



Resolution No. 2003-081

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH CLEAN WATER SERVICES TO RECEIVE FUNDING FOR STELLA OLSEN PARK NATURAL AREA RESTORATION.

WHEREAS, Chapter 8, Environmental Resources, of the City of Sherwood Zoning and Development Code states: the City of Sherwood will "...protect, preserve, and otherwise properly manage the City's natural and environmental resources for the benefit of the general public..."; and

WHEREAS, Stella Olsen Park is the hub of the City's greenway and park system and serves an important role for the community as it provides many opportunities for recreation, education, and special events; and

WHEREAS, Stella Olsen Park's prominent feature is Cedar Creek, approximately 90% of the park is located within its 100-year floodplain and most of the property has been left in a natural state; and

WHEREAS, Cedar Creek and Stella Olsen Park's natural areas are degraded, have experienced high levels of disturbance, and are currently being impacted by nonnative invasive species, Native Vegetation Loss, Lack of Tree Canopy and Streamside Vegetation, Poor Water Quality, and Human Impact; and

WHEREAS, ORS 190.003 - 190.110 encourages intergovernmental cooperation and authorizes local governments to delegate to each other authority to perform their respective functions as necessary; and

WHEREAS, Cedar Creek has been identified as a high priority watershed as part of the Healthy Streams Plan; and

WHEREAS, Clean Water Services has identified in its FY 2004-2007 Capital Improvement Program, a project on Cedar Creek to enhance the riparian conditions within Stella Olsen Park; and

WHEREAS, the District and the City have cooperatively developed the scope of work for this project

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. The Mayor or City Manager is authorized to enter into and sign the Intergovernmental Agreement Between Clean Water Services And The City Of

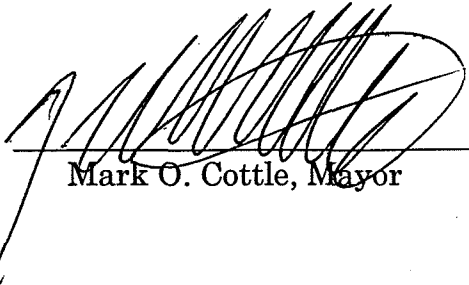
Sherwood For Cooperative Funding Of The Cedar Creek at Stella Olsen Park Enhancement Project (Exhibit A attached); and

Section 2. Instructs the City of Sherwood Natural Resource Specialist to coordinate, provide oversight, and carryout the tasks identified in the intergovernmental agreement and Exhibit A, Scope of Work; and

Section 3. Instructs City Staff to conduct an annual evaluation of the effectiveness of this agreement prior to the agreed to expiration date of June 30, 2004.

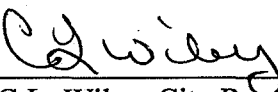
Section 4. This Resolution shall be effective upon its approval and adoption

Duly passed by the City Council this 14th day of October, 2003.



Mark O. Cottle, Mayor

ATTEST:



C.L. Wiley, City Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLEAN WATER SERVICES AND THE CITY OF SHERWOOD
FOR COOPERATIVE FUNDING OF THE
CEDAR CREEK-STELLA OLSEN PARK ENHANCEMENT PROJECT**

This agreement, dated _____, 2003, is made and entered into by the City of Sherwood (City), an Oregon municipality, and Clean Water Services (District), a county service district formed under ORS Chapter 451.

A. RECITALS:

WHEREAS, ORS 190.003 - 190.110 encourages intergovernmental cooperation and authorizes local governments to delegate to each other authority to perform their respective functions as necessary; and

WHEREAS, the District is responsible for managing the surface water system in the urban portions of the Tualatin River Basin and is subject to the Clean Water Act and the Endangered Species Act; and

WHEREAS, the District can leverage limited ratepayer dollars through partnerships with cities to enhance stream and wetland conditions; and

WHEREAS, the District has identified in its FY 2004-2007 Capital Improvement Program, a project on Cedar Creek to enhance the riparian conditions within Stella Olsen Park; and

WHEREAS, the District and the City have cooperatively developed the scope for such a project,

NOW, THEREFORE, it is agreed by and between the District and the City as follows:

B. THE PROJECT

The subject of this agreement is the Cedar Creek - Stella Olsen Park Enhancement Project (Project), of which Phase 1 is described in Exhibit A. Phase 2, involving maintenance, monitoring, and additional revegetation will be described in a subsequent amendment to this Agreement.

C. CITY OBLIGATIONS

1. The City shall complete the tasks described in Exhibit A, and provide the District with a copy of the results of the work.
2. The City shall develop a planting plan and map for the Project and submit them to District for review and approval.

3. The City shall promote the City/District partnership in all appropriate media activities surrounding the Project. The District name and logo will appear on all printed materials promoting events, including flyers, brochures, web site, purchased media, etc.
4. The City shall contribute a minimum of \$26,000 toward Phase 1 of the Project for staff and materials. This contribution shall be made up of \$12,000 of in-kind staff time and \$14,000 for materials.
5. The City shall keep a record of all expenditures under this Agreement and submit the record as requested by District.

D. DISTRICT OBLIGATIONS

The District shall support the enhancement activities in the following manner:

1. The District shall provide an initial cash contribution of \$40,000 to fund Phase 1 of the Project. These funds are to be expended as set forth in the budget in Exhibit A. This amount may only be modified by an amendment, as provided by Section E.4.
2. The District shall provide technical assistance as requested, and specialized mowing equipment in support of the Project. The District shall provide in-kind support to the City in the form of plant materials for the Project, tool and trailer use, and coordination support from District staff.
3. The District shall promote the City/District partnership and sponsorship in all appropriate media activities surrounding the project. The City name and logo will appear on all printed materials promoting the event, including flyers, brochures, web site, etc.

E. GENERAL TERMS

1. Project Schedule The Project will commence upon the effective date of this Agreement. Phase 1 of the Project will end upon the completion of all work as described in section B, and as approved by both parties. It is anticipated that Phase 2 of the Project will be completed by July 2006.
2. Dispute Resolution In the event of dispute between parties to this Agreement as to the Project work or any terms or conditions under this Agreement, the District and City project managers shall first attempt in good faith to negotiate to resolve the dispute. If the dispute is not resolved, the dispute will be submitted in writing to the District General Manager and the Sherwood City Manager for resolution.

3. Termination This Agreement may be terminated by mutual agreement of all the parties, or by either of the parties notifying the other in writing, with the termination being effective immediately. In the event of termination, any Project costs incurred to date, and any reasonable costs required to terminate the Project shall be paid. Upon termination, any unexpended funds shall be returned to the party that contributed the funds.
4. Amendments All amendments must be in writing and approved by the signatory authorized by the governing body of each party.
5. Integration This document constitutes the entire agreement between the parties and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind related to the Project. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving party's exercise of the right in the future.
6. Counterparts/Effective Date This Agreement may be signed in counterparts and becomes effective upon the date of the latest signature of the signatories authorized by the governing body of each party.
7. Indemnity/Hold Harmless Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the Parties shall indemnify and defend the other and its officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.

8. Discrimination Prohibited No person shall be denied or subjected to discrimination on the grounds of sex, race, color, creed, marital status, sexual orientation or national origin in receipt of any of the benefits of any services or activities made possible by or resulting from this Agreement.

CITY OF SHERWOOD, OREGON

CLEAN WATER SERVICES

By: _____

By: _____

Bill Gaffi, General Manager

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

City Attorney for Sherwood

CWS Counsel

Exhibit A
The City of Sherwood
Cedar Creek – Stella Olsen Park Work Plan

BACKGROUND

Cedar Creek has been identified as a high priority watershed as part of the Healthy Streams Plan. The proposed project will take place in and just upstream of Stella Olsen Park, which is owned by the City of Sherwood. The project shall increase the vegetated corridor widths, manage invasive non-native species, and increase canopy cover to meet the 90% canopy cover requirement of the temperature TMDL. The proposed project extent is outlined on Map 1.

SCOPE OF WORK

1. Determine the extent of revegetation within the developed sections of the park in coordination with Sherwood Parks (Parks). Define the revegetation areas clearly on a map that Parks approves, and place the map in the project file. Ensure that Parks maintenance is aware of and supports the revegetation activities. In determining the extent of revegetation, a minimum 50-foot buffer will be applied wherever practicable to ultimately achieve the 90% canopy cover criteria. The extent of revegetation is subject to the final approval of the District.
2. Identify the strategies and methods to be employed to remove invasive species from the corridor. Reed canarygrass will be managed only for the purpose of re-establishing trees and shrubs, and is not expected to be eradicated. Mowing, cutting and pulling are the preferred alternatives for removal in near-stream areas. Application of herbicides must follow the District's Integrated Vegetation Management Guidance and is subject to District's prior approval. Record the strategies and methods chosen for different species or for different areas in the project file.
3. Establish photo points of site conditions prior to invasive species management using a digital camera. Establish four to six representative locations in stream centerline to sample canopy cover with a densiometer. GPS or otherwise mark the locations of both the photo points and densiometer locations. Record the information in a monitoring spreadsheet with dates, times, and conditions, and keep in the project file.
4. Control invasive plants between October and November 2003 and repeat the following spring and summer as needed. Document the areas of control in the project file.
5. Revegetate site areas not meeting the minimum planting requirements from October to February, using appropriate native species (see plant list in District's Design and Construction standards, Appendix D). Protect the plantings from beaver, nutria, mice and other herbivore predation. Document the areas of revegetation and success rates for the project file.
6. Develop a watering strategy for those plants that will need watering. Work with Parks staff to ensure watering throughout the summer of 2004.

7. Track staff, contractor and volunteer time working on project and retain all copies of materials and supplies purchased in the project file.
8. Provide Clean Water Services with a copy of the project file at the completion of Phase 1.

TIMELINE

The Phase 1 of the project shall begin October 1, 2003 and be completed by June 30, 2004.

Phase 2 maintenance, monitoring, and additional revegetation is scheduled to continue until 2006.

BUDGET

City Staff time	\$ 5,000
Contracted Services (revegetation coordinator, crew labor)	\$ 20,000
Materials and Supplies (equipment, plant material, flyers)	\$15,000
TOTAL	\$40,000