor, with price being secondary.
 2. Personal services contracts include, but are not limited to, the following classes of contracts:
 - a. Contracts for services performed in a professional capacity, including but not limited to, services of an accountant, attorney, auditor, court reporter, information technology consultant, physician or broadcaster;
 - b. Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the city is or may become interested;

-
- c. Contracts for services as an artist in the performing or fine arts, including any person identified as a photographer, film maker, actor, director, painter, weaver or sculptor;
 - d. Contracts for services that are specialized, creative or research-oriented; and/or
 - e. Contracts for services as a consultant.
- EE. "Price agreement." A contract for the procurement of goods or services at a set price which has:
- 1. No guarantee of a minimum or maximum purchase; or
 - 2. An initial order or minimum purchase combined with a continuing contractor obligation to provide goods or services with no guarantee of any minimum or maximum additional purchase.
- FF. "Procurement." The act of purchasing, leasing, renting or otherwise acquiring goods or services, personal services or professional services. It includes each function and procedure undertaken or required to be undertaken to enter into a contract, administer a contract and obtain the performance of a contract for goods or services, personal services or professional services.
- GG. "Professional services." Architectural, engineering, land surveying, photogrammetric, transportation planning or related services, or any combination of these services, provided by a consultant.
- HH. "Proposal." A response to a request for proposals.
- II. "Proposer." A person that submits a proposal in response to a request for proposals.
- JJ. "Provider." As the context requires, a supplier of goods or services, personal services, or professional services.
- KK. "Public contract." A sale or other disposal, or a purchase, lease, rental or other acquisition, by the city of personal property, goods or services, including personal services, professional services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. It does not include grants.
- LL. "Public contracting." Procurement activities relating to obtaining, modifying or administering contracts or price agreements.
- MM. "Public improvement." A project for construction, reconstruction or major renovation on real property, by or for the city. It does not include projects for which no funds of the city are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or emergency work, minor alteration, or ordinary repair or maintenance necessary to preserve a public improvement.
- NN. "Public improvement contract." A contract for a public improvement. This does not include a contract for emergency work, minor alterations, or ordinary repair or maintenance necessary to maintain a public improvement.

-
- OO. "Recycled product." All materials, goods and supplies, not less than fifty (50) percent of the total weight of which consists of secondary and post-consumer waste with not less than ten percent of its total weight consisting of post-consumer waste. It includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form.
- PP. "Related services." Personal services, other than architectural, engineering and land survey services, that are related to the planning, design, engineering or oversight of public improvement projects or components thereof, including but not limited to:
1. Landscape architectural services;
 2. Facilities planning services;
 3. Energy planning services;
 4. Space planning services;
 5. Environmental impact studies;
 6. Hazardous substances or hazardous waste or toxic substances testing services;
 7. Wetland delineation studies;
 8. Wetland mitigation services;
 9. Native American studies;
 10. Historical research services;
 11. Endangered species studies;
 12. Rare plant studies;
 13. Biological services;
 14. Archaeological services;
 15. Cost estimating services;
 16. Appraising services;
 17. Material testing services;
 18. Mechanical system balancing services;
 19. Commissioning services;
 20. Project management services;
 21. Construction management services and owner's representatives service; and/or
 22. Land use planning services.
- QQ. "Request for proposals." A solicitation document used for soliciting proposals.
- RR. "Request for qualifications." A written document issued by the city describing particular services to which potential contractors respond with a description of their experience and qualifications that results in a list of potential contractors who are

qualified to perform those services, but which is not intended to create a contract between a potential contractor on the list and the city.

- SS. "Revenue generating agreements." Contracts or agreements for services that generate revenue and that are typically awarded to the offeror proposing the most advantageous or highest monetary return.
- TT. "Scope." The range and attributes of the goods or services described in a procurement document.
- UU. "Signed or signature." Any mark, word or symbol attached to or logically associated with a document and executed or adopted by a person with the authority and intent to be bound.
- VV. "Solicitation." As the context requires:
1. A request for the purpose of soliciting offers, including an invitation for bid, a request for proposal, a request for quotation, a request for qualifications, or other similar documents;
 2. The process of notifying prospective offerors of a request for offers; and/or
 3. The solicitation document.
- WW. "Work." The furnishing of all materials, equipment, labor and incidentals necessary to successfully complete any individual item in a contract and successful completion of all duties and obligations imposed by the contract.
- XX. "Written or in writing." Conventional paper documents, whether handwritten, typewritten or printed, in contrast to spoken words, including electronic transmissions or facsimile documents when required by applicable law or permitted by a solicitation document or contract.

1.10.030. Authority.

- A. City Council as Local Contract Review Board. The city council is designated as the local contract review board of the city and has all the rights, powers and authority necessary to carry out the provisions of this code, the public contracting code, and/or the model rules.
- B. Application of Attorney General's Model Rules of Procedure. Pursuant to ORS 279A.065(6), the city has elected to establish its own policy for public contracting and purchasing. Except as provided herein, the model rules do not apply to the city.
- C. Inapplicability of Code. This code does not apply to the following:
1. Contracts or agreement to which the public contracting code does not apply;
 2. Contracts, intergovernmental and interstate agreements entered into pursuant to ORS chapter 190;
 3. Grants;
 4. Acquisitions or disposals of real property or interests in real property;
 5. Procurements from an Oregon Corrections Enterprise program;

6. Contracts, agreements or other documents entered into, issued or established in connection with:
 - a. The incurring of debt, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;
 - b. The making of program loans and similar extensions or advance of funds, aid or assistance by the city to a public or private person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law other than for the construction of public works or public improvements;
 - c. The investment of funds by the city as authorized by law; or
 - d. Banking, money management or other predominantly financial transactions that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the city manager.
 7. Contracts for employee benefit plans;
 8. Contracts with newspapers and other publications for the placement of advertisements or public notices;
 9. Contracts for items where the price is regulated and available from a single source or limited number of sources;
 10. Insurance contracts;
 11. Revenue-generating agreements;
 12. Federal agreements where applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or this Code, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Code or this Code.
- D. Authority of City Manager. Nothing in this section prevents the passage of a resolution increasing the purchasing authority of the city manager. In absence of such resolution, the city manager is authorized to:
1. Award contracts and amendments without specific authorization by the city council whenever the contract amount is two hundred fifty thousand (\$250,000.00) or less, the proposed expenditure is included in the current fiscal year budget, and the proposed expenditure aligns with city council goals as may be amended from time to time.
 2. Execute contracts and amendments with specific authorization by the city council whenever the contract or amendment amount is greater than two hundred fifty thousand (\$250,000.00) and the proposed expenditure is included in the current fiscal year budget.
 3. As the purchasing agent for the city, the city manager is authorized to:
 - a. Advertise for bids or proposals without specific authorization from the city council, when the proposed purchase is included within the current fiscal year budget.

Deleted: one

Deleted: 150

Deleted: one

Deleted: 150

- b. Advertise for bids or proposals when the proposed purchase is not included within the current fiscal year budget after the city council approves the proposed budget transfer.
 - c. Purchase goods, services and/or property without specific authorization by the city council whenever the amount is two hundred fifty thousand (\$250,000.00) or less and the proposed expenditures are included in the current fiscal year budget.
 - d. Purchase goods, services and/or property with specific authorization by the city council whenever the amount is greater than two hundred fifty thousand (\$250,000.00) and the proposed expenditure is included in the current fiscal year budget.
 - e. Purchases of any goods or services in excess of seven thousand five hundred (\$7,500.00) from city employees require authorization of the city manager.
 - f. Department directors are authorized to make expenditures of up to fifty thousand dollars (\$50,000.00) without approval of the city manager so long as this code, and any other applicable law, is followed.
 - g. Departments shall communicate purchase requirements to the city manager and plan sufficiently in advance so that orders can be placed in economical quantities.
4. Delegate, in writing, the signature authority described in the above subsection 2 and the purchasing powers described in the above subsection 3. In the absence of a written delegation to the contrary, and in the absence of the city manager, the signature authority described in the above subsection 2 and the purchasing powers described in the above subsection 3 are delegated in order as follows:
- a. Assistant city manager;
 - b. Public works director;
 - c. Finance director;
 - d. Community services director;
 - e. Police chief;
 - f. City attorney.
5. Adopt forms, procedures, computer software, and administrative rules for all city purchases regardless of the amount.
- a. When adopting the forms, procedures, computer software, and/or administrative rules, the city manager shall establish practices and policies that:
 - i. Do not encourage favoritism or substantially diminish competition; and
 - ii. Allow the city to take advantage of the cost-saving benefits of alternative contracting methods and practices;
 - b. The city shall use these forms, procedures, computer software and administrative rules unless they conflict with the code.

Deleted: one

Deleted: 150

Deleted: one

Deleted: 150

-
- E. **Favorable Terms.** Contracts and purchases shall be negotiated on the most favorable terms in accordance with this code, other adopted ordinances, state and federal laws, policies and procedures.
 - F. **Unauthorized Contracts or Purchases.** Public contracts entered into or purchases made as authorized herein shall be voidable at the sole discretion of the city.
 - 1. The city may take appropriate action in response to execution of contracts or purchases made contrary to this provision.
 - 2. Such actions include, but are not limited to, providing educational guidance, imposing disciplinary measures, termination of employment, and/or holding individuals personally liable for such contracts or purchases.
 - G. **Purchasing from City Employees or Employees' Immediate Family Prohibited.** No contract shall be entered into with or purchase made from any city employee or employee's immediate family member, or any business with which the employee is associated, unless:
 - 1. The contract or purchase is expressly authorized and approved by the city council; or
 - 2. The need for the contract or purchase occurs during a state of emergency, and the city manager finds, in writing, that the acquisition from the employee, employee's immediate family member or business with which the employee is associated is the most expeditious means to eliminate the threat to public health, safety and welfare.

1.10.040. Preferences.

- A. **Discretionary Local Preference.** If the solicitation is in writing, the city manager may provide a specified percentage preference of not more than ten percent for goods fabricated or processed entirely in Oregon or services performed entirely in Oregon.
 - 1. When a preference is provided under this subsection, and more than one offeror qualifies for the preference, the city manager may give further preference to a qualifying offeror that resides in or is headquartered in Oregon.
 - 2. The city manager may establish a preference percentage of ten percent or higher if the city manager makes a written determination that good cause exists to establish the higher percentage, explains the reasons, and provides evidence of good cause.
 - 3. The preference described in this subsection cannot be applied to a contract for emergency work, minor alterations, and ordinary repairs or maintenance of public improvements.
- B. **Mandatory Tie Breaker Preference.** If offers are identical in price, fitness, availability and the quality is identical, and the city desires to award the contract, the preferences provided in ORS 279A.120 shall be applied prior to the contract award.
- C. **Reciprocal Preference.** Reciprocal preferences must be given when evaluating bids, if applicable under ORS 279A.120.
- D. **Preference for Recycled Materials and Supplies.** Preferences for recycled goods shall be given when comparing goods, if applicable under ORS 279A.125. The city manager shall adopt standards to determine if goods are manufactured from recycled materials.

1.10.050. General provisions.

- A. Public Notice. Unless otherwise specifically provided by this code, any notice required to be published by this code may be published using any method the city manager deems appropriate, including but not limited to, mailing notice to persons that have requested notice in writing, placing notice on the city's website, or publishing in statewide trade or local publications.
- B. Procedure for Competitive Verbal Quotes and Proposals. Where allowed by this code, solicitations by competitive verbal quotes and proposals shall be based on a description of the quantity of goods or services to be provided, and may be solicited and received any reasonable method of communication if authorized by the city manager.
 - 1. A good faith effort shall be made to contact at least three potential providers.
 - 2. If three potential providers are not reasonably available, fewer will suffice, provided the reasons three potential providers are not reasonably available is documented, in writing, as part of the procurement file.
- C. Procedure for Informal Written Solicitation. Where allowed by this code, informal written solicitations shall be made by a solicitation document sent to not less than three prospective providers.
 - 1. The solicitation document shall request competitive price quotes or competitive proposals, and include:
 - a. The date, time and place that price quotes or proposals are due;
 - b. A description or quantity of the good or service required;
 - c. Any statement of period for which price quotes or proposals must remain firm, irrevocable, valid and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;
 - d. Any required contract terms or conditions; and
 - e. Any required bid form or proposed format.
 - 2. Price quotes or proposals shall be received by the city manager at the date, time and place established in the solicitation document.
 - a. The city manager, or their designee, shall keep a written record of the sources of the quotes or proposals.
 - b. If three quotes or proposals are not reasonably available, fewer shall suffice, but the city manager, or their designee, shall make a written record of the effort made to obtain quotes or proposals as part of the procurement file.
- D. Procurement Methods for Professional Services and Public Improvements. The city shall apply the public contracting code and the model rules when procuring professional services and public improvements and processing protests thereof.
- E. Training. At ~~the request of the City Manager~~, the office of the city attorney shall arrange and provide training on procurement law, policies, and best practices.

Deleted: least once per year

- F. Procurement Management. The city, and each department thereof, shall maintain a list of its active contracts, and shall include within such list, the amount of the contract, and the date of expiration thereof. A payment to any contractor that exceeds the lesser of fifteen (15) percent or fifty thousand dollars (\$50,000.00) of the previously agreed upon contract amount, shall require the approval of the city manager and city attorney. Nothing in this section shall be construed to allow a contract of more than ~~two~~ hundred fifty thousand dollars (~~\$250,000.00~~) to be executed without council approval.
- G. Retroactive Approval. Retroactive approval of a contract means the award or execution of a contract where work was commenced without final award or execution. The city manager may make a retroactive approval of a contract only if the responsible employee submits a copy of the proposed contract to the city manager, along with a written request for contract retroactive approval, that contains:
1. An explanation of the reason work was commenced before the contract was finally awarded or executed;
 2. A description of steps being taken to prevent similar occurrences in the future;
 3. Evidence that, but for the failure to finally award or execute the contract, the employee complied with all other steps required to properly select a contractor and negotiate the contract; and
 4. A proposed form of contract.

(Ord. No. 2023-004, § 1, 5-16-2023)

1.10.060. Source selection methods for goods or services, other than personal or professional services.

- A. Small Procurements. Contracts for or purchases of goods or services with a contract price of ~~twenty five~~ thousand dollars (~~\$25,000.00~~) or less are small procurements.
1. Purchases less than ~~twenty five~~ thousand dollars (~~\$25,000.00~~). The city manager may use any procurement method the city manager deems practical or convenient, including direct negotiation or award, for small procurements of goods or services with a contract price of less than ~~twenty five~~ thousand dollars (~~\$25,000.00~~).
 2. Negotiations. The city manager may negotiate with an offeror to clarify competitive verbal quotes or proposals or informal written proposals, or to make modifications that will make the quote or proposal acceptable or more advantageous to the city.
 3. Award. If a contract is awarded, the award shall be made to the offeror whose verbal quote or proposal the city manager determines will best serve the interests of the city, taking into account price as well as any other relevant considerations, including but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery, and contractor responsibility.
 4. Amendments. Small procurement contracts may be amended if the cumulative amendments do not increase the total contract price to more than twenty-five (25) percent of the original contract price.

Deleted: one

Deleted: 150

Deleted: ten

Deleted: 10

Deleted: ten

Deleted: 10

Deleted: ten

Deleted: 10

5. Public Notice. No public notice of small procurements is required.

B. Intermediate Procurements. Contracts for goods or services with a contract price greater than ~~twenty five~~ thousand dollars (\$~~25~~,000.00) and less than or equal to ~~two~~ hundred fifty thousand dollars (\$~~250~~,000.00) are intermediate procurements.

1. Intermediate procurements shall be by informal written solicitation.
2. Negotiations. The city manager may negotiate with an offeror to clarify an informal written solicitation, or to make modifications that will make the quote, proposal or solicitation acceptable or more advantageous to the city.
3. Award. If a contract is awarded, the award shall be made to the offeror whose competitive verbal quote or proposal or informal written solicitation the city manager determines will best serve the interests of the city, taking into account price or any other relevant considerations, including but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery and contractor responsibility.
4. Amendments. Intermediate procurement contracts may be amended if the cumulative amendments do not increase the total contract price by more than twenty-five (25) percent of the original contract price.

C. Large Procurements. Contracts for goods or services with a contract price greater than ~~two~~ hundred fifty thousand dollars (\$~~250~~,000.00) are large procurements.

1. The city manager may use competitive sealed bidding as set forth in ORS 279B.055, or competitive sealed proposals as set forth in ORS 279B.060.
2. When using either competitive sealed bidding or competitive sealed proposals, the city manager shall follow the applicable procedures set out in the model rules.
3. The city shall apply the applicable procedure set out in the model rules for processing protests of large procurements.

(Ord. No. 2023-004, § 1, 5-16-2023)

1.10.070. Personal services contracts.

A. Classification of Services as Personal Services. In addition to the classes of personal services contracts identified in the definition of personal services contracts, the city manager may classify additional specific types of services as personal services. In determining whether a service is a personal service, the city manager shall consider:

1. Whether the work requires specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment;
2. Whether the city intends to rely on the contractor's specialized skills, knowledge and expertise to accomplish the work; and
3. Whether selecting a contractor primarily on the basis of qualifications, rather than price, would most likely meet the city's needs and result in obtaining satisfactory contract performance and optimal value.

Deleted: ten

Deleted: 10

Deleted: one

Deleted: 1

Deleted: one

Deleted: 150

-
4. A service shall not be classified as personal services for the purposes of this code if:
 - a. The work has traditionally been performed by contractors selected primarily on the basis of price; or
 - b. The services do not require specialized skills, knowledge and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.
 - B. Requests for Qualifications. At the city manager's discretion, a request for qualifications may be used to determine whether competition exists to perform the needed personal services or to establish a non-binding list of qualified contractors for individual negotiation, informal written solicitations or requests for proposals.
 1. A request for qualifications shall describe the particular type of personal services that will be sought, the qualifications the contractor must have to be considered, and the evaluation factors and their relative importance.
 2. A request for qualifications may require information including, but not limited to:
 - a. The contractor's particular capability to perform the required personal services;
 - b. The number of experienced personnel available to perform the required personal services;
 - c. The specific qualifications and experience of personnel;
 - d. A list of similar personal services the contractor has completed;
 - e. References concerning past performance; and
 - f. Any other information necessary to evaluate the contractor's qualifications.
 3. A voluntary or mandatory qualifications pre-submission meeting may be held for all interested contractors to discuss the proposed personal services. The request for qualifications shall include the date, time and location of the meeting.
 4. Unless the responses to a request for qualifications establish that competition does not exist, the request for qualifications is canceled, or all responses to the request for qualifications are rejected, and all respondents who meet the qualifications set forth in the request for qualifications shall receive notice of any required personal services and have an opportunity to submit a proposal in response to request for proposals.
 - C. Direct Negotiations. Personal services may be procured through direct negotiations if:
 1. The contract price does not exceed seventy-five thousand dollars (\$75,000.00) and the work is within a budgetary appropriation or approved by the city council; or
 2. The confidential personal services, including special counsel, or professional or expert witnesses or consultants, are necessary to assist with pending or threatened litigation or other legal matters in which the city may have an interest; or
 3. The nature of the personal service is not project-driven but requires an ongoing, long-term relationship of knowledge and trust.
 4. Amendments. Personal services contracts procured by direct negotiation pursuant to this section may be amended, provided the amendment is within the scope of the

original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five (25) percent over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

5. Public Notice. No public notice of personal services contracts procured by direct negotiations is required.

- D. Informal Written Solicitations. An informal written solicitation process may be used for personal services when the contract price is less than ~~two~~ hundred fifty thousand dollars (\$~~250,000.00~~).

1. An informal written solicitation shall solicit proposals from at least three qualified providers. If the city manager determines three qualified providers are not reasonably available, fewer shall suffice if the reasons three providers are not reasonably available are documented in the procurement file.
2. The solicitation document shall include:
 - a. The date, time and place that proposals are due;
 - b. A description of personal services sought, or the project to be undertaken;
 - c. Any statement of the time period for which proposals must remain firm, irrevocable, valid and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;
 - d. Any required contract terms or conditions; and
 - e. Any required bid form or proposal format.
3. Selection and ranking of proposals may be based on the following criteria:
 - a. Particular capability to perform the personal services required;
 - b. Experienced staff available to perform the personal services required, including the proposer's recent, current and projected workloads;
 - c. Performance history;
 - d. Approach and philosophy used in providing personal services;
 - e. Fees or costs;
 - f. Geographic proximity to the project or the area where the services are to be performed; and
 - g. Such other factors deemed appropriate, including a desire to ensure an equitable distribution of work among highly qualified contractors.
4. The city manager shall maintain written documentation of the solicitation, including solicitation attempts, responses, and provider names and addresses in the procurement file.
5. Amendments. Personal services contracts procured by informal written solicitations pursuant to this section may be amended, provided the amendment is within the scope

Deleted: one

Deleted: 150

of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five (25) percent over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

6. Public Notice. No public notice of personal services contracts procured by informal written solicitations pursuant to this section is required.
7. The selection procedures described in this section may be waived by the contracting agency where 1) an emergency exists that could not have been reasonably foreseen and requires such prompt execution of a contract to remedy the situation that there is not sufficient time to permit utilization of the selection procedures, 2) selection is from a list of providers with similar qualifications in which selection is determined based upon a regularly scheduled pre-qualification process, not to exceed three years, or 3) a change in contractor to do follow-up work would clearly result in increased costs or increased time.

- E. Requests for Proposals. A request for proposals shall be used to procure personal services when the contract price is ~~two~~ hundred fifty thousand dollars (\$~~250,000.00~~) or more or the complexity of the project requires the use of a formal competitive process to determine whether a particular proposal is most advantageous to the city.

- I. Request for Proposal. The request for proposal shall include:

- a. Notice of any pre-offer conference, including:
 - i. The time, date and location;
 - ii. Whether attendance at the pre-offer conference is mandatory or voluntary; and
 - iii. A provision that statements made by representatives of the city at the pre-offer conference are not binding unless confirmed by written addendum.
- b. The form and instructions for submission of proposals, including the location where proposals must be submitted, the date and time by which proposals must be received and any other special information, e.g., whether proposals may be submitted by electronic means;
- c. The name and title of the person designated for the receipt of proposals and the person designated as the contact person for the procurement, if different;
- d. A date, time and place that pre-qualification applications, if any, must be filed and the classes of work, if any, for which proposers must be pre-qualified;
- e. A statement that the city may cancel the procurement or reject any or all proposals;
- f. The date, time and place of opening;
- g. The office where the request for proposals may be reviewed;
- h. A description of the personal services to be procured;
- i. The evaluation criteria;

Deleted: one

Deleted: 150

- j. The anticipated schedule, deadlines, evaluation process and protest process;
 - k. The form and amount of any proposal security deemed reasonable and prudent by the city manager to protect the city's interests;
 - l. A description of the manner in which proposals will be evaluated, including the relative importance of price and other evaluation factors used to rate the proposals;
 - m. If more than one tier of competitive evaluation will be used, a description of the process under which the proposals will be evaluated in the subsequent tiers;
 - n. If contracts will be awarded to more than one personal services contractor, an identification of the manner in which the city will determine the number of contracts to be awarded, or that the manner will be left to the city's discretion at time of award;
 - o. If contracts will be awarded to more than one personal services contractor, the criteria to be used to choose from the multiple contracts when acquiring personal services shall be identified;
 - p. All required contract terms and conditions, including the statutorily required provisions in ORS 279B.220, 279B.230 and 279B.235; and
 - q. Any terms and conditions authorized for negotiation.
2. Public Notice. The city manager shall provide public notice of a request for proposals for personal services.
- a. Public notice shall be given not less than twenty-one (21) days prior to closing for the request for proposals, unless the city manager determines that a shorter interval is in the public's interest, or a shorter interval will not substantially affect competition.
 - b. The city manager shall document the specific reasons for the shorter public notice period in the procurement file.
3. Amendments. Personal services contracts procured by requests for proposals pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five (25) percent over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

1.10.080. Alternative source selection methods for goods or services and personal services.

- A. Sole-Source Procurements. A contract may be awarded as a sole-source procurement without competition pursuant to this section.
- l. Determination of Sole Source. Before a sole-source contract may be awarded, the city manager shall make written findings that the goods or services, personal services or professional services are available from only one source, based on one or more of the following criteria:

-
- a. The efficient use of existing goods or services, personal services or professional services requires the acquisition of compatible goods or services, personal services or professional services that are available from only one source;
 - b. The goods or services, personal services or professional services are available from only one source and required for the exchange of software or data with other public or private agencies;
 - c. The goods or services, personal services or professional services are available from only one source, and are needed for use in a pilot or an experimental project; or
 - d. Other facts or circumstances exist that support the conclusion that the goods or services, personal services or professional services are available from only one source.
2. Negotiations. To the extent reasonably practical, contract terms advantageous to the city shall be negotiated with the sole source provider.
 3. Notice. The city manager, or designee, shall post notice of any determination that the sole source selection method will be used on the city's website not less than five days prior to the date a sole source contract will be awarded. The notice shall describe the goods or services, personal services or professional services to be procured, identify the prospective contractor and include the date and time when, and place where, protests of the use of a sole source selection method must be filed.
- B. Special Procurements. In its capacity as contract review board for the city, the city council, upon its own initiative or upon request of the city manager, may create special selection, evaluation and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section.
1. Basis for Approval. The approval of a special solicitation method or exemption from competition must be based upon a record before the city council that contains the following:
 - a. The nature of the contract or class of contracts for which the special solicitation or exemption is requested;
 - b. The estimated contract price or cost of the project, if relevant;
 - c. Findings to support the substantial cost savings, enhancement in quality or performance, or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;
 - d. Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations;
 - e. A description of the proposed alternative contracting methods to be employed; and
 - f. The estimated date by which it would be necessary to let the contract(s).

2. In making a determination regarding a special selection method, the city council may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.
3. Hearing. The city shall approve the special solicitation or exemption after a public hearing before the city council.
 - a. At the public hearing, the city shall offer an opportunity for any interested party to appear and present comment.
 - b. The city council shall consider the findings and may approve the exemption as proposed or as modified by the city council after providing an opportunity for public comment.
- C. Contracts. Subject to award at the city manager's discretion, the following classes of contracts may be awarded in any manner that the city manager deems appropriate to the city's needs, including by direct appointment or purchase. Except where otherwise provided, the city manager shall make a record of the method of award.
 1. Amendments. Contract amendments shall not be considered to be separate contracts if made in accordance with the Code.
 2. Architectural. Procurement of architectural, engineering, photogrammetric mapping, transportation planning, and land surveying services, and/or related services less than or equal to fifty thousand dollars (\$50,000.00) subject to approval by the community development director, and up to ~~two~~ hundred fifty thousand dollars (~~\$250,000.00~~) subject to approval of the city manager.
 3. Copyrighted Materials; Library Materials. Contracts for the acquisition of materials entitled to copyright, including but not limited to, works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.
 4. Equipment Repair. Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.
 5. Government-Regulated Items. Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority. Price regulated items and/or under established price agreements, gasoline, diesel fuel, heating oil, lubricants and asphalt, investment contracts, insurance contracts, office copier purchases, sole source contracts, and oil or hazardous material removal.
 6. Non-Owned Property. Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the city.
 7. Software and Computer Equipment. Contracts for the purchase of computer equipment and software, which may be by requests for quotations, the solicitation of which may be by advertisement or oral requests for offers.
 8. Specialty Goods for Resale. Contracts for the purchase of specialty goods by the city for resale to consumers.

Deleted: one

Deleted: 1

-
9. Sponsorship Agreements. Sponsorship agreements, under which the city receives a gift or donation in exchange for recognition of the donor.
 10. Structures. Contracts for the disposal of structures or signs located on city- owned property.
 11. Renewals. Contracts that are being renewed in accordance with their terms, or within six months thereof, are not considered to be newly issued contracts and are not subject to competitive procurement procedures.
 12. Temporary Extensions or Renewals. Contracts for a single period of one year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements.
 13. Temporary Use of City-Owned Property. The city may negotiate and enter into a license, permit or other contract for the temporary use of city-owned property without using a competitive selection process if:
 - a. The contract results from an unsolicited proposal to the city based on the unique attributes of the property or the unique needs of the proposer;
 - b. The proposed use of the property is consistent with the city's use of the property and the public interest; and
 - c. The city reserves the right to terminate the contract without penalty, in the event that the city determines that the contract is no longer consistent with the city's present or planned use of the property or the public interest.
 14. Used Property. The city manager may contract for the purchase of used property by negotiation if such property is suitable for the city's needs and can be purchased for a lower cost than substantially similar new property.
 - a. For this purpose, the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the city.
 - b. The city manager shall record the findings that support the purchase.
 15. Utilities. Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.
 16. Conference/Meeting Room Contracts. Contracts entered into for meeting room rental, hotel rooms, food and beverage, and incidental costs related to conferences and city-sponsored workshops and trainings.
- D. Emergency Procurements. When the city manager determines that immediate execution of a contract within the city manager's authority is necessary to prevent substantial damage or injury to persons or property, the city manager may execute the contract without competitive selection and award or city council approval, but, where time permits, competitive quotes should be sought from at least three providers.
1. When the city manager enters into an emergency contract, the city manager shall, as soon as possible in light of the emergency circumstances, document the nature of the emergency, the method used for selection of the particular contractor, and the reason why the selection method was deemed in the best interest of the city and the public.

-
2. The city manager shall also notify the city council of the facts and circumstances surrounding the emergency execution of the contract.
- E. Cooperative Procurement Contracts. Cooperative procurements may be made without competitive solicitation as provided in the public contracting code.

1.10.090. Surplus property.

- A. General Methods. Surplus property may be disposed of by any of the following methods upon a determination by the city manager that the method of disposal is in the best interest of the city. Factors that may be considered by the city manager include costs of sale, administrative costs, and public benefits to the city.
1. Governments. Without competition, by transfer or sale to another government department or public agency.
 2. Auction. By publicly advertised auction to the highest bidder.
 3. Bids. By publicly advertised invitation to bid.
 4. Liquidation Sale. By liquidation sale using a commercially recognized third-party liquidator selected in accordance with this code for the award of personal services contracts.
 5. Fixed Price Sale. The city manager may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.
 6. Trade-In. By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.
 7. Donation. By donation to any organization operating within or providing a service to residents of the state of Oregon, which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- B. Disposal of Property with Minimal Value. Surplus property which has a value of less than five hundred dollars (\$500.00), or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste. The employee making the disposal shall make a record of the value of the item and the manner of disposal.
- C. Personal-Use Items. An item (or indivisible set) of specialized and personal use with a current value of less than five hundred dollars (\$500.00) may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by the city manager.
- D. Restriction on Sale to City Employees. Unless subject to an open and public bid process, City employees shall not compete, as members of the public, for the purchase of publicly sold surplus property.

-
- E. Conveyance to Purchaser. Upon the consummation of a sale of surplus personal property, the city shall make, execute and deliver a bill of sale or similar instrument signed on behalf of the city, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser. All property sold pursuant to this section shall be sold as-is without any warranty, either express or implied, of any kind, including but not limited to warranties of title or fitness for any purpose.

1.10.100. Protest and appeal procedures.

- A. Appeal of Debarment or Prequalification Decision.
1. Right to Hearing. Any person who has been debarred from competing for the city's contracts or for whom prequalification has been denied, revoked or revised may appeal the city's decision to the city council as provided in this section.
 2. Filing of Appeal. The person shall file a written notice of appeal with the city manager within five business days after the prospective contractor's receipt of notice of the determination of debarment or denial of prequalification.
 3. Notification of City Council. Immediately upon receipt of such notice of appeal, the city manager shall notify the city council of the appeal.
 4. Hearing. The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:
 - a. Promptly upon receipt of notice of appeal, the city shall notify the appellant of the date, time and place of the hearing;
 - b. The city council shall conduct the hearing and decide the appeal within thirty (30) days after receiving notice of the appeal from the city manager; and
 - c. At the hearing, the city council shall reconsider, without regard to the underlying decision giving rise to the appeal, the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.
 5. Decision. The city council shall set forth in writing the reasons for the decision.
 6. Costs. The city council may allocate its costs for the hearing between the appellant and the city.
 - a. The allocation shall be based upon facts found by the city council and stated in the city council's decision that, in the city council's opinion, warrant such allocation of costs.
 - b. If the city council does not allocate costs, the costs shall be paid by the appellant if the decision is upheld, or by the city if the decision is overturned.
 - c. Judicial Review. The decision of the city council may be reviewed only upon a petition in the circuit court of Washington County filed within fifteen (15) days after the date of the city council's decision. The appeal must be filed in accordance with all applicable state laws and trial court procedures.

-
- B. Protests and Judicial Review of Special Procurements. An affected person may protest the request for approval of a special procurement as provided in this section.
1. Delivery; Late Protests. An affected person shall deliver a written protest to the city manager within seven days after the first date of public notice of a proposed special procurement, unless a different period is provided in the public notice.
 - a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
 - b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.
 2. Content of Protest. The written protest shall include:
 - a. Identification of the requested special procurement;
 - b. A detailed statement of the legal and factual grounds for the protest;
 - c. Evidence or documentation supporting the grounds on which the protest is based;
 - d. A description of the resulting harm to the affected person; and
 - e. The relief requested.
 3. Additional Information. The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate, by giving such persons written notice of the time and manner whereby any response shall be delivered.
 4. City Response. The city manager, or their designee, shall issue a written disposition of the protest in a timely manner.
 - a. If the city manager upholds the protest, in whole or in part, the city manager may, in the city manager's sole discretion, implement the protest in the approval of the special procurement, deny the request for approval of the special procurement, or revoke any approval of the special procurement.
 - b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.
 5. Judicial Review. An affected person may not seek judicial review of a denial of a request for a special procurement.
 - a. Before seeking judicial review of the approval of a special procurement, an affected person shall exhaust all administrative remedies.
 - b. Judicial review shall be in accordance with ORS 279B.400.
- C. Protests and Judicial Review of Sole-Source Procurements. An affected person may protest the determination that goods or services or a class of goods or services are available from only one source as provided in this section.
1. Delivery; Late Protests. An affected person shall deliver a written protest to the city manager within seven days after the first date of public notice of a proposed sole source procurement is placed on the city's website, unless a different period is provided in the public notice.

-
- a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
 - b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.
 2. Content of Protest. The written protest shall include:
 - a. A detailed statement of the legal and factual grounds for the protest;
 - b. Evidence or documentation supporting the grounds on which the protest is based;
 - c. A description of the resulting harm to the affected person; and
 - d. The relief requested.
 3. Additional Information. The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.
 4. City Manager Response. The city manager shall issue a written disposition of the protest in a timely manner.
 - a. If the city manager upholds the protest, in whole or in part, the proposed sole-source contract shall not be awarded.
 - b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.
 5. Judicial Review. An affected person may not seek judicial review of an election not to make a sole-source procurement.
 - a. Before seeking judicial review of the approval of a sole-source procurement, an affected person shall exhaust all administrative remedies.
 - b. Judicial review shall be in accordance with ORS 279B.400.
 - D. Protests and Judicial Review of Personal Services Procurements. An affected person may protest the procurement of a personal services contract as provided in this section.
 1. Delivery. Unless otherwise specified in the solicitation document, the protest shall be in writing and delivered to the city manager.
 - a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
 - b. Protests of the procurement of a specific contract as a personal services contract shall be made prior to closing.
 - c. Protests to the award or an intent to award a personal services contract shall be made within seven days after issuance of the intent to award, or if no notice of intent to award is given, within forty-eight (48) hours after award.
 - d. Protests submitted after the timeframe established under this subsection are untimely and shall not be considered.
 2. Contents of Protest. The written protest shall:

-
- a. Specify all legal or factual grounds for the protest as follows:
 - i. A person may protest the solicitation on the grounds that the contract is not a personal services contract or was otherwise in violation of this code or applicable law. The protest shall identify the specific provision of this code or applicable law that was violated.
 - ii. A person may protest award or intent to award for the reason that:
 - All proposals ranked higher than the affected persons are nonresponsive;
 - The city failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation document;
 - The city abused its discretion in rejecting the affected person's proposal as nonresponsive; or
 - The evaluation of proposals or the subsequent determination of award is otherwise in violation of this code or applicable law.
 - iii. The protest shall identify the specific provision of this code or applicable law that was violated by the city's evaluation or award;
 - b. Include evidence or supporting documentation that supports the grounds on which the protest is based;
 - c. A description of the resulting harm to the affected person; and
 - d. The relief requested.
3. Additional Information. The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.
 4. City Manager Response. The city manager shall issue a written disposition of the protest in a timely manner.
 - a. If the city manager upholds the protest, in whole or in part, the proposed personal services contract procurement shall be cancelled, or the contract shall not be awarded, as the case may be.
 - b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.
 5. Judicial Review. Before seeking judicial review, an affected person shall exhaust all administrative remedies. Judicial review shall be in accordance with ORS 279B.420.
- E. Protests of Cooperative Procurements. Protests of the cooperative procurement process, contents of a solicitation document, or award may be filed with the city only if the city is the administering agency and under the applicable procedure described herein.

1.10.101. Compliance with Americans with Disabilities Acts and applicable Oregon requirements.

1. Any Contractor doing business with the City shall be solely responsible for ensuring that all work, services, facilities, goods, deliverables, websites, web content, mobile applications, and digital products provided or developed under the contract fully comply with the Americans with Disabilities Act of 1990 (ADA), as amended (including Title II), all current and updated federal regulations and standards, and any applicable Oregon requirements.
2. This obligation specifically includes, without limitation:
 - A. Compliance with the Web Content Accessibility Guidelines (or any successor standard adopted under applicable law) for all web content and mobile applications;
 - B. The 2010 ADA Standards for Accessible Design for physical elements; and
 - C. Ongoing maintenance, testing, and remediation as necessary to maintain accessibility.
3. The Contractor shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from any claims, damages, liabilities, costs, or expenses (including reasonable attorney fees) arising from the Contractor's failure to comply with these requirements. The City's review, approval, acceptance, or use of any plans, specifications, websites, content, or work product does not relieve the Contractor of this responsibility or shift liability to the City.

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 2 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Deleted: (Ord. No. 2023-004, § 1, 5-16-2023)*