

## **RESOLUTION NO. 1791**

### **A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE UNIVERSITY OF OREGON COMMUNITY PLANNING WORKSHOP FOR THE CITY'S PARKS PLAN UPDATE**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. Troutdale's current Parks, Recreation and Greenways Plan was adopted in 1995 and is need of consulting services to update the Plan.
2. The Community Planning Workshop is a program within the Department of Planning, Public Policy and Management at the University of Oregon. CPW provides students the opportunity to address planning and public policy problems for clients throughout Oregon.
3. Because CPW is associated with the University of Oregon, which is an agency of the State, an intergovernmental agreement (IGA) rather than a personal services contract must be executed.
4. Money from the City's Parks Improvement Fund have already been allocated for the plan update; therefore, the City certifies that sufficient funds are available and authorized for expenditure to finance costs of the agreement.
5. Entering into an intergovernmental agreement will mutually benefit both parties.

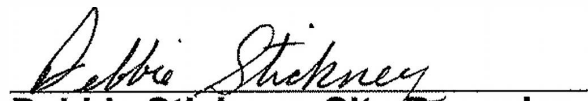
#### **NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE**

- Section 1. The mayor is authorized to sign the attached Intergovernmental Agreement on behalf of the City.
- Section 2. The mayor is authorized to sign any addendums to this Intergovernmental Agreement that may arise during the course of the project.
- Section 3. This resolution shall take effect immediately upon adoption.

**YEAS: 7**  
**NAYS: 0**  
**ABSTAINED: 0**

  
Paul Thalhofer, Mayor

January 11, 2006  
Date

  
Debbie Stickney, City Recorder  
Adopted: January 10, 2006

## INTERGOVERNMENTAL AGREEMENT

This agreement, entered into under the provisions of ORS Chapter 190, is by and between the City of Troutdale, hereafter known as the "CLIENT", and the State of Oregon acting by and through Oregon State Board of Higher Education on behalf of the University of Oregon, hereinafter referred to as "UNIVERSITY", for the Community Planning Workshop (CPW).

### 1. STATEMENT OF SERVICE

The cooperative services requested by the CLIENT and provided by the UNIVERSITY are under the management and with the guidance of the UNIVERSITY. Services to be provided to the CLIENT by the UNIVERSITY are identified in ATTACHMENT A of this agreement.

### 2. PERIOD OF AGREEMENT

This agreement shall be effective when signed by both parties and shall terminate on **July 31<sup>st</sup>, 2006**. Periodic adjustments to this contract may be made throughout the project period when agreed upon in writing by both the CLIENT and UNIVERSITY. Expenditures as of November 1, 2005 are allowable.

### 3. CONSIDERATION

The CLIENT agrees to pay the UNIVERSITY the maximum sum of **\$25,000** for the services performed and the materials provided in accordance with the budget in ATTACHMENT A. Billings will be invoiced to the CLIENT by the UNIVERSITY. CLIENT shall make payments to UNIVERSITY according to the following schedule:

Tasks	Approximate Date	Amount
Tasks 1 - 3	March 2006	\$8,000
Tasks 4 - 6	May 2006	\$4,000
Tasks 7 - 8	June 2006	\$13,000

### 4. FUNDS AVAILABLE AND AUTHORIZED

The CLIENT certifies at the time of signing this agreement that sufficient funds are available or will be available and authorized for expenditure to finance costs of this agreement within its current appropriation or limitation.

The CLIENT shall give the UNIVERSITY written notice of any changes in funding availability within thirty (30) calendar days. If funding availability changes, this agreement shall automatically terminate without penalty provided, such termination shall not constitute an event of default under any other provisions of this agreement, but the CLIENT shall be obligated to pay all expenses incurred for work in progress and completed.

### 5. AMENDMENTS

This agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except in writing and signed by both the CLIENT and the UNIVERSITY.

### 6. TERMINATION

This agreement may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person to the business contact listed in 12 below. Upon receipt of such notification, the UNIVERSITY must not make further

commitments under the agreement and must take all reasonable actions to cancel outstanding obligations. The total cost of the agreement may then be renegotiated between UNIVERSITY and the CLIENT.

7. OWNERSHIP OF THE WORK PRODUCT:

All work product produced by UNIVERSITY under this Agreement shall be the property of UNIVERSITY. UNIVERSITY grants to CLIENT a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, any such work product.

All work product produced by CLIENT under this Agreement shall be the property of CLIENT. CLIENT grants to UNIVERSITY a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and otherwise use such work product for UNIVERSITY purposes.

For work product jointly produced under this Agreement, CLIENT and UNIVERSITY shall be joint owners and both shall be entitled to reproduce, publish or otherwise use, and to authorize others to use, such work product.

8. ACCESS TO RECORDS

The CLIENT, the Secretary of State's Office of the State of Oregon, and the Federal Government if funding for this agreement is from Federal sources, and their duly authorized representatives shall have access to the books, documents, papers, and records of the UNIVERSITY which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcripts.

9. NONDISCRIMINATION

The UNIVERSITY agrees to comply with all applicable federal, state, and local laws, and regulation on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

10. INSURANCE

The UNIVERSITY, as an agency of the State of Oregon, is self-insured and maintains adequate and appropriate types of insurance coverage in amounts no less than state law requires for workers compensation, comprehensive general liability covering both bodily injury and property damage, and automobile liability covering both bodily injury and property damage. Should CLIENT require that additional insurance coverage beyond State of Oregon levels be maintained throughout the term of this agreement, CLIENT agrees to reimburse UNIVERSITY for the additional cost as determined by the State Risk Management office.

The UNIVERSITY, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

11. WAIVER

The failure of the UNIVERSITY or the CLIENT to enforce any provision of this agreement shall not constitute a waiver by the UNIVERSITY or CLIENT of that or any other provision of this agreement.

12. NOTICE AND REPRESENTATIVES

Invoices and communications concerning the work to be performed under this agreement shall to sent to:

**CLIENT**

Rich Faith  
Community Development Director  
City of Troutdale  
104 SW Kibling Avenue  
Troutdale, Or 97060

**UNIVERSITY**

Robert Parker (technical contact)  
Community Planning Workshop  
1209 University of Oregon  
Eugene, Oregon 97403-1209  
Tel. (541) 346-3801

Lin Reilly  
Office of Research Services  
and Administration  
5219 University of Oregon  
Eugene, OR 97403-5219  
Tel. (541) 346-5131

Amendments or other changes to this agreement will not be effective unless signed by the UNIVERSITY, CLIENT Contracting Officers.

13. MERGER CLAUSE

THIS AGREEMENT, INCLUDING ATTACHMENT A, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CLIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

The signatures below indicate acceptance of the terms and conditions of this agreement.

**CITY OF TROUTDALE**

**UNIVERSITY OF OREGON**



Lin Reilly  
Assistant Director for Contracting,  
Office of Research Services and  
Administration

January 11, 2006  
Date

12/18/05  
Date

# ATTACHMENT A

## Proposed work program

CPW will engage a group of graduate student researchers under the direction of Robert Parker, CPW Director, and Bethany Johnson, Project Coordinator, to complete the following tasks:

### Task 1—Project Kick-Off

After execution of the contract, CPW will hold a kick-off meeting with City Staff and the Parks Advisory Committee. The purpose of this meeting is to familiarize the Committee with the scope of work and begin discussion of relevant local issues. CPW proposes to work closely with the Parks Advisory Committee throughout the project—having a minimum of three meetings with the Advisory Committee.

**Product(s):** Kick-Off meeting minutes  
**Schedule:** Fall 2005  
**Meetings:** 1 with City staff; 1 with Parks Advisory Committee (these meetings can occur on the same day)

### Task 2—Inventory existing parks and recreational facilities

The Parks Master Plan will include a comprehensive inventory of park and recreational sites and facilities within the Troutdale planning area. CPW will begin this process by reviewing the inventory in the current parks plan and meeting with City parks and public works staff. We will also conduct a field visit of all the parks as part of this task (the field visit could be combined with the Task 1 kick-off meeting). The inventory will include maps, photographs, and a description of all developed and undeveloped parklands owned by the City. The inventory will include any developed facilities that exist, as well as an evaluation of the condition of those facilities. CPW will coordinate closely with City maintenance staff in developing the condition evaluation.

CPW will also inventory other parks and recreation facilities available in Troutdale. Specifically, this will include facilities owned and maintained by the local School District, as well as any other state or federal agencies.

If GIS data are available, CPW will develop a map showing the location and classification of each City park, as well as a map depicting each park's service area.

CPW will conclude the inventory by conducting a level of service (LOS) analysis of existing park and recreation facilities. This evaluation will be used later in the project as the basis of the needs/standards analysis.

**Product:** Inventory of existing parks and recreational facilities  
**Schedule:** Weeks 1 - 4  
**Meetings:** Tour of parks with City staff

### **Task 3—Conduct needs analysis**

The park needs analysis consists of two parts: (1) determination of community park and recreation needs; and (2) developing level of service standards that can be adopted as targets to meet community needs.

CPW will base the needs analysis on guidelines from the National Recreation and Park Association (NRPA) and the Oregon Parks and Recreation Department. Recognizing that different communities have different needs, the NRPA and Oregon Parks and Recreation Department advocate a systems approach when determining park adequacy because this method places emphasis on locally identified needs and desires and not on trying to achieve a blanket standard that may or may not be responsive to community growth and desires.

A systems approach takes into account the real demand on a given day and is an assessment of common needs rather than a professional judgment made by an outside source. This systems approach to park planning is detailed in Park, Recreation Open Space and Greenway Guidelines published in 1995 by the NRPA. These guidelines are not to be considered rigid regulations but should provide a framework in which a community can assess what recreation areas and facilities exist, what the current level of service is, and what recreation areas and facilities will be needed as the population grows.

#### **Task 3.1. Household survey**

We will begin the needs assessment by conducting a mail survey of 1,200 randomly selected registered voters that live in the Troutdale UGB. CPW's experience with a wide range of survey projects has led us to develop a systematic approach to survey design and analysis. We believe that this approach provides the best chance for reliable results. CPW will complete the following tasks related to the mail survey:

##### **CONTENT DEVELOPMENT:**

We will develop survey questions based upon previous park needs surveys, conversations with City staff, and the Troutdale Parks Advisory Committee. Community Planning Workshop will expand upon those discussions, and develop questions and responses in the format most appropriate for the type of information to be gathered. The survey will include demographic questions to allow analysis of responses by demographic characteristics. The client will be given the opportunity to conduct a final review of the survey before it is distributed. The household survey will not exceed eight pages in length.

##### **DISTRIBUTION:**

CPW will distribute the household surveys by mail. Specifically, the team will distribute 1,200 surveys, which CPW feels is an adequate sample size given the project scope. For the general household sample, we will randomly select from voter registration records or a third party provide such as InfoUSA.

CPW will initiate survey distribution by mailing respondents a postcard indicating they will receive a survey. The mailings will consist of a cover letter that describes the nature and importance of the survey along with the confidential nature of the research, a copy of the survey, and a postage-paid return envelope. CPW will mail a second postcard reminding the people in the sample to return the survey.

##### **SURVEY ANALYSIS:**

We will tabulate and analyze survey responses using the Statistical Package for the Social Sciences (SPSS) computer program. SPSS allows for extensive statistical analysis and cross-tabulation of survey responses.

To supplement data from the survey, CPW will review demographic data from the 2000 Census, sports participation data from the National Sporting Goods Association's (NSGA) annual Sports Participation Survey for the state of Oregon, and other sources. The NSGA data provide participation and growth rates for more than 75 activities. The NSGA data also provide participation rates for certain activities for age and income groups. CPW will also review data from the Statewide Comprehensive Outdoor Recreation Plan as part of this task. The purpose of this step is to both build from regional data, but also to identify linkages between the state and local plans.

### **3.2. Community workshops**

CPW proposes to hold three community workshops: two with high school and/or middle school students; and one with residents of all ages. The intent of the community workshops is to gather input from residents about park system issues, concerns, and opportunities. The community and youth workshops will last approximately two hours.

CPW will use combine the technical data with public input to develop a detailed park and recreation needs assessment. Building from the inventory and needs assessment, CPW will develop a set of recommended level of service standards by park type.

**Product: Preliminary park needs assessment and maps**  
**Schedule: Weeks 2-12**  
**Meetings: 3 community workshops (1 all ages, 2 youth); one Parks Advisory Committee meeting**

### **Task 4—Develop capital improvement program**

After analyzing all previously gathered data and findings, CPW will work with City staff to develop a five-year detailed capital improvement program (CIP) and a 15-20 year general capital improvement plan. CPW will review the City's most recent CIP used to develop the current park SDCs and will modify it as necessary. The CIP will focus on specific park improvements, including site planning. CPW will develop cost estimates for each project identified in the CIP. CPW will also work with staff to prioritize park improvements.

In addition, CPW will develop costs for parks and open space land acquisition for the short-term (five years) and a long term (5-20 years). This analysis will identify general locations for each park classification. It will also identify opportunities for open space acquisition.

**Product: Draft capital improvement program**  
**Schedule: Weeks 12 - 16**  
**Meetings: One with Parks Advisory Committee**

### **Task 5— Prepare park conceptual plans**

Throughout the public involvement activities, CPW will assess community desire for Sunrise Park and Woodale Park. If the City decides that it wants to enhance these parks beyond their current condition, and their current improvement plans are found no longer valid, CPW will develop conceptual plans for Sunrise Park and for Woodale Park, CPW will prepare scaled conceptual renderings of each park based on input from city staff and the community. The conceptual renderings will show the location and types of improvements for each park; however, they will not be at the detail of construction and engineering drawings.

**Product:** Conceptual plans for 2 parks  
**Schedule:** Weeks 12 - 16  
**Meetings:** None

### **Task 6—Evaluate creation of a parkland dedication ordinance**

The City of Troutdale currently collects SDCs for parkland development and acquisition, and is interested in the implications of creating a parkland dedication ordinance to replace or supplement park SDCs. CPW will review other jurisdiction's dedication ordinances and will prepare a memorandum for the City describing the various options, the pros and cons of the creation of a parkland dedication ordinance, and the ramifications for the current park SDC program.

**Product:** Memo describing implications of adopting a parkland dedication ordinance  
**Schedule:** Weeks 14 - 18  
**Meetings:** none

### **Task 7—Research funding options**

Having a solid capital improvement program is meaningless without the financial capacity to implement it. CPW will identify the array of funding options available to the City for parks acquisition and development. This will include evaluation of federal, state, local, and private funding options together with the required parkland dedication if the City decides to develop this type of ordinance.

**Product:** Funding chapter of the plan  
**Schedule:** Weeks 16 - 20  
**Meetings:** None

### **Task 8—Prepare Parks Master Plan**

CPW will use information collected in Tasks 2 through 7 to prepare a draft parks master plan. CPW will submit the draft plan for staff review. After staff review, CPW will present the draft Parks Master Plan to the Parks Advisory Committee for their review and comment. CPW will be available to present the plan to the Troutdale Planning Commission and at the City Council adoption hearing. CPW will modify the draft plan to reflect changes from both the Planning Commission and the City Council in the final plan.

CPW will submit 15 copies of the final plan to the City. We will also provide a camera-ready copy of the final plan, and electronic copies of all documents, data, and maps produced during the project.

**Product:** Draft and final Park Master Plan  
**Schedule:** Weeks 18 - 24  
**Meetings:** 3; one with Parks Advisory Committee, the Planning Commission and the City Council. (A second meeting with the City Council may occur for an additional fee to be negotiated.)

## **Project Schedule**

Table 1 presents our proposed project schedule. We will begin work in Fall 2005 and complete the Parks Master Plan by June 30, 2006.

**Table 1**

**Proposed Schedule**

Task	Schedule
1. Project Kick-Off	Fall 2005
2. Inventory parks and recreation facilities	Weeks 1 - 4
3. Conduct needs analysis	Weeks 2- 12
4. Develop capital improvement program	Weeks 12 - 16
5. Prepare park conceptual plans	Weeks 12 - 17
6. Evaluate creation of parkland dedication ordinance	Weeks 14 - 18
7. Research funding options	Weeks 16 - 20
8. Prepare parks master plan	Weeks 18 - 24

# Budget

The above work and materials will be provided for a maximum fee of \$25,000, to be paid when the following tasks are completed and billed:

<b>Category</b>	<b>Amount</b>
<b>Labor</b>	
Task 1. Project Kick Off	800
Task 2. Inventory parks and recreation facilities	1,000
Task 3. Conduct needs analysis	
3.1 Community Survey	4,000
3.2 Community Workshops	2,000
Task 4. Develop capital improvement program	2,000
Task 5. Prepare park conceptual plans	1,500
Task 6. Evaluate creation of parkland dedication ordinance	1,000
Task 7. Research funding options	1,000
Task 8. Prepare parks master plan	2,000
<b>Subtotal</b>	<b>\$ 15,300</b>
<b>Direct</b>	
Printing	250
Postage	50
Travel	300
Phone	50
Survey costs (printing, postage, data entry)	3,000
<b>Subtotal</b>	<b>\$ 3,650</b>
University Overhead (@32%)	\$ 6,050
<b>Total</b>	<b>\$ 25,000</b>