

# AGENDA

**Thursday October 11, 2018 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2018-101

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. HOUSING AUTHORITY CONSENT AGENDA**

1. Approval of the Acquisition of Approximately 3.4 acres at 13907-13957 S. Holcomb Blvd., Oregon City, to Increase the Number of Affordable Housing Units to be Created Under the Clackamas Heights Redevelopment Plan

**II. CITIZEN COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

**III. PUBLIC HEARINGS** *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Resolution No. \_\_\_\_\_ Adopting Changed Fees for Clackamas County Community Corrections for Fiscal Year 2018-2019 (Nate Boderman, County Counsel)
2. Second Reading and Adoption of **Ordinance No. 08-2018** Amending Chapter 7.03 of the Clackamas County Code Relating to Gates within the Public Right-of-Way (Nate Boderman, County Counsel, Mike Bays, Department of Transportation & Development)  
*first reading was 9-27-18*

**IV. CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

**A. Health, Housing & Human Services**

1. Approval of an Intergovernmental Agreement DCHS-IGA-E-10145-2019 with Multnomah County Dept. of Human Services, Aging & Disability Services Division – *Social Services*
2. Approval of Sub-recipient Professional Services Agreement with Cascade AIDS Project for HIV Testing and Counseling Services – *Public Health*

**B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement for Right-of-Way Services with Oregon Department of Transportation for the Jennings Ave, OR 99E to Oatfield Rd. Project
2. Approval to Apply, and Letter of Support, for Safe Routes to Schools Infrastructure Grants for Sidewalk and Crossing Improvements
3. Approval of an Intergovernmental Agreement with Metro to Implement the FY 18-19 Annual Waste Reduction and Recycle at Work Program
4. Approval of a Contract with GroundWater Solutions Inc. dba GSI Water Solutions for Peer Review of Hydrogeological Reports - *Procurement*

**C. Finance Department**

1. Resolution No. \_\_\_\_\_ for Clackamas County Supplemental Budget (Less than 10%) for Fiscal Year 2018-2019
2. Resolution No. \_\_\_\_\_ for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2018-2019
3. Resolution No. \_\_\_\_\_ for Clackamas County for Transfer of Appropriations for Fiscal Year 2018-2019

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*

**E. Community Corrections**

1. Approval of Grant Award 2018-AR-BX-K023 with the US Department of Justice to Establish Alternatives to Incarceration for Individuals with Opioid Use Disorders

**F. Business & Community Services**

1. Approval of an Amendment to Schedule B of the Existing Intergovernmental Agreement between Clackamas County Business & Community Services and Northwest Economic Research Center at Portland State University
2. Approval of a Local Government Grant LG18-007 Metzler Park Campground Restroom Replacement from the Oregon Parks and Recreation Department
3. Approval of an Information Sharing Agreement Regarding the Local Workforce System and Approval of Resolution No. \_\_\_\_\_ Appointing Clackamas County Commission Chair as Chief Elected Official for purposes of the Workforce Innovation and Opportunity Act

**G. Technology Services**

1. Approval of an Intergovernmental Agreement with Washington County for the Provisioning of Data Transport and Fiber Resources

**H Public & Government Affairs**

1. Board Order No. \_\_\_\_\_ for Extension of the Cable Television Franchise with Comcast of Oregon II, Comcast of Tualatin Valley, Inc. and Comcast of Illinois/Ohio/Oregon, LLC
2. Board Order No. \_\_\_\_\_ for an Extension of the Cable Television Franchise with Canby Telephone Association (dba Canby Telcom)

**V. WATER ENVIRONMENT SERVICES**

1. Approval of a Joint Funding Agreement between Water Environment Services and the US Geological Survey for Johnson Creek Monitoring
2. Approval of a Joint Funding Agreement between Water Environment Services and the US Geological Survey for Tualatin River Monitoring

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>**

October 11, 2018

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval of the Acquisition of approximately 3.4 acres at 13907-13957 S. Holcomb Blvd., Oregon City, Oregon to increase the number of Affordable Housing Units to be created under the Clackamas Heights Redevelopment Plan

<b>Purpose/Outcomes</b>	Approval of an Option to Purchase Real Property by Housing Authority of Clackamas County (HACC) from Beaver Creek Enterprises, LLC, Steven and Brenda Morrow for the Clackamas Heights Redevelopment Project
<b>Dollar Amount and Fiscal Impact</b>	\$2,650,000. No County General Funds
<b>Funding Source</b>	U.S. Department of Housing and Urban Development Section 108 Loan Funds
<b>Duration</b>	N/A
<b>Previous Board Action</b>	On August 7, 2018, during an Executive Session, the Board of Commissioners of the Housing Authority of Clackamas County approved placing the Letter of Intent on the September 18th HACC Board Agenda which has been rescheduled for October 11, 2018
<b>Strategic Plan Alignment</b>	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, a separate municipal corporation requests approval to execute an Option Agreement (Option) to purchase property owned by Steven Morrow, Brenda Morrow, and Beaver Creek Enterprises, LLC.

Steven and Brenda Morrow individually and on behalf of Beaver Creek Enterprises, LLC (“Owner”) agreed to sign the Option with HACC along with the associated documents referenced in the Option. In addition, the Owner understands HACC may condemn the Property if they do not agree to sell it.

The property located at 13907-13957 S. Holcomb Blvd, Oregon City is approximately 3.40 acres (“Property”). Current uses on the land include a Grocery and Gas station known as “Steve’s Market” and three single family homes rented to tenants by Owner. Zoning of the Property is Mixed Use Corridor (MUC-1) with permitted uses including Residential Units, Multi-Family, Restaurants, Services, Retail Trade, Bed and Breakfast, Health and Fitness clubs, Medical Clinics, Repair Shops and most General Commercial applications. The allowed housing density in a MUC-1 zone permits a significantly higher number of units than allowed in the zoning of the adjacent Clackamas Heights site.

HACC's Clackamas Heights Public Housing development abuts the property on the northern boundary. Clackamas Heights is 16.64 acres in size and contains 100 units of Public Housing and HACC's maintenance and administrative offices. With its R 3.5 Medium Density Residential zoning, HACC is limited to the number of affordable housing units it can build. HACC's interest in acquiring the Property results from the Property's zoning, which enhances the development capacity for the combined sites. When linked with the Property, HACC's plan for Clackamas Heights includes a mixed use/mixed income development and increases the number of affordable housing units.

Additionally, if the Property is not developed to its maximum allowable density, through the planning mechanism of "density transfer", additional units could be built on the Clackamas Heights site. It is estimated that combining the Property with the Clackamas Heights site, HACC could build between 350 and 400 new affordable units to replace the current 100.

The Board previously authorized staff to negotiate a purchase price in the range of \$2.1 and \$2.6 million. The proposed Option has a purchase price of \$2.65 million and includes an agreement to lease the Market to the Owner who will collect the rents and maintain the Market. This retains the Market in operation, on the tax rolls, keeps it occupied and maintained while HACC goes through the financing and entitlement process. The three single family homes will be transferred into HACC's portfolio of residential units.

As part of the negotiations, Owner inquired whether HACC would exercise its power of eminent domain to acquire the Property if a voluntary sale does not proceed. The acquisition by threat of condemnation provides the Owner with certain tax treatment. Owner agrees to reduce the sale price of the Property by \$100,000 to reflect the prospective tax attributes. However, to be eligible for these tax benefits, HACC needs to condemn the Property if the parties cannot negotiate a sale on mutually agreeable terms.

HACC staff requests that the Board confirm it concurs with the key terms for the Option, and authorize HACC to proceed with negotiating, drafting and executing an Option. HACC also requests that the Board pass a resolution declaring its intent to exercise the power of eminent domain to acquire the Property in the event a negotiated sale does not proceed.

**RECOMMENDATION:**

Staff recommends the Board approve the Option, authorize the Board Chair and Richard Swift, H3S Director to sign on behalf of the Housing Authority of Clackamas County and pass a resolution exercising its power of eminent domain.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

In the Matter of Authorizing the Execution and Delivery of a Letter of Intent to Evidence the Acquiring of Real Property and providing for related matters



Resolution No. 1933  
*Page 1 of 3*

Whereas, pursuant to Oregon Revised Statutes (“ORS”) 456.005 through 456.235, the Housing Authority of Clackamas County (the “Authority”) is duly authorized and empowered to locate, acquire, develop, construct, reconstruct, alter and enlarge, renew, replace, operate, and maintain housing and related facilities that in the judgment of the Board are necessary and proper affordable housing for persons and families of lower income, and

Whereas, under and by virtue of the laws of the State of Oregon, the Authority may acquire by purchase, gift, devise, condemnation proceedings, or otherwise, such real and personal property, and interests therein, within Clackamas County as in the judgment of the Board are necessary or proper to exercise its powers and purpose to provide affordable housing, and

Whereas, for purposes of providing affordable housing to serve Clackamas County and for the health, safety, benefit, and general welfare of its citizenry, the Authority plans to locate, develop, construct, operate, maintain, and repair affordable housing within Clackamas County; and

Whereas, Authority staff has agreed with Steve and Brenda Morrow and Beaver Creek Enterprises, LLC (collectively the “Owner”) to the terms of an Option Agreement and related documents (collectively the “Option Agreement”); and

Whereas, the Authority needs to execute and deliver the proposed Option Agreement; and

Whereas, the Authority intends to acquire by negotiated purchase or if necessary, by the exercise of its power of eminent domain, the real property legally described on exhibit 1 and incorporated by this reference (the “Property”).

BE IT RESOLVED by the AUTHORITY as follows:

Section 1. Authorization to Execute and Deliver the Letter of Intent. The Authority is authorized to execute and deliver the proposed Option Agreement to acquire the Property.

Section 2. Authorization to Negotiate the Option Agreement and related documents.

Authority staff is authorized to negotiate an Option Agreement and related documents pursuant to the letter of intent to acquire the Property.

Section 3. Delegation. The Chair of the Authority or, if the Chair is not available, the Executive Director of the Authority or the Director of Health, Housing and Human Services for Clackamas County (each of whom is referred to in this resolution as a "Director") may, on behalf of the Authority and without further action by the Board: Finalize the terms of, and execute, acknowledge and deliver the Option Agreement. Before executing and delivering the Option Agreement, the Director may, after consulting with Counsel and transaction counsel, make changes to it that are reasonable and necessary in the Director's discretion to facilitate the execution of the Option Agreement. However, the changes authorized by the preceding sentence shall not materially change the Option Agreement.

Section 4. The Authority finds there is needed and required for the location, development, construction, operation, maintenance, repair and improvement of affordable housing the acquisition of the Property.

Section 5. The location, construction, operation, maintenance, repair, and improvement of the affordable housing to be located on the Property is required and the real property proposed to be taken is necessary in the public interest to provide affordable housing which will be planned, designed, located and constructed in a manner that will be most compatible with the greatest public benefit with the least private injury or damage.

Section 6. The Authority and its lawyers are authorized to attempt to agree with the Owner and other persons who hold interest in the Property, as to the compensation to be paid for the appropriation of the Property. In the event no satisfactory agreement can be reached, then the lawyers for the Authority are directed and authorized to commence and prosecute to final determination such proceedings as may be necessary to acquire the Property and interest therein and upon the filing of such proceeding, possession of the Property and interest therein may be taken immediately.

Section 7. Upon the trial of any suit or action instituted to acquire the Property or entry interest therein, the lawyers acting for and on behalf of the Authority are authorized to make such stipulation, agreement, or admission in their judgment may be for the best interest of the Authority.

Section 8. In order to protect the health, safety, and welfare of the public, an emergency exists and is necessary that no undue delay be encountered in obtaining access to and possession of the Property in order to establish and implement the affordable housing and therefore this Resolution shall be in force and effect from and after its passage by the Board.

NOW, THEREFORE, BE IT RESOLVED, that the Chair or one of the Directors may finalize negotiations, execute, acknowledge and deliver the Option Agreement and any other documents and take any actions that are necessary or desirable to acquire the Property pursuant to this Resolution and Order.

**DATED** this 11th day of October, 2018

**BOARD OF COUNTY COMMISSIONERS FOR THE  
HOUSING AUTHORITY OF CLACKAMAS COUNTY**

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Jim Bernard, Chair

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Recording Secretary



COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON  
OPTION AND RECEIPT FOR OPTION DEPOSIT  
(Oregon Commercial Form)

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AGENCY ACKNOWLEDGMENT

Optionee shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Owner. Owner shall execute this Acknowledgment upon receipt of the Agreement by Owner, even if Owner intends to reject the Agreement or make a counter-offer. In no event shall Owner's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Optionee and Owner acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Owner Agent: Skip Rotticci of Colliers International firm (the "Selling Firm") is the agent of (check one):  
 Optionee exclusively;  Owner exclusively;  both Owner and Optionee ("Disclosed Limited Agency").

(b) Optionee Agent: \_\_\_\_\_ of \_\_\_\_\_ firm (the "Buying Firm") is the agent of (check one):  
 Optionee exclusively;  Owner exclusively;  both Owner and Optionee ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Optionee and Owner acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Optionee and Owner, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Optionee, Owner and the named real estate agent(s).

ACKNOWLEDGED

Optionee: Housing Authority of Clackamas County

(sign) \_\_\_\_\_ Date: \_\_\_\_\_

Owner: Steven A. and Brenda M. Morrow

(sign) \_\_\_\_\_ Date: \_\_\_\_\_

Beaver Creek Enterprises, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

**OPTION AGREEMENT AND RECEIPT FOR OPTION MONEY**

1 This OPTION AGREEMENT AND RECEIPT FOR OPTION DEPOSIT (this "Agreement") dated October  
2 \_\_\_\_, 2018, for reference purposes only, shall be effective on the date when this Agreement has been executed and  
3 delivered by Owner and Optionee (the "Execution Date");  
4

5 BETWEEN: Beavercreek Enterprise, Inc., **Steven A. and Brenda M. Morrow (collectively "Owner")**  
6 Address: **13927 Holcomb Blvd. Oregon City, Oregon 97045**  
7 Home Phone:  
8 Office Phone: **(503) 781-2159**  
9 Fax No.:  
10 E-Mail:

11  
12  
13 AND: **Housing Authority of Clackamas County or assigns ("Optionee")**  
14 Address: **P.O. Box 1510 Oregon City, OR 97045**  
15  
16 Office Phone: **(503) 650-3140**  
17 Fax No.:  
18 E-Mail: **momeara@co.clackamas.or.us**  
19

20  
21 1. Option.  
22

23 1.1 Generally. Owner grants Optionee the sole and exclusive right to purchase the Property in  
24 accordance with this Agreement. Optionee agrees to exercise its right to buy and acquire from Owner, and Owner  
25 agrees to sell to Optionee the following, all of which are collectively referred to in this Agreement as the "Property:"  
26 (a) the real property and all improvements thereon generally described or located at **13907 Holcomb Blvd., 13921**  
27 **Holcomb Blvd., 13957 Holcolm Blvd. and 13927 Holcomb Blvd.** in the City of **Oregon City**, County of  
28 **Clackamas**, Oregon legally described on Exhibit A, attached hereto (the "Real Estate") (if no legal description is  
29 attached, the legal description shall be based on the legal description provided in the Preliminary Report  
30 (described in Section 5), subject to the review and approval of both parties hereto), including all of Owner's  
31 right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; and (b) except  
32 for the personal property identified on schedule 1\_\_\_\_any and all personal property located on and used in  
33 connection with the operation of the Real Estate and owned by Owner (the "Personal Property"). If there are any  
34 Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the  
35 "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see  
36 Section 21.2, below.  
37

38 1.2 Purchase Price. The purchase price for the Property shall be **Two Million Six Hundred Fifty**  
39 **Thousand** dollars (**\$2,650,000.00**) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by  
40 the net amount of credits and debits to Owner's account at Closing (defined below) made by Escrow Holder  
41 pursuant to the terms of this Agreement. The Purchase Price shall be payable as follows:  
42

43 1.2.1 Option Deposit.

44 (a) Within **five (5)** days of the Execution Date, Optionee shall deliver into Escrow (as  
45 defined herein), for the account of Optionee, \$ **50,000.00** as an Option deposit (the "Option Deposit") in the form of:

46  Promissory note (the "Note");  Check; or  Cash or other immediately available funds.

47  
48 If the Option Deposit is being held by the  Selling Firm  Buying Firm, then the firm holding such Option Deposit  
49 shall deposit the Option Deposit in the  Escrow (as hereinafter defined)  Selling Firm's Client Trust Account  
50  Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after such  
51 firm's receipt, but in no event later than the date set forth in the first sentence of this Section 1.2.1(a).

52  
53 (b) The purchase and sale of the Property shall be accomplished through an escrow (the  
54 "Escrow") that Owner has established or will establish with **Fidelity National Title Company Portland, Oregon** (the  
55 "Escrow Holder") within **three (3)** days after the Execution Date. Except as otherwise provided in this Agreement: (i)  
56 any interest earned on the Option Deposit shall be considered to be part of the Option Deposit; (ii) the Option  
57 Deposit shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the  
58 Option Deposit shall be applied to the Purchase Price at Closing.

59  
60 1.2.2 Balance of Purchase Price. Optionee shall pay the balance of the Purchase Price at  
61 Closing by  cash or other immediately available funds; or  Other: **Cash and the proceeds of financing from**  
62 **other sources.**

63  
64 1.3 Section 1033 Exchange. Owner acknowledges that Optionee is a governmental entity with the  
65 power of eminent domain and has threatened to exercise that power. Optionee and Owner each hereby agrees to  
66 reasonably cooperate with the other in completing each such 1033 Exchange.

67  
68 2. Conditions to Purchase.

69  
70 2.1 Optionee's exercise of its option to purchase the Property is conditioned on the following:

71  
72  The later of, one hundred twenty (**120**) days of the Execution Date, Optionee's  
73 approval of the results of (collectively, the "Feasibility Contingency"): (a) the  
74 Property inspection described in Section 3 below; (b) the document review  
75 described in Section 4 below; and (c) Environmental Assessment and review;  
76 and Optionee's receipt of confirmation of satisfactory financing (the "Financing  
77 Condition") and if applicable, approval of Release of Funds by the Department of  
78 Housing and Urban Development. **Upon successful completion of the Feasibility**  
79 **Contingency, and approval of a Release of Funds from the Department of**  
80 **Housing and Urban Development ("HUD") the Option Deposit will become**  
81 **non-refundable to Optionee, released to Owner, and be applicable to the**  
82 **Purchase Price at closing. In addition, Optionee will submit to escrow an**  
83 **additional Option Deposit of Fifty Thousand Dollars (\$50,000) which shall be**  
84 **subject to the conditions set forth elsewhere in this Agreement. The**  
85 **additional Option Deposit and accrued interest shall remain in Escrow and be**  
86 **applied to the purchase price at closing. If after the Optionee has exhausted its**  
87 **financing Contingency Period and any applicable extensions, Optionee fails to**  
88 **close on the transaction for any reason, the additional Fifty Thousand Dollars**  
89 **(\$50,000.00) Option Deposit will be released to the Owner; and/or**

90  
91  Other **Notwithstanding any other provision of this Agreement, Optionee**  
92 **shall have no obligation to purchase the Property, and no transfer of title to the**

93 **Optionee may occur, unless and until Clackamas County Community Development**  
94 **Division has provided Optionee and/or Owner with a written determination**  
95 **approved by HUD, on the basis of a federally required environmental review and**  
96 **an approved request for release of federal funds, that purchase of the property by**  
97 **Optionee may proceed, subject to any other Contingencies in this Agreement, or**  
98 **may proceed only if certain conditions to address issues in the environmental**  
99 **review shall be satisfied before or after the purchase of the property. Clackamas**  
100 **County Community Development Division shall use its best efforts to conclude the**  
101 **environmental review of the property expeditiously.**

102  
103  **Other Upon closing of the transaction the Optionee agrees to the Right of**  
104 **First Offer to leaseback the commercial property to the Owner under a "Master**  
105 **Lease Agreement" whereby Optionee (Lessor) leases the market and gas station**  
106 **to Beaver Creek Enterprises, Inc. \Steven L. Morrow and Brenda E. Morrow for the**  
107 **sum of One dollar (\$1.00) per annum for the term of the lease. The minimum**  
108 **Lease term is proposed to be three years from the date of closing but may be**  
109 **extended annually in Lessor's sole discretion. Lessor reserves the right to**  
110 **terminate the Lease and require Lessee to vacate all premises with ninety days**  
111 **(90) written notice following the expiration of the minimum term.**

112  
113 **If the Option Deposit is not released within thirty (30) days of successful completion of the**  
114 **Feasibility Contingency, then this Option may be terminated by Owner.**

115  
116 The Feasibility Contingency, Financing Conditions or any other Conditions noted shall be defined as "Conditions."

117  
118 2.2 If Optionee decides to proceed to Closing, Optionee will give written notice to Owner before the  
119 expiration of the Feasibility Contingency indicating that Optionee waives the Conditions set forth in Section 2.1 or  
120 that the Conditions set forth in Section 2.1 have been satisfied. If, for any reason Optionee fails to give written  
121 waiver of the Conditions set forth in Section 2.1, or state in writing that such Conditions have been satisfied, by  
122 notice to Owner before the expiration of the Feasibility Contingency, this Agreement shall be deemed automatically  
123 terminated, the Option Deposit shall be promptly returned to Optionee, and thereafter, except as specifically  
124 provided to the contrary herein, neither party shall have any further right or remedy hereunder. In addition, if  
125 Optionee is unable to receive a Release of Funds from HUD, the Option Deposit(s) shall be immediately returned to  
126 Optionee, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further  
127 right or remedy hereunder.

128  
129 3. Property Inspection. Owner shall permit Optionee and its agents, at Optionee's sole expense and risk,  
130 to enter the Property at reasonable times after reasonable prior notice to Owner and after prior notice by Owner to  
131 the Tenants as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys  
132 concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous  
133 materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all  
134 other matters affecting the suitability of the Property for Optionee's intended use and/or otherwise reasonably related  
135 to the purchase of the Property including the economic feasibility of such purchase. If the transaction contemplated  
136 in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of Optionee or its  
137 agents, Optionee shall promptly restore the Property to substantially the condition the Property was in prior to  
138 Optionee's performance of any inspections or work.

139  
140 4. Owner's Documents. Within **seven (7)** days after the Execution Date, Owner shall deliver to Optionee  
141 or Optionee's designee, legible and complete copies of the following documents, including without limitation, a list of  
142 the Personal Property, and other items relating to the ownership, operation, and maintenance of the Property to the

143 extent now in existence and to the extent such items are or come within Owner's possession or control: **Including**  
144 **but not limited to Business records as the pertain to the facility, plans, permits and approvals, surveys,**  
145 **reports, studies, assessments related to the property, environmental assessments, soils assessments and**  
146 **Geotechnical reports, correspondence from or to any governmental agency or regulatory agency regarding**  
147 **the Property within the last 5 years, any recorded or unrecorded easement related to the property.**  
148

149 5. Title Insurance. Within **ten (10)** days after the Execution Date, Owner shall cause to be delivered to  
150 Optionee a preliminary title report from the title company (the "Title Company") selected by Owner (the "Preliminary  
151 Report"), showing the status of Owner's title to the Property, together with complete and legible copies of all  
152 documents shown therein as exceptions to title ("Exceptions"). Optionee shall have **five (5)** days after receipt of a  
153 copy of the Preliminary Report and Exceptions within which to give notice in writing to Owner of any objection to  
154 such title or to any liens or encumbrances affecting the Property. Within **five (5)** days after receipt of such notice  
155 from Optionee, Owner shall give Optionee written notice of whether it is willing and able to remove the objected-to  
156 Exceptions. Without the need for objection by Optionee, Owner shall, with respect to liens and encumbrances that  
157 can be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing.  
158 Within five (5) days after receipt of such notice from Owner (the "Title Contingency Date"), Optionee shall elect  
159 whether to: (i) purchase the Property subject to those objected-to Exceptions which Owner is not willing or able to  
160 remove; or (ii) terminate this Agreement. If Optionee fails to give Owner notice of Optionee's election, then such  
161 inaction shall be deemed to be Optionee's election to terminate this Agreement. On or before the Closing Date  
162 (defined below), Owner shall remove all Exceptions to which Optionee objects and which Owner agrees, or is  
163 deemed to have agreed, Owner is willing and able to remove. All remaining Exceptions set forth in the Preliminary  
164 Report and those Exceptions caused by or agreed to by Optionee shall be deemed "Permitted Exceptions."  
165

166 6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event  
167 Optionee fails to deposit the Option Deposit(s) in Escrow strictly as and when contemplated under Section 1.2.1 or  
168 Section 1.2 above, Owner shall have the right at any time thereafter, but prior to Optionee's deposit of the Option  
169 Deposit to Escrow, to terminate this Agreement and all further rights and obligations hereunder by giving written  
170 notice thereof to Optionee. If the conditions, if any, to Optionee's obligation to consummate this transaction are  
171 satisfied or waived by Optionee and Optionee fails, through no fault of Owner, to close on the purchase of the  
172 Property, Owner's sole remedy shall be to retain the Option Deposit(s) paid by Optionee. In the event Owner fails,  
173 through no fault of Optionee, to close the sale of the Property, Optionee shall be entitled to pursue  
174 any remedies available at law or in equity, including without limitation, the return of the Option Deposit(s) paid by  
175 Optionee or the remedy of specific performance. In no event shall either party be entitled to punitive or  
176 consequential damages, if any, resulting from the other party's failure to close the sale of the Property.  
177

#### 178 7. Closing of Sale.

179

180 7.1 Optionee and Owner agree the sale of the Property shall be consummated, in Escrow,  on or  
181 before      or  The later of, **sixty (60)** days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been  
182 satisfied or waived in writing by Optionee, or receipt of funds from HUD(the "Closing" or the "Closing Date"). The  
183 sale of the Property shall be deemed closed when the document(s) conveying title to the Property is/are delivered  
184 and recorded and the Purchase Price is disbursed to Owner.  
185

186 7.2 At Closing, Optionee and Owner shall deposit with the Escrow Holder all documents and funds  
187 required to close the transaction in accordance with the terms of this Agreement. At Closing, Owner shall  
188 deliver a certification in a form provided by the Escrow Holder confirming whether Owner is or is not a "foreign  
189 person" as such term is defined by applicable law and regulations.  
190

191 7.3 At Closing, Owner shall convey fee simple title to the Property to Optionee by  statutory  
192 warranty deed or       (the "Deed"). At Closing, Owner shall cause the Title Company to deliver to Optionee a

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193 standard ALTA form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring  
194 fee simple title to the Property in Optionee subject only to the Permitted Exceptions and the standard preprinted  
195 exceptions contained in the Title Policy. Owner shall reasonably cooperate in the issuance to Optionee of an ALTA  
196 extended form policy of title insurance. Optionee shall pay any additional expense resulting from the ALTA  
197 extended coverage and any endorsements required by Optionee.  
198

199 8. Closing Costs; Prorations. Owner shall pay the premium for the Title Policy, provided, however, if  
200 Optionee elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Optionee shall  
201 pay the difference in the premium relating to such election. Owner and Optionee shall each pay one-half (1/2) of the  
202 escrow fees charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid in accordance with the  
203 local custom determined by the Title Company and applicable law. Real property taxes for the tax year of the  
204 Closing, assessments (if a Permitted Exception), personal property taxes, rents and other charges arising from  
205 existing Tenancies paid for the month of Closing, interest on assumed obligations, and utilities shall be prorated as  
206 of the Closing Date. If applicable, prepaid rents, security deposits, and other unearned refundable deposits relating  
207 to Tenancies shall be assigned and delivered to Optionee at Closing.  Owner  Optionee  N/A shall be  
208 responsible for payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special  
209 assessment or program.  
210

211 9. Possession. Owner shall deliver exclusive possession of the Property, subject to the Tenancies (if any)  
212 existing as of the Closing Date, to Optionee  on the Closing Date or      .  
213

214 10. Condition of Property. Owner represents that Owner has received no written notices of violation of any  
215 laws, codes, rules, or regulations applicable to the Property ("Laws"). Owner represents that, to the best of Owner's  
216 knowledge without specific inquiry, Owner is not aware of any such violations or any concealed material defects in  
217 the Property. Unless caused by Optionee, Owner shall bear all risk of loss and damage to the Property until Closing,  
218 and Optionee shall bear such risk at and after Closing. Except for Owner's representations set forth in this Section  
219 10 and the attached Exhibit E, Optionee shall acquire the Property "AS IS" with all faults and Optionee shall rely on  
220 the results of its own inspection and investigation in Optionee's acquisition of the Property. It shall be a condition of  
221 Optionee's Closing obligation that all of Owner's representations and warranties stated in this Agreement are  
222 materially true and correct on the Closing Date. Owner's representations and warranties stated in this Agreement  
223 shall survive Closing for three (3) years.  
224

225 11. Operation of Property. Between the Execution Date and the Closing Date, Owner shall continue to  
226 operate, maintain and insure the Property consistent with Owner's current operating practices. After Optionee has  
227 satisfied or waived the conditions to Optionee's obligation to purchase the Property, and the Option Deposit is non-  
228 refundable, Owner may not, without Optionee's prior written consent, which consent shall not be unreasonably  
229 withheld, conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any  
230 material amendments or modification agreements for any existing leases or occupancy agreements for the Property;  
231 or (c) any service contracts or other agreements affecting the Property that are not terminable at the Closing.  
232

233 12. Assignment. Assignment of this Agreement:  is PROHIBITED;  is PERMITTED, without consent  
234 of Owner;  is PERMITTED ONLY UPON Owner's written consent; is PERMITTED ONLY IF the assignee is an  
235 entity owned and controlled by Optionee. **Assignment is PROHIBITED, if no box is checked.** If Owner's written  
236 consent is required for assignment, such consent may be withheld in Owner's reasonable discretion. In the event of  
237 a permitted assignment, Optionee shall remain liable for all Optionee's obligations under this Agreement.  
238  
239

240 13. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A  
241 FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE  
242 LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR

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243 SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS  
244 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE  
245 PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER  
246 ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS  
247 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,  
248 OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE  
249 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING  
250 DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED  
251 LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT  
252 OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE  
253 ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND  
254 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND  
255 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

256  
257 14. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO  
258 PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A  
259 SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A  
260 VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE  
261 CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE  
262 PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE  
263 PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT  
264 OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL. Owner agrees  
265 not to contract for any construction related activities without the Optionee's written consent.

266  
267 15. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency  
268 Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Optionee  
269 agrees to pay a commission to Selling Firm in the amount of either:  two and one half percent (2.5%) of the  
270 Purchase Price or  \$. Such commission shall be divided between Selling Firm and Buying Firm such that Selling  
271 Firm receives **zero percent (0%)** and Buying Firm receives **one hundred percent (100 %)**. Optionee shall cause  
272 the Escrow Holder to deliver to Buying Firm the real estate commission on the Closing Date or upon Owner's breach  
273 of this Agreement, whichever occurs first.

274  
275 16. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement  
276 must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally  
277 delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of  
278 delivery); (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following  
279 delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in  
280 any case shall be sent by the applicable party to the address of the other party shown at the beginning of this  
281 Agreement, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such  
282 notice will be deemed delivered on the next following business day.

283  
284 17. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for  
285 delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday,  
286 such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail  
287 transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as  
288 delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic  
289 mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This  
290 Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall  
291 constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the  
292 parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous

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293 agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be  
294 binding upon and shall inure to the benefit of Optionee and Owner and their respective successors and assigns. The  
295 person signing this Agreement on behalf of Optionee and the person signing this Agreement on behalf of Owner  
296 each represents, covenants and warrants that such person has full right and authority to enter into this Agreement  
297 and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this  
298 Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.  
299

300 18. Governing Law. This Agreement is made and executed under, and in all respects shall be governed  
301 and construed by, the laws of the State of Oregon.  
302

303 19. Lease(s) and Personal Property.

304 19.1 Leases. See Exhibit F Residential Lease Agreement  
305  
306  
307

308 19.2 Personal Property. If applicable, Owner shall convey all Personal Property to Optionee  
309 by executing and delivering to Optionee at Closing through Escrow (as defined below), a Bill of Sale substantially in  
310 the form of Exhibit C attached hereto (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill  
311 of Sale.  
312

313 20. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL  
314 HOUSING BUILT PRIOR TO 1978, OPTIONEE AND OWNER MUST COMPLETE THE LEAD-BASED PAINT  
315 DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT D.  
316

317 21. Addenda: Exhibits. The following named addenda and exhibits are attached to this Agreement and  
318 incorporated within this Agreement:

- 319  Exhibit A – Legal Description of Property **[REQUIRED]**
  - 320  Exhibit B – Assignment of Lessor's Interest under Lease (if applicable)
  - 321  Exhibit C – Bill of Sale (if applicable)
  - 322  Exhibit D – Lead Paint Disclosure Addendum (if applicable)
  - 323  Exhibit E – Lease Agreement (if applicable)
- 324  
325

326 22. Time for Acceptance. If Owner does not return to Optionee a signed and dated version of this  
327 Agreement on or before 5:00 PM Pacific Time on **October** , **2018**, then the Option Deposit shall be promptly  
328 refunded to Optionee and thereafter, neither party shall have any further right or obligation hereunder.  
329

330 23. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons  
331 of the United States not do business with any individual or entity on a list of "Specially Designated nationals and  
332 Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Optionee  
333 hereinafter certifies that:  
334

335 23.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation  
336 named by any Executive Order or the United States Treasury Department as a terrorist, specially designated  
337 national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is  
338 enforced or administered by the Office of Foreign Assets Control; and  
339

340 23.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or  
341 facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.  
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Optionee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.

Optionee **HOUSING AUTHORITY OF CLACKAMAS COUNTY**

By: \_\_\_\_\_

Name: **Chuck Robbins**

Title: **Director**

Date: \_\_\_\_\_

Owner Acceptance. By execution of this Agreement, Owner agrees to sell the Property on the terms and conditions in this Agreement.

Owner: **STEVEN A. and BRENDA M. MORROW** Beavercreek Enterprises, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: **Steven A. Morrow**

Title: **an individual**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: **Brenda M. Morrow**

Title: **an Individual**

Date: \_\_\_\_\_

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CRITICAL DATE LIST:

The last party to execute this Agreement shall complete the information below (the “Critical Date List”), initial where indicated, and return a copy of the same to the other party for such party’s review. This Critical Date List is for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

	DATE:
• Execution Date (Introductory paragraph):	
• Option Deposit due date (Section 1.2.1(a)):	
• Owner shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	Before 3 days following execution of this Agreement
• Owner shall deliver Owner’s documents to Optionee (Section 4):	Within <u>7</u> days after the Execution Date
• Owner shall deliver Preliminary Report to Optionee (Section 5):	Within <u>10</u> days after the Execution Date
• Optionee’s title objection notice due to Owner (Section 5):	Within 5 days after receipt of the Preliminary Report
• Owner’s title response due to Optionee (Section 5):	Within 5 days after receipt of Optionee’s title objection notice
• Title Contingency Date (Section 5):	Within 5 days after receipt of Owner’s title

	response
<ul style="list-style-type: none"> <li>• Expiration date for satisfaction of Feasibility Contingency (Section 2.1):</li> </ul>	Within 45 days of the Execution Date
<ul style="list-style-type: none"> <li>• Expiration date for satisfaction of Financing Condition (Section 2.1):</li> </ul>	Within 120 days of the expiration of Feasibility Contingency Period
<ul style="list-style-type: none"> <li>• By this date, Optionee must deliver the notice to proceed contemplated in Section 2.2.</li> </ul>	Within 165 days of the Execution Date
<ul style="list-style-type: none"> <li>• Closing Date (Section 7.1):</li> </ul>	<u>Within 60 days following expiration of the Financing Conditions Period</u>

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429

Initials of Optionee: \_\_\_  
Initials of Optionee: \_\_\_

Initials of Owner:  
Initials of Owner:

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

**To Be Provided by Fidelity National Title Company**

EXHIBIT C  
BILL OF SALE

**Steve A. and Brenda M. Morrow and Beaver Creek Enterprises, Inc.** ("Owner"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, transfer, convey and deliver to **Housing Authority of Clackamas County**, an **Oregon Public Agency** ("Optionee"), its successors and/or assigns:

All of the personal property owned by Owner (collectively, "Personal Property") located in or on the real property located at **13907, 13921, and 13927 Holcomb Blvd.** in the **City of Oregon City**, County of **Clackamas**, State of **Oregon**, which Personal Property is more particularly described on Schedule 1 attached hereto and incorporated herein by reference.

Owner hereby covenants with Optionee that said Personal Property is free and clear of and from all encumbrances, security interests, liens, mortgages and claims whatsoever and that Owner is the owner of and has the right to sell same. Owner, on behalf of itself and its successors, does hereby warrant and agree to defend the title in and to said Personal Property unto Optionee, its successors or assigns against the lawful claims and demands of all persons claiming by or through Owner.

IT IS UNDERSTOOD AND AGREED THAT OPTIONEE HAS EXAMINED THE PERSONAL PROPERTY HEREIN SOLD AND THAT THIS SALE IS MADE "AS IS, WHERE IS" AND OWNER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OTHER THAN THE WARRANTY OF TITLE SET FORTH ABOVE, AS TO THE PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Optionee and Owner agree that this Bill of Sale shall be effective upon the delivery thereof by Owner to Optionee.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

OWNER: **STEVEN A. and BRENDA M. MORROW**  
**Beaver Creek Enterprises, Inc.**

OPTIONEE: **HOUSING AUTHORITY OF CLACKAMAS COUNTY**

EXHIBIT D  
LEAD-BASED PAINT DISCLOSURE ADDENDUM  
(TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)

Owner and Optionee are parties to that certain Commercial Association of Brokers Oregon / SW Washington Purchase and Sale Agreement and Receipt for Option Deposit (Oregon Commercial Form) dated \_\_\_\_, 20\_\_ (the "Purchase Agreement") for the sale of the Property described therein. Capitalized terms used in this addendum without definition shall have the meanings given them in the Purchase Agreement. Except as expressly modified by this addendum and any other addendum to the Purchase Agreement executed by Optionee and Owner, the Purchase Agreement is unmodified. This addendum and the Purchase Agreement may not be modified except in a writing signed by both Owner and Optionee.

LEAD WARNING STATEMENT

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE OWNER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE OPTIONEE WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE OWNER'S POSSESSION AND NOTIFY THE OPTIONEE OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

AGENT'S ACKNOWLEDGMENT

Owner Agent has informed Owner of Owner's obligations under 42 U.S.C. 4852(d) and Agent is aware of his/her responsibility to ensure compliance.

OWNER'S DISCLOSURE

**.1 Presence of lead-based paint and/or lead-based paint hazards (check one below):**

Owner has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).

\_\_\_\_\_  
\_\_\_\_\_

Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

**.2 Records and reports available to Owner (check one below):**

Owner has provided Optionee with all available records and reports relating to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

\_\_\_\_\_  
\_\_\_\_\_

Owner has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.

48 The following parties have reviewed the information above and certify, to the best of their knowledge, that the  
49 information they provided is true and accurate. A photocopy of this completed LEAD-BASED PAINT DISCLOSURE  
50 ADDENDUM, together with a copy of any documents listed in Section 2 of Owner's Disclosure above, may be  
51 treated as an original.

Owner Agent \_\_\_\_\_ Date \_\_\_\_\_ ← Owner \_\_\_\_\_ Date \_\_\_\_\_ ←  
Selling Firm \_\_\_\_\_ Owner \_\_\_\_\_ Date \_\_\_\_\_ ←

52  
53 BEFORE OPTIONEE IS OBLIGATED TO PURCHASE THIS PROPERTY UNDER ANY PURCHASE AND SALE  
54 AGREEMENT, OPTIONEE'S AND OWNER'S SIGNATURES ARE REQUIRED ON THE FORM BELOW.

55  
56 OPTIONEE'S ACKNOWLEDGMENT

57 .1 **Optionee has received copies of all information listed above in Section 2 of Owner's Disclosure**  
58 **of this form.**

59  
60 .2 **Optionee has received the pamphlet "Protect Your Family from Lead in Your Home."**

61  
62 .3 **Optionee has (check one below):**

63  Elected a ten (10) day opportunity (or mutually agreed upon period) to conduct a  risk assessment or   
64 inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, providing Optionee  
65 the right to rescind the Purchase Agreement by written notice to Owner no later than the end of such agreed upon  
66 10 day period if Optionee is not satisfied in Optionee's sole discretion with the results of such risk assessments or  
67 inspection, as applicable. Optionee and Owner hereby agree the ten (10) day period described in the preceding  
68 sentence shall begin \_\_\_ and end \_\_\_. Optionee's failure to provide written notice of Optionee's election to rescind  
69 the Purchase Agreement to Owner on or before \_\_\_\_\_, 20\_\_\_ shall be deemed a waiver of Optionee's right to  
70 rescind as provided in this addendum. If Optionee timely elects to rescind the Purchase Agreement as provided  
71 herein, the Option Deposit shall be returned to Optionee, together with any interest thereon.

72  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or  
73 lead-based paint hazards.

Optionee \_\_\_\_\_ Date \_\_\_\_\_ ←

Optionee \_\_\_\_\_ Date \_\_\_\_\_ ←

74  
75 **CERTIFICATION OF ACCURACY**  
76

77 This section must be signed by Optionee before Owner signs lines below. The following parties have  
78 reviewed the information and certify, to the best of their knowledge, that the information they provided herein is true  
79 and accurate.

Optionee \_\_\_\_\_ Date \_\_\_\_\_ ← Owner \_\_\_\_\_ Date \_\_\_\_\_ ←

Optionee \_\_\_\_\_ Date \_\_\_\_\_ ← Owner \_\_\_\_\_ Date \_\_\_\_\_ ←

Optionee Agent \_\_\_\_\_ Date \_\_\_\_\_ ← Owner Agent \_\_\_\_\_ Date \_\_\_\_\_ ←

Buying Firm \_\_\_\_\_ Owner Firm \_\_\_\_\_

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE
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EXHIBIT E  
Lease Agreement



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**SINGLE-TENANT NET LEASE  
(OREGON)**

**SECTION 1. LEASE TERMS.**

1.1 Date of Lease October , 2018

1.2 Tenant: Steven A. and Brenda M. Morrow  
Beavercreek Enterprises, Inc. dba

Trade Name: Steve's Market  
Premises Address: 13927 Holcomb Blvd.  
Oregon City, OR 97045

Notice Address: Steve's Market  
13927 Holcomb Blvd.  
Oregon City, OR 97045

1.3 Landlord: Housing Authority of Clackamas County  
Notice Address: P.O. Box 1510  
Oregon City, OR 97045

Address For Payment of Rent: Housing Authority of Clackamas County  
P.O. Box 1510  
Oregon City, OR 97045

1.4 Premises: That certain real property and the building thereon (the "Building") with a street address of 13927 Holcomb Blvd. in Oregon City, Oregon, as described on Exhibit A.

1.5 Building Area: Approximately 5744 square feet as described on Exhibit B, measured by Colliers Appraisal Report dated October 30, 2017.

1.6 Permitted Use of Premises:  
Gas Station  
Grocery Store

1.7 Term of Lease: Initial Term: Thirty Six (36) Months  
Lease Commencement Date: To Be Determined  
Lease Expiration Date: To Be Determined  
Rent Commencement Date: To Be Determined

1.8 Initial Base Rent: \$ One Dollar (\$1.00)/per Year

1.9 Reserved

1.10 Prepaid Rent: \$ \_\_\_\_\_

1.11 Security Deposit: \$ One Dollar (\$1.00)

1  
2 1.12 Broker(s): Landlord's Agent: Skip Rotticci, Colliers International  
3 Tenant's Agent:  
4 1.13 Guarantors: Steven A. and Brenda M. Morrow  
5

6 If any Guarantor(s) is/are set forth above, concurrent with the execution of this Lease by Landlord and  
7 Tenant, Tenant shall arrange for all Guarantor(s) to execute and deliver to Landlord a Guaranty of this Lease, in the  
8 form attached as Exhibit D.  
9

10 1.14 Exhibits:

11  
12 The following Exhibits are attached hereto and incorporated as a part of this Lease:

13  
14 Exhibit "A" - Legal Description of the Premises  
15 Exhibit "B" - Site Plan of the Premises  
16 Exhibit "C" - Reserved  
17 Exhibit "D" - Guaranty  
18 Exhibit "E" - Addendum  
19

20 THIS SINGLE-TENANT COMMERCIAL LEASE is made and entered into between Landlord and Tenant on  
21 the Date of Lease set forth in Section 1.1. The defined terms used in this Lease ("Lease Terms") shall have the  
22 meanings and definitions given them in Section 1. The Lease Terms, the Exhibits, the Addendum or Addenda  
23 described in the Lease Terms, and this Lease agreement are and shall be construed as a single instrument and are  
24 hereinafter referred to as the "Lease."  
25

26 Now, therefore, for valuable consideration, Landlord and Tenant covenant and agree as follows:

## 27 SECTION 2. LEASE OF PREMISES.

28  
29  
30 2.1 Lease. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and  
31 Tenant hereby leases from Landlord the Premises.  
32

33 2.2 Term. The Initial Term of this Lease shall be for the period set forth in Section 1.7 above,  
34 commencing on the Lease Commencement Date and expiring on the Lease Expiration Date.  
35

36 2.3 Delivery of Possession and Commencement. Landlord shall deliver the Premises to Tenant in  
37 good condition and repair. If Landlord fails to deliver possession of the Premises to Tenant on the Lease  
38 Commencement Date, the Lease shall not commence and Tenant shall owe no rent until the later of (i) the date  
39 Landlord tenders possession of the Premises to Tenant or (ii) the Rent Commencement Date. If Landlord fails to  
40 deliver possession of the Premises to Tenant within ninety (90) days of the Lease Commencement Date, then  
41 Tenant, as its sole remedy, may, by delivering written notice to Landlord within ten (10) days of the expiration of said  
42 ninety (90)-day period, terminate this Lease. If there is any delay in delivering possession of the Premises to  
43 Tenant, the term of this Lease shall be extended by the number of days of such delay. If possession of the  
44 Premises is delivered prior to the Lease Commencement Date, Tenant shall have the right to occupy the Premises  
45 subject to all of the terms and provisions of this Lease other than the payment of Rent, which obligation shall not  
46 commence until the Rent Commencement Date. The existence of any "punch list" type items shall not postpone the  
47 Lease Commencement Date. By acceptance of possession of the Premises hereunder, Tenant acknowledges that  
48 Tenant accepts the Premises "AS-IS, WHERE IS" and as suitable for Tenant's intended use, in good and sanitary  
49 operating order, condition and repair, and without representation or warranty by Landlord as to the condition, use or  
50 occupancy which may be made thereof and that the area of the Premises is as set forth in Section 1.6 above.  
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52 2.4 Expiration Date. The Expiration Date of this Lease shall be the date stated in Section 1.7 of the  
53 Lease Terms.

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### SECTION 3. RENT PAYMENT.

3.1 Rent. Tenant shall pay to Landlord all Rent for the Premises without demand, deduction or offset. The term "Rent" as used in this Lease shall include Base Rent, Additional Rent (as hereinafter defined) and all other sums due under the Lease. Rent is payable by Tenant in advance on the first day of each month commencing on the Rent Commencement Date. Rent for any partial calendar month shall be prorated based on a thirty (30)-day month for the number of days during that partial month the Premises are occupied by Tenant.

3.2 Additional Rent. The term "Additional Rent" means amounts set forth under Section 5 and any other sums payable by Tenant to Landlord under this Lease.

3.3 Lease Year. The term "Lease Year" shall mean each calendar year of the Term. In the event the Lease Commencement Date or the Expiration Date occurs on any date other than the first day of the calendar year, the calculations, costs and payments referred to herein shall be prorated for such calendar year.

3.4 Late Charge; Interest. Rent not paid when due shall bear interest until paid at the lesser of (i) the rate of one and one-half percent (1 ½%) per month, or (ii) the maximum rate of interest then permitted by law. Landlord may impose a late charge of the greater of (a) five percent (5%) of Rent then due or (b) \$50 for each payment of Rent made more than ten (10) days late (the "Late Charge"). Tenant agrees that late payment by Tenant to Landlord of any Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, that the exact amount of such costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment. The imposition or collection or failure to impose or collect such a Late Charge shall not be deemed a waiver by Landlord of any other remedies available for Tenant's default of this Lease. In addition to the Late Charge, Tenant shall pay Landlord an additional charge of \$75 for any checks returned due to insufficient funds.

3.5 Disputes. If Tenant disputes any charge for Additional Rent or any Rent adjustment under this Section 3, Tenant shall give notice to Landlord not later than thirty (30) days after receipt of the notice from Landlord describing the charge or adjustment in question and in no event later than ninety (90) days after expiration or earlier termination of this Lease. If Tenant fails to give such notice to Landlord, the charge or adjustment by Landlord shall be conclusive and binding on Tenant. If Tenant delivers timely notice, the challenged charge or adjustment shall be conclusively resolved by an independent certified public accountant selected by the parties. Each party shall pay one-half (1/2) of the fee charged by the accountant selected to decide the matter, except that if the adjustment in favor of Tenant does not exceed five percent (5%) of the challenged amounts, Tenant shall pay (a) the entire cost of the accountant's fee; and (b) all reasonable out-of-pocket costs and expenses incurred by Landlord in responding to the challenge. In the alternative, if the adjustment in favor of Tenant is equal to or exceeds five percent (5%) of the challenged amounts, Landlord shall pay (i) the entire cost of the accountant's fee, and (ii) all reasonable out-of-pocket costs and expenses incurred by Tenant in challenging such charge or adjustment. Nothing herein shall be deemed to alter any other obligations of Tenant as required by this Lease.

3.6 Prepaid Rent. Concurrently with the execution of this Lease by Tenant, Tenant shall pay the Initial Base Rent for the first full year of the Lease Term for which Rent is payable.

3.7 Security Deposit. Concurrently with the execution of this Lease by Landlord and Tenant, Tenant shall deliver to Landlord the Security Deposit. Landlord may apply the Security Deposit to pay the cost of performing any obligation which Tenant fails to perform within the time required by this Lease, but such application by Landlord shall not waive Landlord's other remedies nor be the exclusive remedy for Tenant's default. If Landlord applies the Security Deposit as set forth herein, Tenant shall pay Landlord, on demand, all sums necessary to restore the Security Deposit to its original amount. Tenant shall not have the right to apply the Security Deposit or any part thereof to any Rent or other sums due under this Lease.

1 If Tenant is not in default of this Lease at the expiration or termination hereof, Landlord shall return the  
2 unapplied portion of the Security Deposit to Tenant, except for any amount necessary to return the Premises to the  
3 condition set forth in Section 19. Landlord's obligations with respect to the Security Deposit are those of a debtor  
4 and not of a trustee, and Landlord may commingle the Security Deposit with Landlord's general funds. Landlord  
5 may immediately deposit the Security Deposit into Landlord's account, but such immediate deposit shall not bind  
6 Landlord to the terms of this Lease. Landlord shall not be obligated to pay interest on the Security Deposit. If  
7 Landlord sells its interest in the Premises during the term of this Lease, Landlord shall be discharged from any  
8 further liability or responsibility with respect to the Security Deposit so long as Landlord deposits with or credits to the  
9 buyer the unapplied portion of the Security Deposit.

#### 10 11 **SECTION 4. USE OF PREMISES.**

12  
13 4.1 Permitted Use. Tenant may use the Premises for Tenant's Permitted Use and for no other  
14 purpose without Landlord's written consent. Tenant shall not use the Premises in a manner that obstructs, annoys  
15 or interferes with the rights of other occupants of the Building. Tenant shall not cause any nuisance nor permit any  
16 objectionable fumes, electromagnetic waves, vibration, noise, light, or radiation to be emitted from the Premises.  
17 Tenant shall, at Tenant's expense, install all necessary insulation as is required to muffle and render undetectable  
18 outside the Premises any sound or vibration from Tenant's activities in the Premises. Tenant shall not engage in  
19 any activities that will in any manner degrade or damage the reputation of the Premises or increase Landlord's  
20 insurance rates for any portion of the Premises.

21  
22 4.2 Equipment. Tenant shall only install such equipment in the Premises as is customary for the  
23 Permitted Use and shall not overload the floors or electrical circuits of the Premises or change the wiring or plumbing  
24 of the Premises. Tenant shall obtain Landlord's prior written consent to the location of and manner of installing any  
25 plumbing, wiring or electrical, heating, heat-generating or communication equipment or unusually heavy articles.  
26 Any equipment, cables, wiring, conduit, additional dedicated circuits and any additional air conditioning required  
27 because of any such equipment installed by Tenant shall be installed, maintained and operated at Tenant's sole  
28 expense and in accordance with Landlord's requirements. Tenant shall not install any equipment on or through the  
29 roof of the Building without first having obtained the prior written consent of Landlord, which consent Landlord shall  
30 not unreasonably withhold.

31  
32 4.3 Compliance with Laws. The Premises may comply with all applicable laws, statutes, ordinances,  
33 rules and regulations of any public authority (the "Laws"). Tenant shall at its expense promptly comply and cause  
34 the Premises to comply with all Laws applicable to Tenant's use of the Premises.

#### 35 36 **SECTION 5. TAXES AND INSURANCE**

37  
38 5.1 Taxes. The term "Taxes" shall include (i) all real property taxes, charges, rates, duties and  
39 assessments (including local improvement district assessments) levied or imposed by any governmental authority  
40 with respect to the Premises and Building and any improvements; (ii) any tax in lieu of or in addition to, or  
41 substitution of a real property tax; and (iii) any tax or excise levied or assessed by any governmental authority on the  
42 Rent payable under this Lease or Rent accruing from the use of the Premises and Building, provided that this shall  
43 not include federal or state, corporate or personal income taxes. Landlord shall pay before delinquency all real  
44 property taxes, assessments, licenses, fees and charges assessed, imposed or levied. Tenant shall be responsible  
45 for any personal property taxes assessed, imposed, or levied on (a) Tenant's business operations, (b) all trade  
46 fixtures, (c) leasehold improvements, (d) merchandise and (e) other personal property in or about the Premises.

47  
48 5.2 Tenant's Insurance. Tenant shall obtain comprehensive general liability insurance applying to the  
49 use and occupancy of the Premises with limits of not less than **Two** Million Dollars (\$2,000,000) combined single  
50 limit bodily injury and property damage. Such liability insurance shall include an endorsement naming Landlord, any  
51 lender and Landlord's managing agent, if any, as additional insureds, shall insure the liability of Tenant under  
52 Section 10.1 of this Lease, and be in form and with companies reasonably approved by Landlord. Within **three (3)**  
53 days of the Lease Commencement Date, Tenant shall deliver to Landlord a copy of the policy evidencing such

1 insurance that shall require no less than thirty (30) days' prior written notice to Landlord prior to any cancellation or  
2 material change. No later than thirty (30) days' prior to expiration of any policy, Tenant shall deliver a renewal  
3 certificate to Landlord for such insurance policy.  
4

5 Tenant shall, at Tenant's expense, obtain and keep in force during the Lease Term an "all risk" insurance  
6 policy with a sprinkler damage endorsement covering Tenant's personal property, inventory, alterations, fixtures,  
7 equipment, plate glass and leasehold improvements located on or in the Premises, in an amount not less than one  
8 hundred percent (100%) of their actual replacement value, providing coverage for risk of direct physical loss or  
9 damage including sprinkler leakage, vandalism and malicious mischief. During the Lease Term, the proceeds of  
10 such insurance coverage shall be used to repair or replace the personal property, inventory, alterations, fixtures,  
11 equipment and leasehold improvements so insured, if the Premises are rebuilt following the casualty, and Landlord  
12 shall have no claim to such proceeds.  
13

14 At all times during the Lease Term and any extensions or renewals, Tenant agrees to keep and maintain,  
15 and cause Tenant's agents, contractors, or subcontractors to keep and maintain, workmen's compensation  
16 insurance and other forms of insurance as may from time to time be required by law or may otherwise be necessary  
17 to protect Landlord and the Premises from claims of any person who may at any time work on the Premises, whether  
18 as a servant, agent, or employee of Tenant or otherwise. This insurance shall be maintained at the expense of  
19 Tenant or Tenant's agents, contractors, or subcontractors and not at the expense of Landlord.  
20

21 5.3 Landlord's Insurance; Types of Coverage. During the Lease term, Landlord shall maintain in  
22 full force and effect a policy or policies of insurance covering the Premises, which shall provide coverage  
23 against such risks as are commonly covered under a "special form/all-risk" policy (including earthquake  
24 and/or flood coverage, at Landlord's election), together with loss of rents and secondary liability insurance.  
25 Such insurance shall contain such policy limits and deductibles, shall be obtained through such insurance  
26 company or companies, and shall be in such form as Landlord deems appropriate, and shall provide  
27 coverage for one hundred percent (100%) of the replacement value of the Building. All insurance  
28 proceeds payable under Landlord's casualty insurance carried hereunder shall be payable solely to  
29 Landlord, and Tenant shall have no interest therein.  
30

31 5.4 Written Statement of Estimate. Landlord shall furnish Tenant with a written statement setting forth  
32 Landlord's estimate of the cost of Insurance for the Lease Year, prior to the commencement of each Lease Year  
33 after the first Lease Year or as soon thereafter as reasonably possible, Landlord shall furnish Tenant with a written  
34 statement setting forth the estimated cost of Insurance for the next Lease Year. Tenant shall pay to Landlord as  
35 Additional Rent commencing on the Lease Commencement Date, and thereafter on the first day of each calendar  
36 month, an amount equal to one-twelfth (1/12<sup>th</sup>) of the amount of the estimated cost of Insurance, as shown in  
37 Landlord's written statement for that Lease Year. In the event Landlord fails to deliver said written estimate, Tenant  
38 shall continue to pay to Landlord an amount equal to one-twelfth (1/12<sup>th</sup>) of the estimated cost of Insurance for the  
39 immediately preceding Lease Year until Landlord does furnish the written estimate. Upon receipt of such written  
40 estimate, Tenant shall pay an amount equal to the difference between the estimated cost of Insurance for the  
41 expired portion of the current Lease Year and the Tenant's actual payments during such time, and any payments by  
42 Tenant in excess of the estimated cost of Insurance shall be credited to the next due payment of Rent from Tenant.  
43 Landlord reserves the right, from time to time, to adjust the estimated cost of Insurance, and Tenant shall commence  
44 payment of one-twelfth (1/12<sup>th</sup>) of such revised estimate on the first day of the month following receipt of the revised  
45 estimate.  
46

47 5.5 Final Written Statement. Within one hundred twenty (120) days after the close of each Lease Year  
48 during the Term, Landlord shall deliver to Tenant a written statement (the "Operating Statement") setting forth the  
49 actual cost of Insurance for the Property for the preceding Lease Year for each such item. In the event the actual  
50 cost of Insurance for the preceding Lease Year is greater than the amount paid by Tenant for such Insurance,  
51 Tenant shall pay the amount due to Landlord as Additional Rent within thirty (30) days after receipt by Tenant of  
52 such statement. In the event the actual cost of Insurance for the preceding Lease Year is less than the amount paid

1 by Tenant for Insurance, then Landlord shall, at Landlord's election, either (i) pay the amount of Tenant's  
2 overpayment to Tenant within thirty (30) days following the date of such statement or (ii) apply such overpayment to  
3 Tenant's next Rent payment, reimbursing only the excess over such next Rent payment, if any. If a Lease Year  
4 ends after the expiration or termination of this Lease, any Additional Rent in respect thereof that is payable under  
5 this Section shall be paid by Tenant within ten (10) days of its receipt of the Operating Statement for such Lease  
6 Year, and any Additional Rent paid by Tenant in excess of the amount due under this Lease for the portion of the  
7 Lease Year after expiration or termination of this Lease shall be refunded by Landlord to Tenant within ten (10) days  
8 of the expiration of that Lease Year. The late delivery of any written statement by Landlord shall not constitute a  
9 waiver of Tenant's obligation to pay Insurance, but Landlord shall use reasonable efforts to deliver such written  
10 statements as soon as reasonably possible after the commencement of each Lease Year.

11  
12 5.6 Tenant Examination. The Operating Statement referred to herein need not be audited but shall  
13 contain sufficient detail to enable Tenant to verify the calculation of Insurance for the Premises. In addition, Tenant,  
14 upon at least five (5) days' advance written notice to Landlord and during business hours, may examine any records  
15 used to support the figures shown on the Operating Statement, provided however, that Tenant shall only be entitled  
16 to make such an examination once in each Lease Year, and the examination shall not be conducted by anyone who  
17 is engaged on a contingent fee basis to represent Tenant. Tenant and any person conducting the examination on  
18 behalf of Tenant shall enter into a confidentiality agreement reasonably satisfactory to Landlord and Tenant.

## 19 20 SECTION 6. MAINTENANCE AND REPAIR.

21  
22 6.1 Landlord Repairs. Landlord shall repair, maintain and/or replace, where necessary, the  
23 foundations, exterior walls, roof structure and membrane, downspouts and gutters and the HVAC system serving the  
24 Building (excluding therefrom the exterior and interior windows, doors, plate glass and storefronts and, except for  
25 reasonable wear and tear, any damage thereto caused by any act, negligence or omission of Tenant or its  
26 employees, agents, invitees, licensees, contractors, guests, customers, trespassers or subtenants, damage or  
27 destruction caused by any casualty not required to be repaired under Section 12 and any condemnation or taking of  
28 the Building or any portion of or interest therein governed by Section 11). Tenant shall reimburse Landlord for all  
29 costs and expenses incurred by Landlord in connection with the maintenance and repair of the roof membrane and  
30 the HVAC unit serving the Building, exterior walls, foundations, exterior windows, roof structure, roof membrane,  
31 doors, plate glass and storefronts, and plumbing fixtures, together with a management and administration fee of  
32 **fifteen** percent (**15%**) of the amount thereof, within thirty (30) days after submission by Landlord to Tenant of the  
33 statement of the amount thereof, which statement shall be accompanied by reasonable supporting documentation.  
34 Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right  
35 to make repairs at Landlord's expense and deduct that cost from Rent owing to Landlord.

36  
37 6.2 Tenant's Repairs. Except for Landlord Repairs set forth in Section 5.1 above, Tenant shall:

38  
39 (a) Maintain all portions of the Premises and fixtures situated within the Premises in good  
40 order and repair;

41  
42 (b) Maintain, repair and replace, if necessary, all special equipment and decorative  
43 treatments installed by or at Tenant's request and that serve the Premises;

44  
45 (c) Make all necessary repairs and replacements to all portions of the Premises; and

46  
47 (d) Not commit waste to the Premises or any part thereof. If Tenant fails to perform Tenant's  
48 obligations under this Section or under any other Section of this Lease, after ten (10) business days' prior written  
49 notice to Tenant, except in an emergency when no notice shall be required, Landlord may enter upon the Premises,  
50 perform the obligations on Tenant's behalf, and recover the cost of performance, together with interest at the rate of  
51 twelve percent (12%) per year, as Additional Rent payable by Tenant with the next installment of Rent, provided that  
52 such rate shall not exceed the maximum rate then allowed by law.

1           6.3    Liability. Landlord shall not be liable for any failure to maintain and repair the Premises as  
2 required under Section 6.1 unless Tenant delivers written notice of such failure to Landlord and Landlord fails to  
3 perform such maintenance or repair in a reasonable time and manner. Landlord may erect scaffolding and other  
4 apparatus necessary to make repairs or alterations to the Premises. So long as Landlord uses commercially  
5 reasonable efforts to minimize interference with Tenant's business, Tenant shall have no claim against Landlord for  
6 any interruption or reduction of services or interference with Tenant's occupancy because of repairs or maintenance  
7 performed by Landlord to the Premises.  
8

9           6.4    Negligent Damage. Tenant shall reimburse Landlord upon demand for the cost of repair incurred  
10 by Landlord for damage caused by the negligent or intentional acts or any breach of this Lease by Tenant, its  
11 employees, contractors, agents or invitees.  
12

## 13   **SECTION 7. ALTERATIONS.**

14  
15           7.1    Alterations by Tenant. Tenant shall not make any alterations, additions, or improvements to the  
16 Premises (i) for which any governmental permit is required; or (ii) that modify any structural, mechanical, electrical or  
17 plumbing component of the Building or (iii) that cost more than \$ **5000.00**, without first having obtained Landlord's  
18 prior written consent, which consent Landlord may withhold in Landlord's sole discretion. If Landlord consents in  
19 writing to any proposed alteration of the Premises, Tenant shall (A) only contract with a Landlord-approved  
20 contractor for the performance of such alterations, (B) obtain all necessary governmental permits and approvals and  
21 deliver copies thereof to Landlord, and (C) cause all alterations to be completed promptly in compliance with  
22 Landlord-approved plans and specifications with all due diligence in a good and workmanlike manner. Except for  
23 removable machinery and unattached movable trade fixtures, all improvements, alterations, wiring, cables or conduit  
24 installed by Tenant shall immediately become part of the Premises, with title vested in Landlord. Landlord may  
25 require that Tenant remove any such improvements, alterations, wiring, cables or conduit installed by or for Tenant  
26 and restore the Premises to good condition and repair upon expiration or earlier termination of this Lease. Any  
27 contractor used by Tenant for any work in the Premises shall be subject to review and approval by Landlord and  
28 Landlord may post notices of non-responsibility in connection with any work being performed in the Premises by or  
29 at the request of Tenant. All work in the Premises by or at Tenant's request must comply with all applicable Laws.  
30 Tenant shall not permit any liens to attach to the Building or Tenant's interest in the Premises as a result of any work  
31 performed by or at Tenant's request.  
32

## 33   **SECTION 8. UTILITIES AND SERVICES.**

34  
35           8.1    General. Tenant shall pay all charges for electricity, water, sewer, garbage, gas, telephone and  
36 other utility services furnished to the Premises during the Lease term and for all inspections, governmental fees and  
37 other like charges associated therewith. Landlord makes no representation or warranty whatsoever as to the types,  
38 quantities, availability or costs of any and all utility services for the Building  
39

40           Tenant shall comply with all Laws concerning the use or reduction of use of utilities in the Premises.  
41 Unless caused by the sole, active negligence of Landlord, interruption of any service or utility shall not render  
42 Landlord liable to Tenant for damages, relieve Tenant from performance of Tenant's obligations under this Lease or  
43 be deemed an eviction or disturbance of Tenant's use and possession of the Premises. Tenant shall install surge  
44 protection systems for power provided to the Premises, and Tenant releases Landlord from all liability for any  
45 damage caused by any electrical surge.  
46

## 47   **SECTION 9. SIGNS AND OTHER INSTALLATIONS.**

48  
49           So long as Tenant first obtains all governmental permits required therefore, Tenant may install such signs  
50 as deemed appropriate by Tenant on or attached to the Premises. All signs installed by Tenant shall comply with  
51 Landlord's standards for signs, if any, and all applicable governmental requirements. All signs and sign hardware  
52 shall be removed by Tenant, at Tenant's sole cost and expense, upon termination of this Lease with the sign  
53 location restored to its former state unless Landlord elects to retain all or any portion thereof. Tenant may not install

1 any alarm boxes, foil protection tape or other security equipment on the Premises without Landlord's prior written  
2 consent, which consent shall not be unreasonably withheld. Any material violating this provision may be removed  
3 and disposed of by Landlord without compensation to Tenant, and Tenant shall reimburse Landlord for the cost of  
4 the same upon request.  
5

#### 6 **SECTION 10. TENANT INDEMNITY.**

7  
8 10.1 By Tenant. Tenant shall indemnify, defend, and hold harmless Landlord and its managing agents  
9 and employees from any claim, liability, damage, or loss, or any cost or expense in connection therewith (including  
10 reasonable attorney fees), arising out of (a) any damage to any person or property occurring in, on or about the  
11 Premises, as the result of the negligence or willful misconduct of Tenant, its employees, contractors, agents or  
12 invitees, (b) use by Tenant or its agents, invitees or contractors of the Premises, and/or (c) Tenant's breach or  
13 violation of any term of this Lease. The provisions of this Section 10 shall survive the termination or expiration of this  
14 Lease.  
15

#### 16 **SECTION 11. EMINENT DOMAIN.**

17  
18 If any portion of the Building or a substantial portion of the Premises shall be permanently taken under any  
19 right of eminent domain, or any transfer in lieu thereof (the "Taking") and such taking renders the Premises in the  
20 reasonable opinion of Tenant and Landlord unsuitable for Tenant's use, then either party may terminate this Lease  
21 by giving thirty (30) days' prior written notice to the other party, and such termination shall be effective on the date  
22 possession of the Building, Premises or portion of either is delivered to the condemning authority. If this Lease is  
23 not so terminated, Landlord shall repair and restore the Premises as close as practicable to its condition prior to the  
24 Taking, and this Lease shall continue, but, commencing with the date on which Tenant is deprived of the use of any  
25 portion of the Premises or of any rights under this Lease, Base Rent shall be proportionately abated or reduced,  
26 based on the extent to which Tenant's use of the Premises is impaired. Any and all awards payable by the  
27 condemning authority in connection with a Taking shall be the sole property of Landlord; provided, however, that  
28 nothing contained herein shall prevent Tenant from prosecuting a separate claim for the value of its interest in the  
29 Premises, so long as that award does not diminish the award that Landlord would otherwise be entitled to as a result  
30 of the Taking.  
31

#### 32 **SECTION 12. FIRE OR CASUALTY.**

33  
34 12.1 Major Damage. In case of Major Damage to the Building, Landlord or Tenant may elect to  
35 terminate this Lease by notice in writing to the other party within thirty (30) days after such date. "Major Damage"  
36 shall mean damage to the Building by fire or other casualty (i) which causes any substantial portion of the Building to  
37 be unusable, or (ii) the repair of which will cost more than twenty-five percent (25%) of the replacement value of the  
38 Building (iii) or which is not required under this Lease to be covered by insurance. If neither Landlord nor Tenant  
39 terminates this Lease after any Major Damage, or if damage occurs to the Building which is not Major Damage,  
40 Landlord shall promptly restore the Building to the condition existing immediately prior to such damage, and this  
41 Lease shall continue in full force and effect. In the event of any damage to the Building by fire or other casualty,  
42 Tenant shall promptly repair and restore all tenant improvements or alterations installed or paid for by Tenant or pay  
43 the cost of such restoration to Landlord if Landlord performs such restoration. In the event the Building is damaged  
44 by any casualty, Rent shall be reduced in proportion to the unusable portion of the Building from the date of damage  
45 until the date restoration work to the Building is substantially complete.  
46

47 12.2 Waiver of Subrogation. Landlord and Tenant each hereby releases and waives any and all rights  
48 to recover from or proceed against the other party and its employees, agents and contractors, for loss or damage to  
49 any property of the releasing party or any person claiming through the releasing party arising from any cause  
50 required to be insured against by the releasing party under this Lease. Landlord and Tenant shall each cause their  
51 insurance policies to contain a waiver of subrogation provision consistent with the foregoing.  
52

#### 53 **SECTION 13. ASSIGNMENT AND SUBLETTING.**



1  
2 Tenant shall not assign or encumber its interest under this Lease or sublet all or any portion of the  
3 Premises without having first provided thirty (30) days' written notice to Landlord and thereafter obtained Landlord's  
4 written consent. Tenant shall deliver written notice of Tenant's desire to assign or sublet all or any portion of the  
5 Premises and such notice shall include a recent audited financial statement and a statement of the intended use for  
6 such proposed assignee or subtenant. Landlord's consent to assignment or subletting is at Landlord's sole  
7 discretion. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by  
8 this Lease, and no consent to one assignment or subletting shall be consent to any further assignment or subletting.  
9

10 Landlord may terminate this Lease by written notice to Tenant within ten (10) days of receipt of Tenant's  
11 proposal, and thereafter, deal directly with the proposed subtenant or assignee, or any other third party. Tenant may  
12 render void any notice of termination from Landlord by written notice to Landlord, withdrawing its proposed assignee  
13 or subtenant within ten (10) days of receipt of Landlord's termination notice. If Landlord consents to a proposed  
14 assignment or subletting, Tenant shall promptly pay to Landlord any net profit and the net value of all other  
15 consideration resulting from that transaction received by Tenant. Tenant shall reimburse Landlord for any costs  
16 incurred in connection with a proposed assignment or subletting, including reasonable attorney fees in an amount  
17 not to exceed \$ 10,000.00.

#### 18 **SECTION 14. DEFAULT.**

19  
20  
21 14.1 Events of Default. Each of the following shall be an Event of Default by Tenant under this Lease:  
22

23 14.1.1 Failure by Tenant to pay Rent or any other charge due under this Lease within ten (10)  
24 days after receipt of written notice from Landlord that the same is then due.  
25

26 14.1.2 Failure by Tenant to comply with any other obligation of this Lease within twenty (20)  
27 days following written notice from Landlord specifying the failure (except in the case of emergency, in which event  
28 Landlord shall only be required to give such notice as is reasonable under the circumstances); provided, however,  
29 that if the nature of Tenant's default requires more than twenty (20) days to correct, Tenant shall not be deemed in  
30 default of this Lease so long as Tenant commences the cure of such failure within such twenty (20)-day period and  
31 thereafter, proceeds in good faith and with all diligence to complete such cure as soon as possible but in no event  
32 later than ninety (90) days after the date of Landlord's notice of default.  
33

34 14.1.3 Tenant's abandonment of the Premises or failure by Tenant to occupy the Premises  
35 within twenty (20) days after notice from Landlord.  
36

37 14.1.4 Assignment or subletting by Tenant in violation of Section 13.  
38

39 14.1.5 Tenant's failure to execute and deliver to Landlord the documents described in Section  
40 18 or 22 within ten (10) days of written notice from Landlord.  
41

42 14.1.6 Tenant's insolvency, business failure or assignment for the benefit of its creditors.  
43 Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain  
44 dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a  
45 receiver for all or any portion of Tenant's properties or financial records.  
46

47 14.2 Remedies for Default. Upon the occurrence of an Event of Default described in Section 14.1,  
48 Landlord may exercise the following remedies as well as any other remedies at law or in equity, by statute or as set  
49 forth in this Lease:  
50

51 14.2.1 Landlord may terminate this Lease, reserving all rights to damages resulting from  
52 Tenant's breach. Whether or not Landlord terminates this Lease, Landlord may retake possession of the Premises  
53 and any relet or use of the Premises by Landlord shall not be deemed a surrender or waiver of Landlord's right to

1 damages. If Landlord retakes possession of the Premises, Landlord's mitigation efforts shall be deemed sufficient if  
2 Landlord follows commercially reasonable procedures and otherwise complies with Law.

3  
4 14.2.2 Tenant shall be liable to Landlord for all damages caused by Tenant's default, including,  
5 but not limited to, an amount equal to all unpaid and future Rent, Lease commissions incurred for this Lease, and the  
6 unamortized cost of all improvements to the Premises installed or paid for by Landlord. Landlord may periodically  
7 sue Tenant to recover damages as they accrue, and no action therefore shall bar a later action for damages  
8 accruing thereafter. Landlord may elect in any one action to recover both accrued damages as well as damages  
9 attributable to the remaining term of the Lease. Any damages attributable to the remaining term of the Lease shall  
10 be equal to the difference between the Rent under this Lease and reasonable rental value of the Premises (including  
11 Additional Rent) for the remainder of the term, discounted at the prevailing interest rate on judgments to the date of  
12 the judgment.

13  
14 14.3 Landlord's Right To Cure Default. Landlord may, but shall not be obligated to, make any payment  
15 or perform any obligation under this Lease that Tenant has failed to perform, as and when required hereunder.  
16 Tenant shall pay Landlord for all expenditures and costs incurred by Landlord in performing any obligation of Tenant,  
17 upon demand, with interest thereon at the rate of one percent per month (1%), but in no event at a rate in excess of  
18 that allowed by Law. Landlord's right to cure any Tenant default is for the sole protection of Landlord and in no event  
19 shall Tenant be released from any obligation to perform all of Tenant's obligations and covenants under this Lease.  
20 The contents of this Section shall not be deemed a waiver by Landlord of any other right that Landlord may have  
21 arising from any default of this Lease by Tenant, whether or not Landlord exercises its rights under this Section.

22  
23 14.4 Landlord's Default. Landlord shall not be deemed to be in default of the performance of any  
24 obligation required to be performed by it hereunder unless and until Landlord fails to perform such obligation within  
25 thirty (30) days after written notice by Tenant to Landlord specifying the nature of Landlord's alleged default;  
26 provided, however, that if the nature of Landlord's alleged default is such that more than thirty (30) days are required  
27 for its cure, then Landlord shall not be deemed to be in default if Landlord shall commence such performance within  
28 such thirty (30)-day period and thereafter diligently prosecute the same to completion.

## 29 30 **SECTION 15. NOTICES.**

31  
32 All notices, demands, consents, approvals and other communications provided for herein shall be invalid  
33 unless set forth in a writing and delivered by facsimile transmission, overnight air courier, personal delivery or  
34 registered or certified U.S. mail with return receipt requested to the appropriate party at its address as set forth in  
35 Section 1.2 for Tenant and Section 1.3 for Landlord.

36  
37 Addresses for notices may be changed from time to time by written notice to all other parties. Any  
38 communication given by facsimile transmission must be confirmed within forty-eight (48) hours by overnight air  
39 courier. If any communication is given by mail, it will be effective upon the earlier of (a) forty-eight (48) hours after  
40 deposit in the U.S. mail, with postage prepaid, or (b) actual receipt, as indicated by the return receipt; if given by  
41 facsimile, when sent; and if given by personal delivery or by overnight air courier, when delivered.

## 42 43 44 **SECTION 16. LANDLORD ACCESS.**

45  
46 After reasonable notice to Tenant, Landlord may enter upon the Premises with its passkey or other  
47 reasonable means to assess compliance with this Lease, perform required or necessary services, maintenance,  
48 repairs, alterations or services to the Building or the Premises, show the Premises to potential buyers of the Building  
49 and post appropriate notices, and during the last three months of the Lease Term, show the Premises to any  
50 potential future tenant. Except in case of emergency, all entry to the Premises shall be at times and in a manner so  
51 as to minimize interference with Tenant's use of the Premises.

## 52 53 **SECTION 17. CONVEYANCE BY LANDLORD**

1  
2 If the Premises is sold or otherwise conveyed by Landlord or any successor, so long as Tenant is not in  
3 default beyond any applicable cure period, Landlord shall cause such successor to recognize Tenant's rights  
4 hereunder, and Tenant shall attorn to the buyer or transferee and recognize that party as the landlord under this  
5 Lease. If the buyer or transferee assumes all obligations of Landlord under this Lease accruing thereafter, Landlord  
6 shall be deemed released of all further liability to Tenant under this Lease.  
7

#### 8 **SECTION 18. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE.**

9

10 Without further documentation, this Lease shall be subject and subordinate to any deeds of trust,  
11 mortgages, ground lease, master lease or land sale contracts and any amendment or modification thereof, now  
12 existing or hereafter recorded against the Premises (collectively, the "Encumbrances"). Tenant shall execute all  
13 documents reasonably requested by Landlord or the holder of an Encumbrance to confirm such subordination;  
14 provided, however, that this Lease shall only be subordinate to any future Encumbrance, or modification thereof, if  
15 the holder of that Encumbrance executes a non-disturbance agreement reasonably satisfactory to Tenant by which  
16 the holder of such Encumbrance recognizes Tenant's rights under this Lease unless Tenant is in default beyond any  
17 applicable cure period. If any Encumbrance is foreclosed, so long as the buyer at the foreclosure sale delivers to  
18 Tenant a written agreement recognizing Tenant's interest in this Lease, Tenant shall attorn to such buyer, and this  
19 Lease shall continue in full force and effect.  
20

#### 21 **SECTION 19. SURRENDER; HOLDOVER.**

22

23 Upon expiration or earlier termination of this Lease, Tenant shall surrender the Premises and the Building  
24 swept and free of debris, with carpeted areas vacuumed and in good and serviceable condition, subject to ordinary  
25 wear and tear. Tenant shall remove all of its personal property and any conduits, wiring, cables or alterations  
26 installed by Tenant and shall repair all damage to the Premises and the Building resulting from that removal. If  
27 Tenant fails to remove any such personal property or alterations, those items shall be deemed abandoned, and  
28 Landlord may remove or dispose of such items without liability to Tenant or others, and Tenant shall reimburse  
29 Landlord for the cost of such removal upon demand.  
30

31 If Tenant fails to surrender the Premises and remove all its personal property as set forth herein, Landlord  
32 may either: (i) recognize Tenant as a month-to-month tenant at sufferance and such tenancy shall be subject to all  
33 terms of this Lease, except that Rent shall be one hundred fifty percent (150%) of the total Rent for the last month  
34 being charged and all options or other rights regarding extension of the term or expansion of the Premises shall  
35 automatically terminate; or (ii) evict Tenant from the Premises and recover all damages resulting from Tenant's  
36 wrongful holdover.  
37

#### 38 **SECTION 20. HAZARDOUS MATERIALS.**

39

40 Neither Tenant nor Tenant's agents or employees shall cause or permit any Hazardous Material, as  
41 hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on,  
42 in, under, or about the Premises and Building, except reasonable quantities of cleaning supplies and office supplies  
43 necessary to or required as part of Tenant's business that are generated, used, kept, stored, or disposed of in a  
44 manner that complies with all laws regulating any such Hazardous Materials and with good business practices.  
45 Tenant covenants to remove from the Premises and the Building, upon the expiration or sooner termination of this  
46 Lease and at Tenant's sole cost and expense, any and all Hazardous Materials brought upon, stored, used,  
47 generated, or released into the environment by Tenant, its agents, employees or invitees during the term of this  
48 Lease. To the fullest extent permitted by law, Tenant hereby agrees to indemnify, defend, protect, and hold  
49 harmless Landlord, Landlord's managing agent and their respective agents and employees, and their respective  
50 successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses  
51 that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of  
52 Hazardous Materials by Tenant, its agents, employees or invitees on, in, or about the Premises and the Building  
53 which occurs during the term of this Lease. To the fullest extent permitted by law, Landlord hereby agrees to

1 indemnify, defend, protect and hold harmless Tenant, and its agents and employees and its respective successors  
2 and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses that arise  
3 during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous  
4 Materials by Landlord, its agents, employees, or contractors on, in or about the Premises and the Building. Tenant  
5 shall promptly notify Landlord of any release of Hazardous Materials in, on, or about the Premises or the Building  
6 that Tenant, or Tenant's agents or employees, becomes aware of during the Term of this Lease, whether caused by  
7 Tenant, Tenant's agents or employees, or any other persons or entities.  
8

9 As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste  
10 which is or becomes regulated by any local governmental authority, the state of Oregon or the United States  
11 government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined  
12 as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance,"  
13 "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos. The  
14 provisions of this Section 20, including, without limitation, the indemnification provisions set forth herein, shall  
15 survive any termination of this Lease.  
16

### 17 **SECTION 21. ATTORNEY FEES; WAIVER OF JURY TRIAL.**

18  
19 If suit or action is instituted in connection with any controversy arising out of this Lease, including any  
20 bankruptcy proceeding, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court  
21 may adjudge reasonable as attorney fees at trial and on all appeals or petition for review arising out of such suit or  
22 action. If Landlord engages a collection agency to pursue any delinquent amounts owed by Tenant, Tenant shall  
23 pay all collection agency fees charged to Landlord, in addition to all other amounts payable under this Lease.  
24 Disputes between the parties which are to be litigated shall be tried before a judge without a jury and by initialing  
25 below, Landlord and Tenant hereby expressly waive any right to require that any dispute under this Lease be heard  
26 before a jury.  
27

28 \_\_\_\_\_  
29 Tenant Initials

\_\_\_\_\_   
Landlord Initials

### 30 **SECTION 22. ESTOPPEL.**

31  
32  
33 At any time and from time to time upon not less than ten (10) day' prior notice from either party, the other  
34 party will execute, acknowledge and deliver to the requesting party a certificate certifying whether or not this Lease  
35 is in full force and effect and unmodified, if there are any modifications, that the Lease is in full force and effect as  
36 modified; that Tenant is in possession of the Premises; the dates to which Rent has been paid in advance and the  
37 amount of any Security Deposit or prepaid Rent; and such other matters as may be reasonably requested. If either  
38 party fails to deliver a requested certificate within the specified time, such failure shall conclusively establish that the  
39 party from whom the certificate was requested confirms that the Lease is in full force and effect, without modification  
40 except as may be represented by the requesting party. The parties agree that any such certificate may be relied  
41 upon by any existing or prospective holder of an Encumbrance or any prospective transferee of this Lease or the  
42 Premises.  
43

### 44 **SECTION 23. QUIET ENJOYMENT.**

45  
46 Landlord warrants that so long as Tenant complies with all terms of this Lease, that Tenant shall have quiet  
47 and peaceful possession of the Premises free of disturbance by Landlord or others claiming by or through Landlord.  
48

### 49 **SECTION 24. FORCE MAJEURE.**

50  
51  
52 If the performance by either party of any provision of this Lease is prevented or delayed by any strikes,  
53 lockouts, labor disputes, acts of God, government actions, civil commotions, fire or other casualty, or other causes

1 beyond the reasonable control of the party from whom performance is required, such party shall be excused from  
2 such performance for the period of time equal to the time of that prevention or delay.

3  
4 **SECTION 25. BROKERS.**

5  
6 Each party represents that except for the broker(s) identified in the Lease Terms, neither party has had any  
7 dealings with any real estate broker, finder or other person with respect to this Lease. Landlord shall pay a leasing  
8 commission to the party(s) identified in Section 1.18 in accordance with a separate agreement by and between  
9 Landlord and the specified broker(s). Landlord and Tenant each agrees to indemnify and hold the other party  
10 harmless from and against any and all costs, expenses or liability for commissions or other compensation or charges  
11 claimed by or awarded to any broker or agent resulting from a breach of the representation set forth above in this  
12 Section 25.

13  
14  
15 **SECTION 26. GOVERNING LAW.**

16  
17 This Lease shall be construed and interpreted and the rights of the parties determined in  
18 accordance with the laws of the state of Oregon (without reference to the choice-of-law provisions of Oregon law);  
19 provided further, that respect to matters of law concerning the internal corporate affairs of any corporate entity which  
20 is a party to or the subject of this Lease, and as to those matters, the law of jurisdiction under which such entity  
21 derives its powers shall govern.

22  
23 **SECTION 27. NONWAIVER.**

24  
25 No delay by either party in promptly enforcing any right or remedy set forth in this Lease shall be deemed a  
26 waiver thereof, and that right or remedy may be asserted at any time after the delaying party becomes entitled to the  
27 benefit of such right or remedy notwithstanding such delay.

28  
29 **SECTION 28. CAPTIONS.**

30  
31 The Section headings of this Lease are for descriptive purposes only and in no way define, limit or describe  
32 the scope, intent or meaning of this Lease.

33  
34 **SECTION 29. CONSENT.**

35  
36 Except where otherwise specifically provided in this Lease to the contrary, whenever a party's consent is  
37 required under this Lease, such party shall not unreasonably withhold its consent.

38  
39 **SECTION 30. LIMITATION ON LIABILITY.**

40  
41 Notwithstanding anything to the contrary in this Lease, except for the sole active negligence of Landlord  
42 and its agents and employees, Tenant hereby releases Landlord, its agents and employees from (i) damage to  
43 Tenant's property, (ii) damage arising out of the acts, including criminal acts, of third parties, (iii) consequential  
44 damages, and (iv) any damage, cause or matter that exceeds the value of Landlord's interest in the Premises.

45  
46 **SECTION 31. TIME OF THE ESSENCE AND HOLIDAYS.**

47  
48 Time is of the essence of each and every provision hereof. If the final date of any period of time set forth  
49 herein occurs on a Saturday, Sunday or legal holiday, then in such event, the expiration of such period of time shall  
50 be postponed to the next day which is not a Saturday, Sunday or legal holiday.

51  
52 **SECTION 32. COMPLETE AGREEMENT; NO IMPLIED COVENANTS.**

1 This Lease and the attached Exhibits and schedules, if any, contain the entire agreement of the Landlord  
2 and Tenant concerning the Premises, Building and Common Areas, and all prior written and oral agreements and  
3 representations between the parties are void. Landlord and Tenant agree that there are no implied covenants or  
4 other agreements between the parties except as expressly set forth in this Lease. Neither Landlord nor Tenant is  
5 relying on any representations of the other party except those expressly set forth herein.  
6

7 **SECTION 33. SUCCESSORS.**  
8

9 This Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and  
10 permitted assigns. IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this  
11 Lease:  
12

13 LANDLORD: Housing Authority of Clackamas County

TENANT: Beaver Creek Enterprises, Inc.

14 By: \_\_\_\_\_

By: \_\_\_\_\_

15 Title: \_\_\_\_\_

Title: \_\_\_\_\_

16 Date: \_\_\_\_\_

Date: \_\_\_\_\_

17  
18  
19 All of Tenant's obligations under this Lease are personally guaranteed by Steven A. and Brenda M. Morrow.  
20  
21  
22

23 \_\_\_\_\_

\_\_\_\_\_

24 Steven A. Morrow

Brenda M. Morrow

THIS DOCUMENT AND ANY ATTACHMENTS HERETO HAVE BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY COMMERCIAL ASSOCIATION OF BROKERS OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT AND ANY ATTACHMENTS HERETO AS TO LEGAL SUFFICIENCY OR TAX CONSEQUENCES. THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, EXHIBITS OR ADDENDA.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

October 11, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
**Andrew R. Naylor**  
**Jeff Heinrich**  
Assistants

APPROVAL OF A RESOLUTION ADOPTING CHANGED FEES  
FOR CLACKAMAS COUNTY COMMUNITY CORRECTIONS  
FOR FISCAL YEAR 2018-2019

<b>Purpose/Outcomes</b>	If approved, the approval of the attached resolution will be incorporated into County Code Appendix A, and will be effective immediately.
<b>Dollar Amount and Fiscal Impact</b>	Costs to implement the fee changes would be internal to the county involving staff time and resources.
<b>Funding Source</b>	Not applicable.
<b>Duration</b>	Fees will be effective immediately upon adoption.
<b>Previous Board Action</b>	Board approved other fees in June, 2018.
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Anja Mundy, County Counsel x 5396

**Background:**

All fees are reviewed annually by various departments and adopted in June for implementation on July 1 of that year. The attached resolution reflects changes to fees charged by Community Corrections that were not included in the approval of fees in June of this year.

The changes are to clean up the fees charged by Community Corrections and remove fees no longer charged. The only fee change is the Supervision fee which has increased pursuant to ORS 423.570.

**Recommendation:**

The staff respectfully recommends that the Board approve and sign the attached resolution adopting changed fees for Community Corrections for Fiscal Year 2018-2019.

Respectfully submitted,

Stephen L. Madkour  
County Counsel



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

A RESOLUTION OF THE CLACKAMAS  
COUNTY BOARD OF COUNTY  
COMMISSIONERS ADOPTING  
CHANGED COUNTY FEES FOR  
COMMUNITY CORRECTIONS  
FOR FISCAL YEAR 2018-2019



RESOLUTION NO. \_\_\_\_\_

NOW, THEREFORE; BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Section 1: Pursuant to Section 1.01.090 of the Clackamas County Code, the Board adopts the fees shown on the attachment which are incorporated by this reference.

Section 2: The Board hereby directs that the changes to fees shown on the attachment shall be included in Appendix A of the Clackamas County Code.

Section 3: The County shall charge all fees set by state or federal law. If such a fee is changed the County shall charge the new amount when it becomes effective.

Section 4: Pursuant to ORS 310.145, the Board classifies the fees adopted by this resolution as fees not subject to the limits of section 11b, Article XI of the Oregon Constitution.

Section 5: Effective Date. The changes to fees authorized by Section 1 of this resolution and shown on the attachments shall become effective immediately upon adoption.

DATED this 11<sup>th</sup> day of October, 2018.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

	A	B	C	D	E	F
1	Department/Division	AUTH. LEGISLATION	FEE SET BY ORS	ORS AUTH. FEE	CODE AUTH. FEE	FEE AMOUNT
2	COMMUNITY CORRECTIONS					
3	Probation Fees <b>Supervision Fee</b>	ORS 423.570		x (fee to be at least \$25		<del>\$35/mo</del> Casebank
4						<b>\$45/mo-Reg</b>
5	SUBSISTENCE:					
6	<del>County Work Release (CF,CSAP,IDC)</del> <b>Residential Treatment &amp; Counseling program participant charges</b>					
7	<b>Daily rate</b>	ORS 144.470	x			\$20/day
8	<del>Out of County Work Release (CF)</del>	<del>ORS 144.470</del>		*		<del>\$30.00</del>
9	<del>Intensive Drug Program (IDP)</del>	<del>ORS 144.470</del>		*		<del>\$7.00</del>
10	<del>SET UP FEE (If &lt; 30 days)</del>	<del>ORS 144.470</del>		*		<del>\$20.00</del>
11	<del>Liability Insurance (non federal work release)</del>	ORS 144.470	x			\$4 (one-time per admit)
12	Telephone charge	ORS 169.151	x			\$0.15/day
13	<del>FACILITY PHYSICAL</del> <b>Medical Exam</b>	ORS 169.150	x			<del>\$35.00</del> \$20 per visit
14	<del>ANTABUSE PHYSICAL/PRESC.</del>	<del>ORS 169.150</del>		*		<del>\$55.00</del>
15	<del>ANTABUSE LAB WORK</del>	<del>ORS 169.150</del>		*		<del>\$52.00</del>
16	<del>TB SKIN TEST IF NEEDED</del>	<del>ORS 169.150</del>		*		<del>\$25.00</del>
17	<del>TB CHEST X RAY IF NEEDED</del>	<del>ORS 169.150</del>		*		<del>\$74.50</del>
18	Community Service <b>Fee - set up</b>	Code §1.01.090			x	\$40 per sentence
19	<del>Client Mental Health Revenue (Comm service reset fee)</del> <b>Community Service Fee - reset</b>	Code §1.01.090			x	\$15.00 per reset appointment
20	<del>Probation Fee (processing fee for past due accounts)</del> <b>Dept. of Revenue process fee</b>	Code §1.01.090			x	\$50.00 per account
21	Compact Transfer Application	Code §1.01.090			x	\$50.00 per request
22	SUBSISTENCE:--	Federal Contract				
23	<del>Federal Work Release (BOP, PTS)</del>	<del>J279c-906 June 19, 2001- (Charge authorized by IGA, set by dept., approved by Board of Prisons)</del>			*	<del>\$100.00</del>
24	<del>Federal Home Confinement (ESP)</del>	<del>J279c-906 April 3, 2002- (Charge authorized by IGA, set by dept., approved by Board of Prisons)</del>			*	<del>\$50.00</del>



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October 11, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

**Second Reading of Ordinance No. 08-2018 Amending Chapter 7.03 of the  
County Code Pertaining to Gates Within the Public Right of Way**

<b>Purpose/Outcome</b>	To amend the Code to implement new policy related to gates within the public right of way
<b>Dollar Amount and Fiscal Impact</b>	No change
<b>Funding Source</b>	N/A
<b>Duration</b>	Permanent
<b>Previous Board Action/Review</b>	Policy Session- 8/7/18 First Reading- 9/27/18
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>Build public trust through good government</li> </ul>
<b>Contact Person</b>	Michael Bays, Survey Group Supervisor, (503) 742-4667 Nate Boderman, Assistant County Counsel, (503) 655-8364

Oregon Revised Statutes (ORS) 368.056 authorizes the Board of County Commissioners to issue permits to allow for the construction of a gate on a public road under the jurisdiction of the County. This authorization also includes the authority to "... impose any conditions or specifications on the permit it determines advisable to preserve the purposes of the public road".

Clackamas County Code Section 7.03.090(M) contains the County's existing regulations regarding the authorization of gates on public roads. Under the County Code, gates are to be allowed only under the most "extraordinary circumstances". The process for issuing gate permits under 7.03.090(M)(1) is as follows:

1. No person shall install or allow the presence of any gate that blocks access to a road right-of-way unless:
  - a. The person has made application to the Board, describing the reasons for construction of the proposed gate, and has paid the required application fee;

b. The Board has held a public hearing, and met the notice requirements in ORS 368.086, to give interested parties an opportunity to describe their concerns regarding construction of the gate; and

c. The Board has approved the placement of the gate and issued a permit for the gate's construction pursuant to ORS 368.056.

In the event a gate permit is issued, 7.030.090(M)(2)(c) limits the duration of the permit, which are renewable in five-year increments.

Department of Transportation and Development staff are asking the board to consider two changes to Clackamas County Code Section 7.03. The first change would add a requirement to 7.03.090(M)(1)(a) whereby 100% of those property owners that access from or adjoin the road right-of-way to be gated must provide consent as part of the application to the Board. This is being added to ensure those primarily affected by the proposal are aware of the application. The second change would remove the requirement in 7.03.090(M)(2)(c) that an approved gate permit be reviewed every five years. Instead, staff is requesting that authorized gate permits only be reviewed when there is a change of conditions which may warrant removal of the previously authorized gate.

The changes in this section of the county code reflect somewhat the road vacation process, which also requires consent from affected landowners and a hearing before the board (in certain circumstances). The change should also dissuade the installation of gates on public roads except in the most extraordinary circumstances, thus furthering the purpose of the County Code restrictions related to gate authorizations. Finally, these changes should help staff and the Board of County Commissioners use time more efficiently by only reviewing those gate proposals which are in line with the intent and purpose of 7.03.090(M).

In addition to the ordinance and code language changes that are attached to this report, staff has included documents that have been distributed to members of the public initiating the process to apply for a gate permit. If the Board adopts the changes proposed by staff, these documents that have been used in the past, along with the attached gate permit, would be updated to reflect the new policy.

## **RECOMMENDATION**

Staff recommends the Board of County Commissioners read the proposed ordinance by title only and proceed to adoption.

Sincerely,

Michael Bays  
Survey Group Supervisor  
Department of Transportation and Development

Attachments: Ordinance No. 08-2018 Amending Clackamas County Code Chapter 7.03

**ORDINANCE NO. 08-2018**

**An Ordinance Amending Chapter 7.03 of the Clackamas County Code Pertaining to Gates within the Public Right of Way**

WHEREAS, this matter coming before the Clackamas County Board of County Commissioners at its regularly scheduled public meeting on October 11, 2018 to consider changes to Chapter 7.03 of the County Code pertaining to gates within the public right of way.

WHEREAS, Chapter 7.03 of the County Code contains standards and requirements for the application by members of the public to install and maintain a gate that blocks access to a road right of way; and

WHEREAS, Chapter 7.03.090(M) of the County Code states that gates are allowed only under the most extraordinary circumstances; and

WHEREAS, to ensure those primarily affected by the proposal are aware of any gate application that could impact access to their property, Clackamas County desires to add a requirement to Chapter 7.03.090(M)(1)(a) whereby 100% of those property owners that access from or adjoin the road right-of-way to be gated provide consent as part of the application to the Board; and

WHEREAS, to increase efficiencies by only reviewing approved gate permits when there is a change of conditions which may warrant removal of the previously authorized gate, Clackamas County desires to remove the requirement in 7.03.090(M)(2)(c) that an approved gate permit be reviewed every five years; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Chapter 7.03 of the County Code is hereby amended as shown in Exhibit A, hereto attached.

**Section 2:** This ordinance shall be effective on January 9, 2019.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

# **TITLE 7**

## **VEHICLES AND TRAFFIC**

### **Summary**

<b>7.01 VEHICLE PARKING AND TOWING.....</b>	<b>1</b>
<b>7.02 OFF-ROAD VEHICLES.....</b>	<b>15</b>
<b>7.03 ROAD USE.....</b>	<b>17</b>
<b>7.04 OVER-DIMENSIONAL VEHICLE REQUIREMENTS.....</b>	<b>36</b>
<b>7.05 ADDRESSING AND ROAD NAMING.....</b>	<b>45</b>
<b>7.06 WAYS OF NECESSITY, TRANSFER OF JURISDICTION TO THE CIRCUIT COURT.....</b>	<b>65</b>

**TITLE 7**  
**VEHICLES AND TRAFFIC**

**Table of Contents**

**CHAPTERS**

<b>7.01 VEHICLE PARKING AND TOWING.....</b>	<b>1</b>
7.01.010    Definitions .....	1
7.01.020    Parking Restrictions Enforceable by Citation and Fine .....	1
7.01.030    Person in Violation, Affirmative Defense.....	2
7.01.040    Citation .....	3
7.01.050    Fines .....	3
7.01.060    Response to Citations .....	3
7.01.070    Violation Hearing Procedure.....	4
7.01.080    Towing Without Prior Notice.....	5
7.01.090    Reserved [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03].....	6
7.01.100    Reserved [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03].....	6
7.01.110    Notice After Tow.....	6
7.01.120    Vehicle Inventory and Report .....	7
7.01.140    Notice After Affixing Boot .....	10
7.01.150    Unidentifiable Vehicle .....	10
7.01.160    Request for Hearing.....	10
7.01.170    Hearing .....	11
7.01.180    When Tow or Boot Found Invalid .....	12
7.01.190    Reserved [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03].....	12
7.01.200    When Tow or Boot Found Valid.....	12
7.01.210    Payment of Towing Charges; Reasonableness .....	12
7.01.220    Lien for Towing Charges; Release of Vehicle .....	13

7.01.230	Sale of Vehicle .....	14
<b>7.02</b>	<b>OFF-ROAD VEHICLES.....</b>	<b>15</b>
7.02.010	Policy.....	15
7.02.020	Definitions .....	15
7.02.030	Operation of Off-Road Vehicles .....	15
7.02.040	System of Off-Road Vehicle Trails and Facilities .....	16
7.02.050	Penalties.....	16
7.02.060	Conformance with Law .....	16
<b>7.03</b>	<b>ROAD USE.....</b>	<b>17</b>
7.03.010	Purpose .....	17
7.03.20	Definitions .....	17
7.03.030	Compliance.....	19
7.03.040	Conflicting Requirements .....	19
7.03.050	Violation as Nuisance.....	20
7.03.060	Issuance of Violation Notice .....	20
7.03.070	Remedies .....	20
7.03.080	Penalties.....	20
7.03.090	Road Use Impediments – Prohibited Activity .....	20
7.03.095	Vacation Proceedings and Road Status Changes .....	24
7.03.099	Utilities’ Use of County Right of Way .....	26
7.03.100	Utility Placement Permits.....	28
7.03.110	Effective Period of Utility Placement Permits .....	28
7.03.120	Liability, Control and Responsibility for Utilities .....	29
7.03.130	Required Insurance and Performance Bond for Utility Work .....	30
7.03.200	Allocation of Costs Connected to Utility Placement .....	32
7.03.210	Protection of Survey Monuments in the Vicinity of Utilities .....	32
7.03.220	Maintenance and Operation of Utilities .....	<del>33</del> <b>3332</b>
7.03.230	Removal, Relocation or Repair of Utilities.....	33
7.03.240	General Requirements for Road Entry Permits.....	34
<b>7.04</b>	<b>OVER-DIMENSIONAL VEHICLE REQUIREMENTS..</b>	<b>36</b>
7.04.010	Purpose .....	36



7.04.020	Maximum Vehicle Lengths.....	36
7.04.030	Exceptions / Restricted Roads.....	36
<b>7.05</b>	<b>ADDRESSING AND ROAD NAMING .....</b>	<b>38</b>
<b>7.06</b>	<b>WAYS OF NECESSITY, TRANSFER OF JURISDICTION TO THE CIRCUIT COURT.....</b>	<b>46</b>

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## Chapter 7.01

### 7.01 VEHICLE PARKING AND TOWING

#### 7.01.010 Definitions

This chapter incorporates the definitions set out in the Oregon Vehicle Code (ORS chapters 801 to 822), or elsewhere in Oregon statutes, except:

- A. AUTHORIZED OFFICER means the Sheriff, any Sheriffs Deputy, or any other person expressly authorized by the Clackamas County Sheriff to issue parking citations or order vehicles towed under this chapter.
- B. VEHICLE means every device in, upon, or by which any person or property is, or may be, transported or drawn upon any street or highway, and includes any hulk or component thereof, including, but not limited to campers, recreational vehicles, motor homes, pickup trucks, pickup truck canopies, and trailers, except devices:
  - 1. Designed to be moved exclusively by human power; or
  - 2. Designed to be used exclusively upon stationary rails or tracks.
- C. BOOT means a device placed over the wheel of a vehicle which prevents the vehicle from being moved.
- D. HEARINGS OFFICER means the Parking and Towing Hearings Officer designated to hold hearings, make decisions and act on behalf of the Board of County Commissioners in accordance with this chapter.
- E. LAW ENFORCEMENT OFFICER means any police officer, sheriff, sheriff's deputy, medical examiner, deputy medical examiner, or probation officer.
- F. THE SHERIFF means the Clackamas County Sheriff, or any of the Sheriff's deputies or any person appointed by the Sheriff pursuant to ORS 204.635. [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]
- G. RESIDENTIAL AREA means an area zoned as an urban or rural residential district under section 300 of the Clackamas County Zoning and Development Ordinance. [Added by Ord. 02-2005, 8-17-05]
- H. COMMERCIAL AREA means an area zoned as a commercial district under section 500 of the Clackamas County Zoning and Development Ordinance. [Added by Ord. 02-2005, 8-17-05]
- I. INDUSTRIAL AREA means an area zoned as an industrial district under section 600 of the Clackamas County Zoning and Development Ordinance. [Added by Ord. 02-2005, 8-17-05]

#### 7.01.020 Parking Restrictions Enforceable by Citation and Fine

- A. No vehicle shall be parked, stopped, or left standing in violation of ORS 811.550 to 811.560, or 811.570 to 811.575.
  - B. No vehicle shall be parked upon any County roadway in a location within twelve feet of any mailbox used for pickup or delivery of the United States mail.
  - C. No trailer shall be parked upon any County highway unless it is attached to a motor vehicle by which it may be propelled or drawn. This paragraph shall not
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- apply to trailers which are disabled to such an extent that the driver cannot avoid temporarily leaving the disabled trailer on the highway, provided that the trailer must be removed within seven days. This paragraph also shall not apply to trailers owned or operated under authority of the State or County when necessary to perform work on the roadway.
- D. No vehicle shall be parked upon any County highway in violation of “No Parking” signs or markings, where the Director of the Clackamas County Department of Transportation and Development, or designee, authorizes such signs or markings,.
  - E. No vehicle shall be parked upon any County roadway adjacent to any yellow curb, where the Director of the Clackamas County Department of Transportation and Development, or designee, authorizes such curb.
  - F. No vehicle shall be parked upon any County roadway in a manner such that less than 18 feet of unobstructed roadway width is left available for the passage of other vehicles.
  - G. No vehicle shall be parked upon any County highway in a manner other than parallel to the roadway and facing in the direction of travel of the nearest travel lane unless specifically designated by signs or markings which are authorized by the Director of the Clackamas County Department of Transportation and Development, or designee.
  - H. No vehicle shall be parked in violation of ORS 811.615 (failure to display disabled parking permit), ORS 811.625 or 811.630 (unlawful use of disabled parking permit).
  - I. No vehicle shall be parked on any County highway for more than 72 hours without moving at least three vehicle lengths away.
  - J. No vehicle shall be parked where it is impeding or likely to impede the normal flow of vehicular, bicycle, or pedestrian traffic; where it is a hazard or is likely to be a hazard to vehicular, bicycle, or pedestrian traffic; or where it is obstructing the required width of a fire apparatus access road.
  - K. No vehicle shall be parked or operated on a highway when the vehicle registration as indicated by registration stickers or registration card has been expired for 90 days or more, the vehicle is required to be registered when operated on a highway, and the vehicle is parked or being operated on a County highway. [Codified by Ord. 05-2003, 7/13/00; Amended by Ord. 06-2003, 4/10/03]
  - L. No person shall use any vehicle or trailer to camp in or live in while parked upon a County roadway or highway in a residential area, commercial area, or industrial area. [Added by Ord. 02-2005, 5-19-05]

#### **7.01.030 Person in Violation, Affirmative Defense**

- A. A person commits the violation of illegal parking, stopping, or standing if:
    - 1. The person parks, stops, or leaves standing a vehicle in a place where such action is prohibited by this chapter; or
    - 2. The person is the owner of an unattended vehicle parked in a place where such parking is prohibited by this chapter.
  - B. An authorized officer who finds a vehicle standing upon a highway in violation
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of this chapter may move the vehicle, cause it to be moved, or require the driver or other person in charge of the vehicle to move it. The authority to take such action under this section is in addition to the authority granted under section 7.01.080.

- C. It is an affirmative defense to the prosecution of the owner of a vehicle under subsection A.2. of this section, that the owner did not authorize the use of the vehicle, either expressly or by implication.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]

#### **7.01.040 Citation**

- A. When any authorized officer finds a vehicle parked in violation of this chapter, the authorized officer may issue a citation to the owner or operator of the vehicle. The authorized officer issuing a citation shall:
1. If the operator is present, issue the citation to the operator; or
  2. If the operator is not present, affix one copy of the citation to the vehicle and mail another copy to the owner(s) or other person(s) who reasonably appear to have an interest in the vehicle within 72 hours, Saturdays, Sundays, and holidays excluded. Additional citations shall not be issued for the same violation on the same vehicle unless at least 24 hours have passed since the previous citation.
- B. The citation shall contain the following information:
1. A description of the specific violation alleged;
  2. The date, time and location of its occurrence;
  3. The amount of the fine for the violation alleged;
  4. That the fine must be paid or a hearing requested within 14 days, and that upon failure to do so within 14 days, opportunity for a hearing is forfeited, and the fine doubles;
  5. A form for either admitting the violation alleged and paying the fine, or denying the violation alleged, paying the equivalent bail, and requesting a hearing;
  6. The address to which the form should be sent; and
  7. The telephone number of the person or facility which may be contacted for information.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]

#### **7.01.050 Fines**

- A. Fines in an amount set by resolution of the Board of County Commissioners shall be assessed for each violation of Section 7.01.020.
- B. Each fine or the equivalent bail must be paid within 14 days of the date the citation is issued or the fine shall be doubled.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 06-2003, 4/10/03]

#### **7.01.060 Response to Citations**

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Upon receiving a citation under this chapter, the vehicle owner(s) or operator may:

- A. Within 14 days, deliver to the Sheriff the form provided with the citation, admitting the violation(s), forfeiting and paying the amount of the fine(s) indicated on the citation; forfeiture may be made by mail but must be actually received by the Sheriff within 14 days from the date of the citation; or
- B. Within 14 days, deliver to the Sheriff the form provided with the citation, denying all or part of the violation(s), and posting bail by paying a refundable deposit equivalent to the amount of fine(s) indicated on the citation; response may be made by mail, but must be actually received by the Sheriff within 14 days from the date of the citation.

Upon receipt of a denial, the Sheriff's Department shall inform the Hearings Officer, who shall set a hearing within 30 days of the Sheriff's receipt of the denial and bail, and shall notify the vehicle owner(s) and any other person who reasonably appears to have an interest in the vehicle; notification of the hearing date, time and place shall be mailed within 15 days of the Sheriff's receipt of the denial and bail.

- C. Failure to perform any part of either subsection A or B, including failure to respond within 14 days, shall be presumed an admission of the violation(s) cited, and the fine(s) shall be doubled.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]

#### **7.01.070 Violation Hearing Procedure**

- A. The hearing shall afford a reasonable opportunity for the person(s) requesting it to present evidence that the citation was invalid or unjustified.
  - B. The Hearings Officer may administer oaths and take the testimony of witnesses. The Hearings Officer may issue subpoenas in accordance with Oregon Rules of Civil Procedure 55, provided that subpoena requests be received in writing no later than 5 days before the scheduled hearing. If the person charged with the violation(s) requests a subpoena, the person shall pay a deposit for each witness in an amount set by resolution of the Board of County Commissioners. Witnesses appearing by subpoena shall be allowed the same fees and mileage as allowed in civil cases in circuit court, to be paid by the person requesting the subpoena.
  - C. A person who receives a citation may be represented by an attorney or other person at any hearing, provided that in the case of representation by an attorney, the person gives written notice to the Hearings Officer two days prior to the hearing so that the County may, at its discretion, arrange for representation by an attorney on its behalf.
  - D. If the Hearings Officer, after due consideration, determines that the violation(s) alleged has been established, then the Hearings Officer shall issue a decision that the citation is valid and make brief findings of fact, and shall order the person cited to pay the appropriate fine to the County general Fund. The decision and order may be oral and issued at the conclusion of the hearing, but in all cases must be recorded in the record of the hearing. The Hearings Officer will also determine
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the amount of witness fees to be paid out of any deposit, or refunded.

E. The decision of the Hearings Officer is final.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 06-2003, 4/10/03]

### **7.01.080 Towing Without Prior Notice**

The Sheriff may, without prior notice, order a vehicle towed when:

- A. Three or more parking citations have been issued for violations of sections 7.01.020 or 6.06.11, which have not been paid or contested within the time allowed by law;
  - B. The Sheriff has probable cause to believe that the vehicle operator is driving uninsured in violation of ORS 806.010;
  - C. The vehicle registration as indicated by registration stickers or registration card has been expired for 90 days or more, the vehicle is required to be registered when operated on a highway, and the vehicle is parked or being operated on a County highway;
  - D. The vehicle is parked on property owned, operated, or occupied by the County, other than highways or clearly designated public parking spaces, without express County permission;
  - E. A boot has been affixed to the vehicle for more than 10 days; fines, boot fee, or bail have not been fully paid, and a hearing has not been requested pursuant to section 7.01.160;
  - F. The Sheriff has probable cause to believe the vehicle is stolen;
  - G. The Sheriff has probable cause to believe that the vehicle or its contents constitute evidence of any offense, if such towing is reasonably necessary to obtain or preserve such evidence;
  - H. The vehicle was in possession of a person taken into custody by any law enforcement officer, and towing of the vehicle appears to the officer to be the most reasonable disposition of the vehicle which is available;
  - I. The vehicle alarm system disturbs, injures, or endangers the peace, quiet, comfort, repose, health or safety of the public or any person, if no other reasonable disposition of the vehicle can be made and the owner cannot be contacted by reasonable efforts;
  - J. The vehicle is impeding, or likely to impede, the normal flow of vehicular, bicycle, or pedestrian traffic; the vehicle or is a hazard or is likely to be a hazard to vehicular, bicycle, or pedestrian traffic; or the vehicle is obstructing the required width of a fire apparatus access road;
  - K. The vehicle is illegally parked in a conspicuously posted restricted space, zone, or traffic lane where parking is limited to designated classes of vehicles, or is prohibited in excess of a designated time period, or during certain hours, or on designated days, or is prohibited during a construction project defined by designated hours or days;
  - L. The Sheriff has probable cause to believe that the vehicle operator is driving while suspended or revoked in violation of ORS 811.175 or 811.182;
  - M. The Sheriff has probable cause to believe that the vehicle operator is operating a
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- vehicle without driving privileges, or in violation of license restrictions, in violation of ORS 807.010;
- N. The Sheriff has probable cause to believe that the vehicle operator, at or just prior to the time the Sheriff stops him or her, is driving under the influence of intoxicants in violation of ORS 813.010;
- O. The Sheriff has probable cause to believe that the vehicle operator, at or just prior to the time the Sheriff stops him or her, is speed racing on a County highway, in violation of ORS 811.125;
- P. The vehicle is parked, stopped, or left standing in any County park area after the daily closing time and before the daily opening time, or in violation of any “No Parking” signs or markings authorized by the Park Supervisor, or otherwise in violation of the Clackamas County Park Rules Chapter;
- Q. The Sheriff has probable cause to believe the driver of the vehicle has been fleeing or attempting to elude a police officer (ORS 811.540), and the vehicle is abandoned by the driver; or
- R. The Sheriff has probable cause to believe the driver of the vehicle has failed to perform the duties of a driver when property damaged or persons injured (ORS 811.700 or 811.705), and the vehicle is abandoned by the driver.
- [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]

**7.01.090        Reserved [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]**

**7.01.100        Reserved [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]**

**7.01.110        Notice After Tow**

After a vehicle has been towed under this chapter, notice shall be provided as set forth in ORS 819.180, which provides as follows:

**“ORS 819.180 Notice after removal; method; contents.** (1) If an authority takes custody of a vehicle under ORS 819.120, the authority shall provide, by certified mail within 48 hours of the removal, written notice with an explanation of procedures available for obtaining a hearing under ORS 819.190 to the owners of the vehicle and any lessors or security interest holders as shown in the records of the Department of Transportation. The notice shall state that the vehicle has been taken into custody and shall give the location of the vehicle and describe procedures for the release of the vehicle and for obtaining a hearing under ORS 819.190. The 48-hour period under this subsection does not include holidays, Saturdays or Sundays.

“(2) Any notice given under this section after a vehicle is taken into custody and removed shall state all of the following:

“(a) That the vehicle has been taken into custody and removed, the identity of the appropriate authority that took the vehicle into custody and removed the vehicle and the statute, ordinance or rule under which the vehicle has been taken into custody and removed.

“(b) The location of the vehicle or the telephone number and address of the appropriate authority that will provide the information.

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“(c) That the vehicle is subject to towing and storage charges, the amount of charges that have accrued to the date of the notice and the daily storage charges.

“(d) That the vehicle and its contents are subject to a lien for payment of the towing and storage charges and that the vehicle and its contents will be sold to cover the charges if the charges are not paid by a date specified by the appropriate authority.

“(e) That the owner, possessor or person having an interest in the vehicle and its contents is entitled to a prompt hearing to contest the validity of taking the vehicle into custody and removing it and to contest the reasonableness of the charges for towing and storage if a hearing is timely requested.

“(f) The time within which a hearing must be requested and the method for requesting a hearing.

“(g) That the vehicle and its contents may be immediately reclaimed by presentation to the appropriate authority of satisfactory proof of ownership or right to possession and either payment of the towing and storage charges or the deposit of cash security or a bond equal to the charges with the appropriate authority.”

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]

#### **7.01.120 Vehicle Inventory and Report**

- A. Every vehicle impounded by the Sheriff’s office shall have its contents inventoried as soon as practical after impoundment is ordered. An inventory of an impounded vehicle is not a search for evidence of criminal activity. The purpose of the inventory is:
1. To protect private property located within impounded vehicles;
  2. To prevent or reduce the assertion of false or spurious claims for lost or stolen property; and,
  3. To protect people and property from any hazardous condition, material, or instrumentality that may be associated with an impounded vehicle.
- B. Areas of an impounded vehicle to be inventoried shall include:
1. The entire passenger compartment including but not limited to:
    - a. Any pockets or storage areas found on doors or seats;
    - b. Any console areas between seats or in the dash;
    - c. Under floor mats and under seats;
    - d. Any other areas that are part of the vehicle and designed to store items.
  2. Hatchback areas;
  3. Glove boxes;
  4. Trunks;
  5. Car-top containers.
- C. Closed containers that are found within an impounded vehicle shall be inventoried as follows:
1. The following containers shall be opened and their contents inventoried:
    - a. Containers normally used to carry money and/or valuables.  
Examples include, but are not limited to; money bags, deposit
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- bags, purses, coin purses, wallets, billfolds, money belts, fanny packs, briefcases, and computer cases;
      - b. Clear containers. This includes any container the content of which can be viewed in whole or in part without opening the container; and
      - c. Containers that appear to contain hazardous or other materials imminently harmful to persons or property.
    - 2. Where a container is not otherwise subject to being opened, the deputy shall seek consent to open the container to inventory its content and shall inquire if the container contains any valuables. If proper consent is obtained or if the container is identified as containing valuables it shall be opened and the contents inventoried. Otherwise the container shall be listed in the inventory as a container with a description of its outward appearance.
  - D. Any locked compartment described in subsection B of this section or locked container subject to inventory under subsection C of this section shall be unlocked and inventoried if the keys are available and will be released with the vehicle to a third party towing company, or, an unlocking mechanism is located within the vehicle.
  - E. Any valuables and/or weapons found within an impounded vehicle shall be entered into an evidence locker for safe keeping unless returned to their owner.
  - F. Reports to be completed by deputy:
    - 1. Any items seized during an inventory (including; valuables, firearms, contraband, and evidence of criminal activity) shall be listed on a Property- In-Custody (PIC) report. A copy of the PIC report shall be given directly to the owner or operator of the vehicle, or, if such a person is not present, shall be left in a conspicuous place inside the vehicle and a copy shall be mailed to the registered owner of the vehicle.
    - 2. Regardless of whether any items are seized, a Property Evidence/Vehicle Inventory Report (PE/VI Report) shall be completed and signed by a deputy and given to the registered owner and to any other person(s) who reasonably appear(s) to have an interest in the vehicle. If no such person is present when the vehicle is towed, a copy of the report shall be left in a conspicuous place inside the vehicle and a copy shall be mailed to the registered owner of the vehicle. The PE/VI Report shall include:
      - a. The reason for the tow;
      - b. The name of the company towing the vehicle;
      - c. The name of the company or agency having custody of the vehicle for storage; and,
      - d. A list of the contents of the vehicle.
      - e. Responses to questions asked under subsection C(2).
  - G. Severability. If any clause or provision within this code section is declared unconstitutional or invalid for any reason, the remaining portion of this section shall remain in full force and effect and be valid as if the invalid portion had not been incorporated herein.
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- H. Nothing in this section shall be construed as limiting or restricting the authority of a deputy to engage in searches and seizures for purposes other than the inventory of impounded vehicles.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03; Amended by Ord. 06-2009, 12/18/08]

#### **7.01.130 Affixing Boot Without Prior Notice**

The Sheriff may, without prior notice, order a boot placed on a vehicle when:

- A. Three or more parking citations have been issued for violations of sections 7.01.020 or 6.06.11, which have not been paid or contested within the time allowed by law;
- B. The Sheriff has probable cause to believe that the vehicle operator is driving uninsured in violation of ORS 806.010;
- C. The vehicle registration as indicated by registration stickers or registration card has been expired for 90 days or more, the vehicle is required to be registered when operated on a highway, and the vehicle is parked or being operated on a County highway;
- D. The vehicle is parked on property owned, operated or occupied by the County, other than highways or clearly designated public parking spaces, without express County permission;
- E. The Sheriff has probable cause to believe the vehicle is stolen;
- F. The vehicle is parked on any County highway for more than 72 hours without being moved at least three vehicle lengths away;
- G. The vehicle is illegally parked in a conspicuously posted restricted space, zone, or traffic lane where parking is limited to designated classes of vehicles or is prohibited in excess of a designated time period, or during certain hours, or on designated days, or is prohibited during a construction project defined by designated hours or days;
- H. The Sheriff has probable cause to believe that the vehicle operator, at or just prior to the time the Sheriff stops him or her, is speed racing on a highway, in violation of ORS 811.125;
- I. The vehicle is parked, stopped, or left standing in any County park area after the daily closing time and before the daily opening time, or in violation of any “No Parking” signs or markings authorized by the Park Supervisor, or otherwise in violation of the Clackamas County Park Rules Chapter;
- J. The vehicle is parked in violation of ORS 811.615 (failure to display disabled parking permit), ORS 811.625 or 811.630 (unlawful use of disabled parking permit);
- K. The Sheriff has probable cause to believe the driver of the vehicle has been fleeing or attempting to elude a police officer (ORS 811.540), and the vehicle is abandoned by the driver; or
- L. The Sheriff has probable cause to believe the driver of the vehicle has failed to perform the duties of a driver when property damaged or persons injured (ORS 811.700 or 811.705), and the vehicle is abandoned by the driver.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]

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**7.01.140 Notice After Affixing Boot**

- A. After a boot has been affixed to a vehicle pursuant to this chapter, notice will be provided to the registered owner(s) and any other person(s) who reasonably appear to have an interest in the vehicle. Notice shall be provided by:
1. Affixing a notice to the vehicle; and
  2. Mailing a notice to the registered owner(s) and any other person(s) who reasonably appear to have an interest in the vehicle within 72 hours (Saturdays, Sundays, and holidays excluded) after the boot is affixed.
- B. The affixed notice and mailed notice shall state:
1. That a boot has been affixed to the vehicle;
  2. The address and telephone number of the person or facility that may be contacted for information on the fines and fees that must be paid before the boot will be removed and the procedures for obtaining the removal of the boot;
  3. That the boot will not be removed until payment of a fee in an amount set by the Board of County Commissioners to offset the County's costs in applying the boot ("boot fee") plus any unpaid, outstanding fines (or the equivalent bail);
  4. That a hearing may be requested to contest the validity of the placement of the boot; and the method of requesting a hearing, including the time within which a hearing must be requested; and
  5. That all fines and fees, or bail, must be paid, or a hearing requested, within 9 days after the boot is affixed, or the vehicle will be subject to tow.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 062-2003, 4/10/03]

**7.01.150 Unidentifiable Vehicle**

A notice otherwise required by this chapter is not required when:

- A. A vehicle required by law to display license plates does not display license plates, or displays plates registered to a vehicle not matching the subject vehicle, and the vehicle identification number is not visible or does not indicate the ownership of the vehicle after inquiry to the Oregon Motor Vehicles Division records; or
- B. The owner of the vehicle, or other person(s) with an interest in the vehicle, cannot be determined after inquiry to the licensing and registration agency of the state from which the license plates originate.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]

**7.01.160 Request for Hearing**

- A. Any person who has an interest in a vehicle subject to towing or booting under this chapter may request a hearing to contest the validity of the towing or booting. Any such person may also request a hearing to contest the reasonableness of the towing or storage charges, unless the person, or the owner, specifically requested
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- the tow or storage company used.
- B. The request for hearing must be in writing and must state the grounds upon which the person requesting the hearing believes the tow (or boot) to be invalid. The request for hearing must also contain such other information relating to the purposes of this chapter as the Hearings Officer may require.
- C. Such a request for hearing must be received by the Sheriff's Department within the following number of days:
1. If the hearing is to contest a citation, within 14 days from the issuance of the citation;
  2. If the hearing is to contest a tow without prior notice, within 14 days of the tow;
  3. If the vehicle has been booted, within 9 days of the date the vehicle was booted.
- D. The Hearings Officer will set and conduct an administrative hearing on the matter within 72 hours of receipt of a timely request for hearing (not including Saturdays, Sundays, or holidays), except in cases where the vehicle is not in custody because it has not yet been towed or has been reclaimed from the tow company. In such cases, the hearing will be set and conducted within 14 days of the date re request for hearing is received (excluding Saturdays, Sundays and holidays).

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]

#### **7.01.170 Hearing**

- A. Tow hearings shall afford a reasonable opportunity for the person(s) requesting them to demonstrate, by the statements of witnesses and other evidence, that the tow or placement of a boot is invalid, or that the towing or storage charges are unreasonable where the company was not specifically requested by the person or the owner.
- B. The towing and storage charges shall be presumed reasonable.
- C. The County shall have the burden of showing that the tow, or proposed tow, or the placement of the boot, was or would be, valid.
- D. The Office of the Parking and Towing Hearings Officer is hereby established. The Hearings Officer shall hold hearings on cases of disputed citations and tows, and act on behalf of the Board of County Commissioners in accordance with this chapter. The Hearings Officer shall be appointed by the Board of County Commissioners and serve at its pleasure. The Hearings Officer may establish necessary rules and regulations regarding the conduct of such hearings, consistent with this section.
- E. The decision of the Hearings Officer is the County's final decision.
- F. The owner(s) and any other person(s) who have an interest in the vehicle are entitled to only one hearing for each seizure of that vehicle.
- G. If the person requesting a hearing fails to appear at the hearing, the Hearings Officer may enter an order finding the tow or boot to be valid, and assessing towing and storage charges against the owner.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]

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**7.01.180 When Tow or Boot Found Invalid**

If the Hearings Officer finds the tow or boot was, or would be invalid, the Hearings Officer shall order:

- A. That the vehicle immediately be released if already towed, and any money paid by the person requesting the hearing for tow and storage charges to be returned to that person;
  - B. That the vehicle not be towed if it has not yet been towed; or
  - C. That the boot be removed from the vehicle if a boot has been affixed, and the boot fee waived; and
  - D. That appropriate disposition is made of any bail, which has been posted.
- [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]

**7.01.190 Reserved [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]****7.01.200 When Tow or Boot Found Valid**

If the Hearings officer finds the tow or boot to be valid, the Hearings Officer shall:

- A. Assess the amount of the fine under this chapter;
  - B. If the vehicle is still booted or held, order that it continue to be booted or towed to storage or held until all charges, fines, and fees have been paid, or until County ordinances or State statutes allow for further disposition or sale;
  - C. If the vehicle is subject to towing after prior notice, order the vehicle to be towed and impounded until all fines, fees and charges have been paid, or until ordinances and statutes allow for other disposition; and
  - D. Order appropriate disposition of any bail, which has been posted.
- [Codified by Ord. 05-2003, 7/13/00; Amended by Ord. 06-2003, 4/10/03]

**7.01.210 Payment of Towing Charges; Reasonableness**

- A. If the Hearings Officer finds the towing or booting was valid, or if the validity of the tow cannot be challenged because prior notice was given and no hearing was requested in a timely manner, s/he shall determine whether the towing and storage charges are reasonable, and order that the towing and storage charges be paid:
    1. By the person requesting a hearing, or other person claiming possession of the vehicle, to the extent the charges are reasonable; and
    2. By the County or the tow company to the extent the charges are unreasonable.
  - B. If the Hearings Officer finds the towing or booting was invalid, s/he shall determine whether the towing and storage charges are reasonable, and order that the towing and storage charges be paid by the County or the towing company.
  - C. The Hearings Officer shall not order that the towing or storage charges be paid by the County in any case where the State Police have ordered the vehicle towed and then transferred authority over the vehicle to the County under ORS 819.140
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(1)(a).

- D. Payments already made to tow or to storage companies may be offset or reimbursed in appropriate cases.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]

#### **7.01.220 Lien for Towing Charges; Release of Vehicle**

- A. Any person who tows or stores any vehicle pursuant to this chapter shall have a lien on the vehicle and its contents, in accordance with ORS 87.152, for the just and reasonable charges for the tow and storage services performed. The person may retain possession of the vehicle, consistent with law, until towing and storage charges have been paid.
- B. A towed or booted vehicle and its contents must be immediately released to the person(s) entitled to lawful possession once the following obligations are satisfied:
1. Payment of towing and storage charges;
  2. Payment of outstanding fees, fines or the equivalent bail (including but not limited to fines under chapter 6.06 and 7.01);
  3. Proof of liability insurance covering the vehicle, if the vehicle was towed for the operator's failure to have liability insurance;
  4. Proof of registration, if the vehicle was towed for expired registration;
  5. Proof of ownership, a valid driver's license, and liability insurance covering the vehicle, if the vehicle is towed for any of the following:
    - a. Driving while suspended or revoked;
    - b. Driving without driving privileges or in violation of license restrictions;
    - c. Driving under the influence of intoxicants;
    - d. Speed racing on highway;
    - e. Fleeing or attempting to elude a police officer; or
    - f. Failure to perform the duties of a driver; and
  6. A release by the responsible officials of the Sheriff's Office or District Attorney's Office of a vehicle impounded as evidence, when it is no longer needed as evidence.
- C. If towing and storage charges and outstanding fees, fines, or the equivalent bail have not been paid, a vehicle will not be released, except upon order of the Hearings Officer.
- D. A vehicle towed or booted pursuant to this chapter may only be released to the owner, or to the person who was lawfully in possession or control of the vehicle at the time it was towed or booted, or to a person who purchased it from the owner and who produces written proof of ownership. In all cases, adequate evidence of the right to possession of the vehicle must be presented prior to release.
- E. If a vehicle has been towed by order of the Sheriff, or if authority over a towed vehicle has been transferred to the Sheriff, the person claiming the vehicle shall pay to the Sheriff's Department an administrative fee in an amount set by resolution of the Board of County Commissioners in order to obtain release of the vehicle.
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- F. If a vehicle has been towed for driving uninsured, driving while suspended or revoked, driving without driving privileges or in violation of license restrictions, or for violation of ORS 809.715 or 809.720, the person claiming the vehicle shall pay to the Sheriff's Department an administrative fee in an amount set by resolution of the Board of County Commissioners in order to obtain release of the vehicle.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 5-2003, 3/13/03; Amended by Ord. 06-2003, 4/10/03]

#### **7.01.230 Sale of Vehicle**

- A. Any vehicle that is not reclaimed within the time allowed by law may be sold, provided however that if a hearing or decision of the Hearings Officer is pending, the vehicle shall not be sold until 7 days after a decision is rendered. The contents of any vehicle are subject to the same conditions of sale as the vehicle in which they were found. A vehicle is not "reclaimed" until the owner(s) or other person(s) entitled to possession of the vehicle has fully paid all required fines, fees, and charges, and provided such other documentation as is required under this chapter.
- B. Vehicles to be sold shall be sold:
1. At public auction in the manner provided in ORS 87.172 to 87.206 (60 days to reclaim); or
  2. Vehicles appraised at a value of \$1,000 or less, may be sold under the provisions of ORS 819.220 (15 days to reclaim); or
  3. Abandoned vehicles appraised at a value of \$500 or less, may be disposed of as provided in ORS 819.215 (15 days to reclaim).
- C. The proceeds of such sale or disposition will be first applied to payment of the cost of such sale and expense incurred in the preservation and custody of such vehicles and the balance, if any, will be credited to the General Fund of the County.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2003, 4/10/03]

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## Chapter 7.02

### 7.02 OFF-ROAD VEHICLES

#### 7.02.010 Policy

The Board has determined that off-road vehicles can provide appropriate, useful and energy-efficient alternatives to automobiles when properly operated, but that the unregulated use of such vehicles is a public nuisance to the people of Clackamas County and causes damage to and deterioration of the environment, detrimental to the health, safety and welfare of the people.

[Codified by Ord. 05-2000, 7/13/00]

#### 7.02.020 Definitions

- A. For the purposes of this chapter, unless the context requires otherwise, the following terms are defined as follows:
1. NON-ROAD AREAS--any area that is not a road, or a road which is closed to off-road vehicles and posted as such; except those areas commonly held open to vehicular use, such as parking lots and race tracks, shall not be considered off-road areas;
  2. OFF-ROAD VEHICLE--every self-propelled motor vehicle designed for, or capable of, traversing on or over natural terrain, including but not limited to: snowmobiles, mini-bikes, motorcycles, four-wheel drive trucks, pickups, all terrain vehicles, jeeps, half tracks and helicopters. The definition of off-road vehicles does not include, unless used for purposes prohibited by this chapter, implements of husbandry; nor does it include military, fire, emergency or law enforcement vehicles used for legal purposes;
  3. ROAD--every public way, thoroughfare, road, street, or easement within the county used, or intended for use, by the general public for vehicular travel;
  4. SHERIFF--Clackamas County Sheriff, and his/her duly authorized representatives and deputies.

[Codified by Ord. 05-2000, 7/13/00]

#### 7.02.030 Operation of Off-Road Vehicles

- A. It shall be unlawful for any person to operate an off-road vehicle on any non-road area which the operator does not own, unless:
1. The operator possesses written permission from the owner, contract purchaser, or lessee of the non-road area;
  2. The operator possesses written evidence of membership in a club or association to which the owner, contract purchaser, or lessee of the non-road area has given written permission, and a copy of which has been filed



- with the Sheriff;
  - 3. The owner, contract purchaser, or lessee of the non- road area has designated the non-road area as open for recreational purposes in accordance with ORS 105.655 to 105.680 by filing such consent and other information necessary to identify the area with the Sheriff; or
  - 4. The owner, contract purchaser or lessee has designated the non-road area as being open to off-road vehicle use by posting notice thereof in a form and manner prescribed by the sheriff.
- B. It shall be unlawful for any person to:
- 1. Falsify the written permission required by subsection A 1 of this Section;
  - 2. Falsify the evidence of club or association membership or the written permission required by subsection A 2 of this Section;
  - 3. Falsify the filing or consent required by subsection A 3 of this Section; or
  - 4. Post the notice, or remove the posted notice, required by subsection A 4 of this Section without the consent of the owner, contract purchaser, or lessee.

[Codified by Ord. 05-2000, 7/13/00]

#### **7.02.040 System of Off-Road Vehicle Trails and Facilities**

The Board of County Commissioners may develop, maintain and regulate facilities for the enjoyment of off-road vehicles, and shall conspicuously post such areas as off-road vehicle areas.

[Codified by Ord. 05-2000, 7/13/00]

#### **7.02.050 Penalties**

- A. It shall be a violation of County law for any person to violate this chapter.
- B. Such a violator may be prosecuted by the County in the name of the people of the County, or may be redressed by a civil action, suit, or proceeding brought by the County. The Sheriff may arrest such person when he/she is found in the act of operating an off-road vehicle in violation of this chapter; the Sheriff may issue a citation in accordance with ORS 133.070 in lieu of exercising custody of the operator.
- C. A fine in an amount set by resolution of the Board of County Commissioners shall punish any person convicted of a violation of this chapter.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 5-2003, 3/13/03]

#### **7.02.060 Conformance with Law**

This chapter shall not be a substitute for or eliminate the necessity of conformity with any and all State laws, rules and regulations, and other chapters or ordinances, which are now or may be in the future, in effect, which relate to the activities herein regulated.

[Codified by Ord. 05-2000, 7/13/00]

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## Chapter 7.03

### 7.03 ROAD USE

#### 7.03.010 Purpose

This Chapter shall govern:

- A. Road use impediments, entrances, utility placements, and other activities within the right-of-way of County roads, local access roads, and public roads;
- B. Activities on private property which impact the safe use of these roads; and
- C. Vacation proceedings and road status changes.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 01-2003, 1/23/03]

#### 7.03.20 Definitions

- A. APPLICANT/OWNER – Shall mean the corporation, cooperative, company, firm, business, partnership, individual or individuals whose name and signature appear on a utility permit and to whom the permit is issued. The applicant/owner is presumed to have permanent care and maintenance of the utility.
  - B. BOARD – Shall mean the Board of Commissioners of Clackamas County.
  - C. CABLE/WIRE – Shall mean any and all aerial pole lines and direct buried cables and conduit protected cable.
  - D. CLEAR ZONE – Shall mean the area outside the traveled portion of the roadway that is available for safe use by errant vehicles, vehicles forced off the roadway, and pedestrians avoiding traffic when necessary. The clear zone may extend outside the right-of-way. See Clackamas County Roadway Standards.
  - E. COUNTY ROAD – See “ROAD/ROADWAY”.
  - F. COUNTY ROAD OFFICIAL (“Road Official”) – As used in Chapter 368 and defined in ORS 368.001(2) shall refer to the Director of DTD. Any authority granted to or act required or permitted by the Road Official by statute may be exercised or done by the Director. Subject to approval by the County Administrator, the Director may adopt written policies designating employees of DTD that are authorized to act as the Road Official for specified purposes. (Amended by Ord. 02-2009, 3/5/09)
  - G. CULVERT – Shall mean storm sewer pipe used for conveying storm water within the road right-of-way, and meeting the specifications of the Clackamas County Roadway Standards.
  - H. DTD – Shall mean the Clackamas County Department of Transportation and Development.
  - I. ENTRY PERMIT – Shall mean that written permission granted by the Road Official or designee in accordance with ORS 374.305-374.325. This written permission allows an applicant to place, build, or construct an entry, approach road, structure, culvert, ditch, or other facility, thing, or appurtenance on the right of way, or substantially alter a facility, thing or appurtenance, or change the
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- manner of using the entry or approach road.
- J. FACILITY – Shall mean any and all cables, wires, conduits, pipe lines, pedestals and/or related appurtenances placed on or beneath the ground and authorized by a County issued permit.
- K. FIXED OBJECT – Shall mean any natural or man-made object, including vegetation, that could potentially cause harm to an errant vehicle or its’ occupants. ”Vegetation” specifically includes trees greater than 6 inches in diameter, among other things.
- L. GATES – Shall mean any framework or structure that can be opened or closed, placed or installed in the right-of-way for the purpose of controlling or restricting the public travel.
- M. INTERSECTION SIGHT DISTANCE (ISD) – See the Clackamas County Roadway Standards.
- N. LOCAL ACCESS ROAD – See “ROAD/ROADWAY”.
- O. MUTCD – Shall mean the Manual on Uniform Traffic Control Devices in its most recent Oregon adopted edition and Oregon adopted supplements.
- P. ORS - Shall mean Oregon Revised Statutes.
- Q. PERSON – Shall mean and include individuals, cooperatives, corporations, associations, firms, partnerships, joint stock companies, trusts and estates, municipalities, and any other legal entities whatsoever.
- R. PIPE LINE – Shall mean any and all pipe lines, hydrants, valve boxes, manholes, and/or related appurtenances authorized by the issuance of a permit.
- S. POLE LINE – Shall mean any and all poles, wires, guys, anchors, and/or related appurtenances authorized by the issuance of a permit.
- T. PRIVATE ROADWAY – Shall mean a roadway on private property, maintained with private funds, generally considered to provide practical and legal access to more than one parcel of property.
- U. ROAD/ROADWAY – See ORS 368. For purposes of this chapter, all of the following are “roads”:
1. PUBLIC ROADS: See ORS 368.
  2. COUNTY ROADS: See ORS 368.
  3. LOCAL ACCESS ROADS: See ORS 368.
- V. ROAD OFFICIAL - See "COUNTY ROAD OFFICIAL".
- W. RIGHT-OF-WAY (ROW) – Shall mean a legal use or right of passage, given to the public, over a strip of ground under the jurisdiction of county, state, or federal agencies.
- X. TRAFFIC CONTROL DEVICE – See ORS 801.540.
- Y. TRAIL – Shall mean any easement over land that is not part of a road right-of-way and does not provide motor vehicle access of the type provided by a road, but which permits travel between places. For the purpose of this chapter, a trail must be under the sole jurisdiction of Clackamas County, and must be an easement over which the public has a right of non motor vehicular use. (A change in use from a road to a trail shall not change the designation of any easement as road right of way.)
- Z. TRAVELED PORTION OF THE ROADWAY – Shall mean those areas used by and accessible to vehicles and pedestrians, including paved shoulders and bike facilities, and shall also include sidewalks or other pedestrian facilities.
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- AA. UTILITY – Shall mean privately, publicly or cooperatively owned line, network, or system for communications, cable television, power, electricity, light, heat, gas, oil, crude products, potable water, surface water or storm water, steam, waste water not connected with roadway drainage, or any other similar commodity, including any fire or police signal system, or street lighting system, which directly or indirectly serves the public. The term utility shall also mean the utility company inclusive of any substantially owned or controlled subsidiary. For the purposes of this ordinance, the term includes those utility-type facilities owned or leased by a government agency for its own use, or otherwise dedicated solely to governmental use. The term utility includes facilities and appurtenances used solely by the utility that are a part of its operation.
- BB. UTILITY PERMIT – Shall mean the written permission granted by the Road Official or designee in accordance with ORS 374.305-374.325. This written permission provides for the lawful construction of aerial pole lines, buried cables, pipe lines, and miscellaneous utility operations, and may include special permit provisions if deemed necessary by the Road Official.
- CC. VIOLATION – Shall mean an activity that does not comply with the requirements of this chapter.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 01-2003, 1/23/03; Amended by Ord. 02-2009, 3/5/09; Amended by Ord. 07-2012, 7/26/12]

### **7.03.030 Compliance**

Every person shall comply with the requirements of this chapter in the location, construction, and alteration of any approach road, driveway, underground utility or any other facility, road use impediment, thing or appurtenance on or in the right-of-way of any County road, local access road, or public road under the jurisdiction of Clackamas County.

The Road Official or the Board may take any action deemed to safeguard the best interests of the traveling public, regardless of the provisions of this Chapter. This specifically includes the authority to erect gates when necessary to safeguard a public interest, without seeking a permit.

[Codified by Ord. 05-2000, 7/13/00; Amended Ord. 01-2003, 1/23/03; Amended by Ord. 07-2012, 7/26/12]

### **7.03.040 Conflicting Requirements**

The provisions of this chapter are minimum requirements. Where this chapter imposes a greater restriction than is imposed or required by other provisions of law, rules, regulations, resolutions, easements, covenants or other agreements between parties, the provisions of this chapter shall control. Where other provisions of law are more restrictive than this chapter, the more restrictive provision shall control.

[Codified by Ord. 05-2000, 7/13/00]

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**7.03.050 Violation as Nuisance**

A violation of this chapter is hereby declared to be a public nuisance and shall continue to be a nuisance until the offending road use violation is brought into compliance with this chapter.

[Codified by Ord. 05-2000, 7/13/00]

**7.03.060 Issuance of Violation Notice**

The Road Official or the Road Official's designee may issue violation notices. If issued, such notices shall give a brief description of the violation and shall be served upon the person responsible for the offense. The notice shall also contain:

- A. The contact information for the County department and division issuing the violation,
- B. The date the violation was issued, and
- C. A statement that failure to correct the violation or to contact the appropriate County department within a specified time period, may result in civil or Compliance Hearings Officer proceedings to abate the nuisance.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2012, 7/26/12]

**7.03.070 Remedies**

In addition to any other remedies provided by law, if the violation has not been corrected within a minimum of ten (10) days after a violation notice is received, the County may refer the matter to the Compliance Hearings Officer for enforcement under the Compliance Hearings Officer Chapter or institute injunction, mandamus, abatement or other appropriate proceedings to prevent, temporarily or permanently enjoin, abate, correct or remove the installation which is in violation of the requirements of this chapter. These remedies shall exist in addition to all other remedies provided by law.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2012, 7/26/12]

**7.03.080 Penalties**

Violation of the provisions of this chapter may be sanctioned in any manner provided for by law, including, but not limited to:

- A. For violations of Sections 7.03.090 – 7.03.230, by imposing civil penalties in the amounts authorized under ORS 203.065(1).
- B. For violations of Sections 7.03.240 – 7.03.290, by imposing civil penalties in an amount to be set by the Board and as determined by the Compliance Hearings Officer.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 5-2003, 3/13/0; Amended by Ord. 07-2012, 7/26/12]

**7.03.090 Road Use Impediments – Prohibited Activity**

- A. Potential Hazards – No person shall allow any of the following things to exist on
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- any portion of the road right-of-way that abuts property s/he owns or occupies, including sidewalks, if it could create a potential hazard in the opinion of the Road Official:
1. Earth;
  2. Rock;
  3. Vegetation;
  4. Structures;
  5. Objects;
  6. Debris;
  7. Anything that may cause a potential hazard to the public in their use of a sidewalk or other facility intended for pedestrians, including, but not limited to:
    - a. Vertical displacements on the surface greater than 1/2" or vertical displacements between 1/4" and 1/2" not beveled with a slope of 50 percent or less across the entire vertical displacement.
    - b. Cracks or disrepair.
- B. Visual Impediments to Safe Road Use – No person shall allow any of the following things to exist on or in the road right-of-way, including intersecting corners, that abuts property s/he owns or occupies, or on property that abuts a road, or in the airspace above a road, if the thing obstructs the view necessary for safe operation of motor vehicles upon the road, or if it causes potential danger to the public that uses the road:
1. Trees;
  2. Shrubs;
  3. Hedges;
  4. Any vegetation;
  5. Projecting overhanging limbs of vegetation;
  6. Temporary or permanent structures;
  7. Fences;
  8. Berms;
  9. Natural or man-made objects.
- The view necessary for safe use of the road by the public shall be described in the Clackamas County Roadway Standards..
- C. Impediments that Compromise Clear Zone – No person shall allow any fixed object to exist within the road right-of-way, or on property that abuts a road that person owns or occupies, or in the airspace above a road if it compromises the clear zone criteria of the Clackamas County Roadway Standards.
- D. Obstruction of Official Traffic Control Device –
1. No person shall allow any of the following things to exist within the road right-of-way, or on property that abuts a road that person owns or occupies, or in the airspace above a road in a manner that wholly or partially obstructs the visibility of an official traffic control device from a distance of 200 feet:
    - a. Vegetation;
    - b. Overhanging or projecting limbs;
    - c. Permanent or temporary structures;
    - d. Fences;
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- e. Berms;
  - f. Natural or man-made objects.
2. When the traffic control device is a “Stop” sign, a “Yield” sign, or a traffic control signal, nothing shall obstruct its visibility from the distance described in the MUTCD, if that distance is greater than the 200 feet necessary for other traffic control devices under) D 1 of this subsection.
- E. Flow of Water Impeding Safe Use of traveled portion of the roadway. No owner or lawful occupant of property abutting any road shall allow water to overflow, seep or otherwise discharge into the traveled portion of the roadway that abuts their property, if the water creates a nuisance condition or impedes the safe use of the traveled portion of the roadway. The source of the water flow shall be irrelevant to liability under this subsection.
- F. Prohibition Against Blocking Drainage or Traveled Portion of the Roadway – No person shall allow any soil, rock, earthen material, dirt, bark dust, compost or similar processed vegetative material to erode, flow, discharge or otherwise be placed or deposited in the traveled portion of the roadway, or to block any drainage system within the road right-of-way.
- G. Regulation of Basketball Hoops, Skate Board Ramps & Cycle Ramps –
1. No person shall allow the following to exist on or in the road right-of-way, or on property abutting a road, if its placement encourages approach from, or use in conjunction with the road right-of-way:
- a. Basketball hoop;
  - b. Skateboard ramp;
  - c. Cycle ramp;
  - d. Any other thing or structure capable of being used from the road right-of-way.
2. Notwithstanding the prohibition set forth above, a basketball hoop, backboard and supporting structure may be located on dead-end local residential streets and local residential streets having expected traffic volumes of less than 250 vehicles per day, if all of the following conditions apply:
- a. The basketball hoop is no closer than 150 feet from any street intersection.
  - b. Sight distance to the basketball hoop for approaching vehicles must not be less than 150 feet.
  - c. No portion of the basketball hoop shall be located closer than 20 feet from an adjacent property line.
  - d. In no case shall court markings be placed on the roadway.
  - e. In no case shall the basketball hoop be used between the hours of 10 PM and 7 AM.
- H. Regulations for Mail boxes, Newspaper Boxes, Other Receptacles – No person shall allow any mail box, newspaper box or other receptacle to exist on the road right-of-way unless it conforms to the safety standards outlined in the most recent editions of the AASHTO Roadside Design Guide, the clear zone standards of the County Roadway Standards, or the standards of the United States Postal Service.
- I. Regulations for Portable Storage Containers – No person shall allow the
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placement of a portable storage container within the traveled portion of the roadway or within the clear zone.

- J. Regulations for Roadside Memorials –
1. A roadside memorial may be authorized pursuant to Clackamas County's Roadside Memorial policy;
  2. Unauthorized roadside memorials may be removed if:
    - a. The roadside memorial is a safety hazard in the opinion of the Road Official;
    - b. The roadside memorial creates a safety/operational/productivity issue for Transportation Maintenance personnel and/or equipment in the opinion of the Road Official, or;
    - c. The County receives a complaint regarding the unauthorized roadside memorial.
  3. If an unauthorized roadside memorial is to be removed, DTD will attempt to contact the person responsible for the roadside memorial. If contact is made with the person, 14 days will be provided to allow for removal. After a minimum of 14 days, DTD may remove the roadside memorial.
- K. Regulations for Written or Graphic Displays – No person shall post, paste, paint, brand or otherwise place or attach notices, signs, pictures, advertisements, cards, posters, bills, notices or any other form of written or graphic display to any building, fence, gate, bridge, tree, rock, board, structure, utility pole, traffic control device or its supporting structure, or anything whatever within the road right-of-way unless it is authorized under ORS 368.942–368.960.
- L. Regulations on Obstructing View by Vending or Advertising Merchandise – No person shall allow the following things to be present on the traveled portion of the roadway or on property abutting a road, if it could obstruct the view of, or cause danger to, persons who use the road:
1. Any vehicle that facilitates vending or merchandise sales;
  2. Any object or structure that facilitates vending or merchandise sales;
  3. Any object or structure that advertises, sells or offers merchandise for sale;
  4. Any utility trailer;
  5. Any recreational vehicle;
  6. Any mobile or modular home.
- M. Prohibition of Gates on Roads – Public roads are open to the traveling public and should not be gated. Only under the most extraordinary circumstances will a gate be allowed. When extraordinary circumstances create an exception, the Board's express preference will be for permitted gates to be unlocked.
1. No person shall install or allow the presence of any gate that blocks access to a road right-of-way unless:
    - a. The person has made application to the Board, describing the reasons for construction of the proposed gate, and has paid the required application fee and can obtain the approval of 100% of the land owners that access from or adjoin the road right-of-way to be gated; and;
    - b. The Board has held a public hearing, and met the notice requirements in ORS 368.086, to give interested parties an
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- opportunity to describe their concerns regarding construction of the gate; and
- c. The Board has approved the placement of the gate and issued a permit for the gate's construction pursuant to ORS 368.056.
2. Whenever the Board issues a permit for a gate that blocks access to a road right-of-way, the Board shall place the following conditions on the permit:
    - a. Except under extraordinary circumstances or when necessary for the health, welfare and safety of the public, the gate shall not be locked in a way that prevents access by the traveling public on the road right-of-way;
    - b. If the road right-of-way has attained its public status due to ten years or more of adverse use under ORS 105.620, or ten years or more of uncontested public use under ORS 12.050, then the question of the road's status shall be considered in the public hearing on the gate permit, and a finding shall be made and written into the language of the permit that the road's public status has been clearly established and can no longer be contested; (This action shall fulfill the requirements of ORS 368.073(1) and ORS 368.096(2)(c).)
    - c. ~~The permit shall be limited in duration and renewable in five-year increments. If any condition existing when a gate permit is granted or renewed changes during the five-year permit term, the Board may evaluate whether to revoke the permit and require the gate to be removed prior to expiration of the term. At the time set for renewal of a gate permit, the requirements for a public hearing set forth in Section 7.03.090.N.1.b may be waived by the Road Official if there is no record of objections surrounding the gate's presence or the permit renewal.~~
  3. Whenever the Board issues a permit for a gate that blocks access to a road right-of-way, the Board may place the following conditions on the permit:
    - a. Specifications regarding the method and means of construction of the gate;
    - b. A requirement that the person issued the permit shall bear all costs of construction and maintenance of the gate; and/or
    - c. Any other conditions the Board deems reasonable.
- N. Road Official's Authority to Issue Revocable Permit – Pursuant to ORS 374.305, the Road Official is authorized to make a case-by-case determination to allow structures, objects or other things to exist in public right-of-way, including sidewalks, so long as the things could not create a potential hazard or impediment. If the Road Official makes a determination to authorize such a thing, the Road Official may issue a revocable permit reflecting that revocable permission, and may impose any conditions s/he determines are necessary to protect the public interest. [Codified by Ord. 05-2000, Amended by Ord. 01-2003, 1/23/03; Amended by Ord. 07-2012, 7/26/12]

### **7.03.095 Vacation Proceedings and Road Status Changes**

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- A. Vacation Proceedings.
1. Vacation of any public property listed in ORS 368.326 shall be carried out pursuant to ORS 368.326–368.366.
  2. Partial vacations of public property, with reservations of rights in the form of easements (utility, ingress/egress, etc.) shall also be carried out pursuant to ORS 368.326–368.366.
  3. A vacation of public property may eliminate rights of public access, but no vacation of public property shall be allowed if the vacation would deprive an owner of access to their property without their consent.
  4. In determining whether vacation of public property is in the public interest, the Board shall consider the following criteria:
    - a. Whether the vacation would inhibit or preclude access to an abutting property, and whether an access reservation would be adequate to protect that access;
    - b. Whether it is physically possible to build a road that meets contemporary standards over the existing terrain or right of way;
    - c. Whether it is economically feasible to build a road that meets contemporary standards over the existing terrain or right of way;
    - d. Whether there is another nearby road that can effectively provide the same access as the right-of-way to be vacated;
    - e. Whether the right-of-way to be vacated has present or future value in terms of development potential, use in transportation linkages, or use in road replacements;
    - f. Whether there are present and future likely benefits of the right-of-way to the traveling public;
    - g. Whether anticipated growth or changes in use of the surrounding area are likely to impact the future use of the right-of-way proposed to be vacated;
    - h. Whether the right-of-way proposed to be vacated leads to a creek, river, or other waterway that can be used for public recreation; and
    - i. Whether the right-of-way proposed to be vacated leads to federal, state or local public lands that can be used for public recreation.
  5. The Order issued pursuant to ORS 368.356 at the conclusion of any vacation proceeding shall not be a land use decision, but may be appealed by Writ of Review under ORS 34.102.
- B. Road Status Changes.
1. The Board has the discretion to determine that it is necessary to change the status of a County road, local access road, public road or trail.
  2. In order to change the status of any such right-of-way, the Board shall designate the proposed new status as a local access road, public road, or trail, and shall use the same procedure set forth in ORS 368.026 for withdrawal of County right-of-way status.
  3. In determining whether to enter an Order changing the status of a right-of-way under this subsection, the Board shall consider the following criteria:
    - a. County's cost of maintenance under existing status, given the general public benefit of such maintenance;
    - b. Existing or reasonable future use of property or bodies of water
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- c. being accessed by subject road,
  - c. Impact to public facilities (e.g., public water supply) being served by subject road,
  - d. Existence of a long history of inappropriate use of the right-of-way, e.g., dumping of refuse/hazardous materials onto the right of way, trespassing onto or damaging of abutting property.
4. A change of status may temporarily or permanently eliminate rights of public access, but no change of status may deprive a recorded owner of access to their property. If a public right-of-way is to be changed into a private right-of-way, the Board Order shall follow ORS 368.326-368.366 and ensure that necessary rights of access are reserved through appropriate easements.
- C. Simultaneous Acceptance and Vacation of Roads.  
If the circumstances of a specific road project require both vacation of an existing right-of-way and acceptance of a new right of way, the vacation and acceptance may be consolidated for hearing before the Board when consolidation is likely to maximize the efficiency of the road project.

[Added by Ord. 01-2003, 1/23/03; Amended by Ord. 07-2012, 7/26/12]

### **7.03.099 Utilities' Use of County Right of Way**

- A. Designating Location of Utilities; Costs; Construction Approval.  
The Road Official has the authority to designate the location where lines, fixtures and facilities operated by Utilities may be located upon roads under Clackamas County's jurisdiction.
- 1. Except as provided in this Chapter, utilities shall not begin construction of a new facility or relocate an existing facility on County roads without doing the following things first:
    - a. When the proposed work is more significant than routing service connections and ordinary maintenance, utilities must provide written notice to the Road Official, including plans and specifications of the proposed construction in the form and to the scale required by the Road Official; or
    - b. When the proposed work is routine routing of service connections and ordinary maintenance, utilities must provide telephone or other appropriate notice to the Road Official; and
    - c. No matter the scope or scale of the proposed work, utilities must first obtain the Road Official's approval of the proposed construction or relocation of an existing facility.
  - 2. No advance approval shall be required when construction or relocation is necessitated by an emergency, but utilities shall give notice of work undertaken no later than the first workday following the emergency.
  - 3. The Road Official shall approve utilities work proposals unless s/he finds that the proposed construction or relocation is contrary to the public interest.
- B. Changing the Designated Location of Utilities; Costs; Notice/Orders.
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The Road Official has the authority to order the designated location of lines, fixtures and facilities operated by utilities to be changed, either temporarily or permanently, at any time the Road Official deems it expedient. The cost of any temporary or permanent relocation of any utility required by the Road Official shall be paid by the utility.

1. The Road Official shall notify utilities in writing of proposed changes in grade, contours or alignments of County roads or of proposed vacations of roads or parts of roads that require the removal, relocation or repair of utilities' facilities.
2. Upon receiving the notice described in 7.03.099(B)(1) above, utilities shall determine the estimated requirements for accomplishing the action directed by the Road Official, and provide those requirements to the Road Official within thirty (30) days.
3. Upon receiving the estimated requirements, the Road Official may schedule a pre-construction meeting with other affected utilities and contractors.
4. The Road Official shall send a second notice to the utilities, directing them to complete the removal, relocation or repair of their facilities within a specified time frame and consistent with the coordinated plan established with other affected utilities and contractors under this Chapter. This notice shall constitute an Order from the Road Official requiring relocation of the specified utility facilities.
5. If the Road Official determines that the work must occur on a different date from that previously discussed with a utility, then s/he shall give the utility written notice of the date change no less than thirty (30) days prior to the rescheduled date. This notice shall be sent by first class mail, postage prepaid. This notice shall be an amended Order of the Road Official requiring relocation of the specified utility facilities.

C. Remedy for Failure of Utilities to Remove, Relocate or Repair Facilities as Directed.

Should a utility fail to temporarily or permanently remove, relocate or repair the lines, fixtures or facilities operated by the utility as ordered by the Road Official under this section, the lines, fixtures or facilities shall automatically become a public nuisance, which the Road Official may abate in any expedient manner. The total costs attributable to the failure of the utility to act as ordered by the Road Official, including the costs of completing the work the utility should have done under the Order, shall be itemized and an invoice shall be sent to the responsible utility. All such costs shall be promptly repaid to the County by the utility.

D. Prohibition of Interference with Public Travel, Maintenance and Improvement.

Work done by utilities shall always be in accordance with state statutes, Clackamas County Roadway Standards, and with other specifications adopted by the County. Utility work shall not endanger or interfere unduly with public travel on County roads, or with the maintenance and improvement of such roads by the County. Immediately following the opening of a road, utilities shall replace and restore the surface and grade to as good and safe a condition as it was in prior to opening. Repair of defects in openings made by utilities shall be undertaken by

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utilities within six (6) hours from notice by the Road Official when such defects endanger the public, and within one week of notice in all other cases.

1. When trenching across more than one-travel lane of the roadway, no more than one-half (1/2) of the traveled portion is to be opened at any one time. The relevant installation shall be made, then the opened half shall be covered and secured with steel running plates or be completely back filled and compacted before opening the remaining half.
  2. No closure of intersecting streets, roadways, driveway approaches or other access points will be permitted without review and approval by the Road Official.
  3. Upon trenching, steel running plates or other satisfactory methods shall be used to maintain traffic. No more than two hundred and fifty (250) feet of longitudinal trench along the roadway shall be open at one time and no trench shall be left open overnight.
- E. Requirement for Periodic Inspections of Utility Openings.  
Utilities shall conduct periodic inspections of openings they have made during the preceding twelve months to ensure compliance with the provisions of this section. If, after the notice described in 7.03.099(D), a utility fails to replace or restore any pavement or road surface opened by it, the Road Official may, after written notice and demand, cause the work to be done at the utility's expense. Upon receiving a statement of the costs, utility shall promptly reimburse the County. If legal action is necessary to collect these amounts, then utility shall pay all legal costs and reasonable attorney fees.

[Added by Ord. 01-2003, 1/23/03; Amended by Ord. 07-2012, 7/26/12]

### **7.03.100 Utility Placement Permits**

- A. Application Requirements – Application for a permit to establish, place and operate utilities within the right-of-way shall be made on the official permit application, available from DTD. The applicant shall comply with the requirements of the Clackamas County Roadway Standards with regard to the permitting, design and construction of utilities.
- B. Emergency Repair Work Rules – Emergency repair work done by the applicant/owner may proceed as needed if the Road Official is properly notified when traffic control is required. Proper notification is accomplished in the following ways:
  1. During work hours – telephone contact with DTD;
  2. After work hours – telephone contact with the County's central dispatch office.

Permits for emergency repairs shall be obtained no later than the first business day following commencement of the work.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2012, 7/26/12]

### **7.03.110 Effective Period of Utility Placement Permits**

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- A. Effective unless Revoked – Permits for utility occupation and operations shall be in effect upon issuance indefinitely, or until revoked. Revocation will occur only under the following circumstances:
1. By mutual consent of the County and the applicant/owner or his successor or assign;
  2. By order of the Board or the Road Official, if the applicant/owner or his successor or assign fails to abide by the terms and conditions of the permit;
  3. By operation of law.
- B. Effect of Violations of Permit Terms or Conditions – Any violation of the conditions or terms of the permit by the applicant/owner shall be cause to suspend, modify, annul and forfeit any and all rights acquired by the applicant/owner under the terms stated in the permit or these provisions. The applicant/owner acquires no rights in the road right-of-way through obtaining a permit, and is presumed to have waived any claims for damages or compensation as a result of revocation of the permit as described in subsection A of this Section.
- C. Rules Regarding Commencement of Installation and Placement of Utility – If the applicant/owner fails to commence installation and placement of the utility by the starting date specified on the permit, the permit shall be deemed null and void, and all privileges there under shall be forfeited, unless a notice and acknowledgment of a different start date is confirmed with the Road Official. Change of a starting date may require a revision to the conditions of approval, which must be set out in special provisions.
- D. Commencement of Surety Repair Period – Upon initial completion of the permitted installation and restoration repairs, the applicant/owner shall notify the Road Official. A Department inspection will be performed within 30 days of notification. If necessary, a corrective work list will be generated. Following a Road Official inspection that results in a finding that the installation and the repaired right-of-way are within County standards, a three year surety repair period shall begin, as set out in Section 7.03.130 of this Chapter.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2012, 7/26/12]

### **7.03.120 Liability, Control and Responsibility for Utilities**

- A. Necessity for Additional Permits – The applicant/owner shall be responsible for securing any other permits necessary or required from cities, counties, corporations, districts, state and federal governments or individuals.
- B. Restoration or Repair of Roadway – If it is evident to the Road Official that the physical character of the roadway has been changed, degraded or damaged by the applicant/owner, the applicant/owner shall restore or repair the damage in compliance with the Clackamas County Roadway Standards, whether that damage is discovered at the time of utility installation or at a later date. If the applicant/owner fails to satisfactorily restore or repair the roadway, the Road Official may employ enforcement provisions of this Ordinance or make the necessary restoration or repairs using contractor or County forces. The applicant/owner under the terms set out in Section 7.03.200 shall pay all costs incurred by the County under these circumstances.
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- C. Responsibility for Relocating or Adjusting Pre-Existing Utilities – The applicant/owner shall be responsible for relocating or adjusting any other utilities located on County right-of-ways or other right-of-ways under the jurisdiction of the County if this is required to accommodate the utility or operation applied for. Construction of the utility or conduct of an operation by the applicant/owner, its agent or contractor, will be permitted only after the applicant/owner has furnished evidence to the Road Official that satisfactory arrangements for such relocations or adjustments have been made with the owners of the other affected utilities.
- D. Notifying Abutting Property Owners about Impact of Utility or Utility Work – Mailboxes, lawns, landscapes and rain drain connections are considered the possession of abutting property owners or lawful occupants. The applicant/owner shall be responsible for notifying the abutting property owners and restoring or replacing any materials that are disturbed or removed because of utility construction, maintenance, or operation. The applicant/owner shall accomplish restoration or replacement of materials as expediently as possible. This responsibility continues through the life of the permit. The surrounding area shall always be restored to a comparable or better condition from that which it was in prior to commencement of utility work.
- E. Liability for Injury or Damage to a Utility Covered by a Permit – The County, DTD, or employees thereof, shall not be responsible or liable for injury or damage that may occur to a utility covered by a permit, if caused by substandard installations, misallocated, non-located or non-locatable utilities, by reason of County maintenance and construction operations, or by motorist or road user operations, or County contractor or other permittee operations.
- F. County Supervision Shall Not Impact Liability of applicant/owner – Any supervision or control exercised by County personnel shall in no way relieve the applicant/owner of any duty or responsibility to the general public, nor shall such supervision or control relieve the applicant/owner from any liability for loss, damage or injury to persons or property as provided in this Section.
- G. Recorded and Unrecorded Public and Private Rights To be Honored, Regardless of Board Consent – The applicant/owner is subject to all existing public and private rights recorded and unrecorded within and appurtenant to the right-of-way of the roads. Consent of the Board for installation and operation of permitted utilities is only to the extent that the Board has legal authority to grant such consent. The expressed understanding is that the Board is granting said consent free of charge to the applicant/owner as a mere license, and the applicant/owner shall assume the entire responsibility incidental thereto.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2012, 7/26/12]

### **7.03.130 Required Insurance and Performance Bond for Utility Work**

- A. Comprehensive General Liability Insurance Requirement – The applicant/owner or its contractor shall furnish a certificate of insurance for comprehensive general liability insurance to the Road Official, in an amount established by Clackamas County's Risk Management Division. The insurance shall be for a combined single limit for personal injury and property damage for the protection of the County, its officers, commissioners and employees. It shall protect against
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- liability for damages of any nature caused by the conduct or operation of the applicant/owner, its agents, subcontractors or employees, resulting in personal injury, bodily injury, death, or damage to property, including loss of use thereof, in any way related to the physical location, installation, construction, maintenance, repair, operation or use of said utility, repair, and restoration of the roadway, or in conducting any operation of this ordinance. The applicant/owner may submit evidence of insurance coverage annually in lieu of individual submissions for each permit.
- B. Acceptable Substitutions – A utility company, cooperative or municipal authority may be relieved of the obligation of submitting a certificate of insurance if it submits satisfactory evidence that it is insured, or has adequate provisions for self-insurance, in accordance with the requirements of this section.
- C. Indemnification Requirement – Both the applicant/owner and its contractor shall indemnify, save harmless and defend the County, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the applicant/owner, any subcontractor, anyone directly or indirectly employed thereby or anyone for whose acts they may be liable, regardless of whether it is caused in part by a party indemnified hereunder.
- D. Additional Assurances Required – The insurance shall include the County as an additional insured and refer to and support the applicant’s/owner’s obligation to hold harmless the County, its officers, commissioners and employees. Such insurance shall provide thirty (30) days written notice to the County in the event of cancellation, non-renewal, or material change, and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance.
- E. Performance Bond Requirements
1. The applicant/owner’s contractor shall furnish a performance bond and a minimum of \$1000 cash deposit for the period of time necessary to construct or install a utility or conduct an operation authorized by permit through a specified period of time determined by DTD following surface repair.
  2. The dollar amount assigned to the performance bond shall equal the amount noted in the permit special provisions, and shall be based upon the estimated cost for the trench and surface repairs.
  3. Bonds furnished must be written by a surety company duly qualified and licensed to do business in the State of Oregon, upon a form provided by DTD, certifying bond limits as set out in the permit’s special provisions.
  4. No work shall be commenced under the permit until the performance bond and cash deposit has been submitted to and received by DTD.
  5. In lieu of furnishing a cash deposit and/or a performance bond, the applicant/owner, or its contractor, may file a security agreement form securing their performance through assignment of a savings account kept in a reputable savings institution, in an amount equal to the amount required in the permit’s special provisions. The security agreement shall be on a form provided by DTD and shall be returned for review and
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- acceptance.
6. A public utility company or municipal authority may be relieved of the performance bond and cash deposit requirements.
- F. Rules for Retaining and Releasing Bonds and Cash Deposits – When the applicant/owner advises that all work set out in the permit has been completed and verified by DTD inspection, all bonds and cash deposits shall be held and shall remain in full force and effect for a three year surety repair period. At the end of this period, the Road Official shall cause the release and/or refund of all bonds, cash deposits, or other sureties to the provider after a DTD inspection confirms satisfactory surface restoration. If DTD incurs costs to achieve satisfactory surface restoration, those costs will be deducted from the surety bond or cash deposit prior to release or refund of the remainder.
- [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2012, 7/26/12]

### **7.03.200 Allocation of Costs Connected to Utility Placement**

- A. Costs Incurred Incident to Utility Placement or Continuing Operation – The applicant/owner shall pay the entire cost of locating, constructing, installing, maintaining, repairing, operating, using or relocating and adjusting the utility. Any expense, whatsoever, which is incurred incident to the utilities or the operations authorized by the permit, shall also be paid by the applicant/owner.
- B. Expense Reimbursement to County – The applicant/owner shall, in addition to Section 7.03.200.A, reimburse the County for any reasonable and necessary expenses that the County may incur in connection with and related solely to the installation of the utility or conducting the operation authorized by permit. A detailed cost breakdown of County incurred expenses may be requested and obtained from the County, and payment shall be made within thirty (30) days after receipt of billing from the County. When the Road Official deems it necessary to obtain an advance deposit, during the permit application and review process, the amount required shall be filed with DTD before the permit work is begun.
- [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2012, 7/26/12]

### **7.03.210 Protection of Survey Monuments in the Vicinity of Utilities**

- A. Location & Protection of Monuments as Responsibility of applicant/owner – It shall be the responsibility of the applicant/owner to determine the location of and to protect all survey monuments in the vicinity of a utility installation during the construction, operation and subsequent maintenance of the utility.
- B. Removal, Disturbance or Destruction of Survey Monuments – Should it become necessary to remove, disturb or destroy any survey monument(s) of record in the course of the applicant's/owner's operation, the applicant/owner shall cause a registered professional land surveyor to preserve the monument(s) and shall do so in the manner described in ORS 209.140-209.150. The costs of referencing and replacing the survey monuments shall be paid by the applicant/owner and shall be ensured by the performance bond. Failure to comply with these terms may be prosecuted as stated in ORS 209.990.
- [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2012, 7/26/12]

**7.03.220 Maintenance and Operation of Utilities**

- A. Required Upkeep of Utilities Authorized by Permit – The applicant/owner shall at all times keep utilities authorized by the permit in a good state of repair to keep the roadway protected from damage and to protect the public from injury. If the County is notified of non-compliance with this provision, the County will respond by taking the corrective measures necessary to abate the hazard in accordance with ORS 368.251-368.281. The applicant/owner will be advised of the circumstances as soon as practical. The County will also respond by requiring the applicant/owner to undertake repairs or corrective action within six hours of advisement by the County when a defect endangers the public. Payment of all County costs shall be as stated in Section 7.03.200.
- B. Pre-Approval Required for Some Maintenance Work – Prior to operating or performing any maintenance work on a permitted utility which will interfere with or interrupt traffic upon or along the roadway, the applicant/owner shall obtain prior approval from the Road Official.
- C. Removal of Abandoned Utilities – All abandoned utilities belonging to the applicant/owner shall be removed from the right-of-way by the applicant/owner, unless the Road Official allows the utilities to remain by permit. No exemptions shall be made for aerial network. Should the County have to remove any such utilities, a bill will be presented to the applicant/owner. Reimbursement of all County costs shall be as stated in the earlier section, “Allocation of Costs”.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2012, 7/26/12]

**7.03.230 Removal, Relocation or Repair of Utilities**

- A. Response Time Required Upon County Notification of Need for Aid – If utilities are encountered in day-to-day County maintenance operations, the County shall notify the applicant/owner, and the applicant/owner shall respond as soon as practical, or no later than 24 hours from the time of notification, to aid in the maintenance efforts and further protect the utilities.
- B. Interest in Right-of-Way Supersedes Interest in Utility – Permits are issued by the County pursuant to state law, which authorizes the County to require the applicant/owner to remove, relocate or repair a permitted utility at the sole cost of the applicant/owner at any time subsequent to initial installation. If the Road Official determines that the presence of the utility is detrimental to the right-of-way itself, or to the proper repair, maintenance or reconstruction of the right-of-way, the Road Official may give written notice of the concern, and require the applicant/owner to remove, relocate or repair the utility.
- C. Required Accommodations for Capital Improvements – In the case of a roadway capital improvement, the following will apply:
  - 1. Upon receipt of written notice as stated in Section 7.03.230(B), the applicant/owner shall, within 30 days or within the time frame contained in the notice, respond with a time estimate for accomplishing the required action.
  - 2. After the applicant/owner has provided an estimated time requirement for

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removal, relocation or repair of the relevant utility, the Road Official may schedule a pre-construction meeting to coordinate the requested activity with the applicant/owner, County personnel, and affected contractors.

3. In a second written notice, the Road Official shall direct the applicant/owner to complete the removal, relocation or repair of the utility, within a specified time frame and consistent with a coordination plan. The time frame outlined in this notice shall take into consideration the applicant's/owner's estimated time requirements. The costs of removal, relocation, or repair shall be paid by the applicant/owner as set out in the second notice and instructions received from the Road Official.
4. Before commencing removal, relocation or repair, the applicant/owner shall furnish insurance in the manner provided for in Section 7.03.130.
5. Should the applicant/owner fail to remove, relocate or repair the utility as provided in this section, the Road Official may remove, relocate or repair it by any means, and submit a statement of total costs for this work to the applicant/owner. Upon receiving the cost statement, the applicant/owner will reimburse the County in full, either:
  - a. Immediately; or
  - b. Within a period of time agreed on by the applicant/owner and the Road Official.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2012, 7/26/12]

#### **7.03.240 General Requirements for Road Entry Permits**

- A. Road Entry Permit Required.  
An entry permit is required:
    1. For any new construction which requires a building permit;
    2. For any new entry constructed onto a public, County or local access road;
    3. For any change of occupancy (as defined under the Uniform Building Code);
    4. For any driveway entry or approach road onto a public, County or local accesses road which, in the opinion of the Road Official or designee, affects traffic of any kind, including vehicular and pedestrian traffic.
  - B. Exceptions to the Requirement for a Road Entry Permit – Road entry permit standards shall not apply to single family residential replacements, single family residential remodels, additions to existing single family dwellings, or construction of accessory structures to single family dwellings, unless the driveway entry must be rebuilt or relocated, or a development permit is required by the Road Official or designee per the County Roadway Standards.
  - C. Prior Status of Road Entrances Preserved – Any lawfully constructed approach road, structure, culvert, ditch, or other facility, thing or appurtenance lawfully placed or constructed upon the right-of-way prior to the adoption of this chapter shall be maintained by the occupant of the property being served and may remain in place unless it is determined by the Road Official that a traffic or pedestrian hazard is created by this facility, thing, or appurtenance. That facility, thing, or appurtenance deemed in need of removal, repair, or maintenance shall be corrected to the satisfaction of the Road Official.
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The applicant shall comply with the requirements of the Clackamas County Roadway Standards with regard to the permitting, design and construction of road entries.[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2012, 7/26/12]

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## **Chapter 7.04**

### **7.04 OVER-DIMENSIONAL VEHICLE REQUIREMENTS**

#### **7.04.010 Purpose**

The purpose of this chapter is to establish rules for the maximum length of vehicles permitted to operate upon public roads within the boundaries of Clackamas County. This chapter is enacted after the authority granted the County by ORS 810.060(1).  
[Codified by Ord. 05-2000, 7/13/00]

#### **7.04.020 Maximum Vehicle Lengths**

- A. Combinations of vehicles having an overall length not exceeding 60 feet are issued Annual Permits for continuing operation. All Clackamas County Public Roads have the general capability for operation of combinations, as well as vehicles with a maximum overall length of 60 feet. Therefore, any combination of vehicles with an overall length that does not exceed 60 feet, shall be permitted continuous operation upon all Clackamas County public roads, except on those roads that are specifically restricted and identified as exceptions under Section 7.05.030 of this chapter.
- B. When appropriate, Clackamas County may also allow vehicles up to a length of 75 feet to have continuous operations on certain highways within the County boundaries, through the issuance of variance permits under the authority of ORS 818.200. These variance permits are also subject to the specific restrictions identified as exceptions under Section 7.05.030 of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

#### **7.04.030 Exceptions / Restricted Roads**

- A. If it is determined that safe and efficient operations upon any of Clackamas County's public roads is reduced, the road geometric, or a specific hazard potential, then the Director of the Department of Transportation and Development, or his representative, shall:
  - 1. Identify those roads or sections of roads that merit restriction because of road geometric or specific hazard potential;
  - 2. File a list of restricted roads and sections of roads in the offices of the Department of Transportation and Development;
  - 3. Create a map that shows the location of restricted roads and sections of road; and,
  - 4. Provide a copy of the map to all trucks that are issued a County permit to exceed the 60-foot length, at the time that the permit is issued.
- B. Any road or section of road listed as restricted with the Department of Transportation and Development and/or identified on the map, provided along

with County variance permits issued to trucks to authorize travel, is an exception to the general rules that are described in Section 7.05.020 of this chapter.  
[Codified by Ord. 05-2000, 7/13/00]

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## Chapter 7.05

### 7.05 ADDRESSING AND ROAD NAMING

#### 7.05.010 Purpose

The purpose of this policy is to:

- A. Establish a consistent and accurate methodology for site identification.
- B. Provide standards and procedures for addressing and readdressing properties in unincorporated Clackamas County.
- C. Provide standards and procedures for naming and renaming roads in unincorporated Clackamas County.
- D. Enhance site identification for improved emergency dispatch response, mail delivery, and geographic information system (GIS) compatibility.

[Added by Ord. 12-2002, 10/3/02]

#### 7.05.020 Definitions

- A. ADDRESS: A number that assigns a reference point to a site based on the appropriate regional grid system.
  - B. AVENUE: A public or county right-of-way that runs in a north-south direction.
  - C. BOULEVARD: A broad, landscaped minor or major arterial that carries moderate to heavy volumes of traffic at moderate to high speeds.
  - D. CIRCLE: A road that runs in a circular direction terminating at or in near proximity to its beginning, and carries low to moderate volumes of traffic at low to moderate speeds (synonymous with Loop).
  - E. COUNTY ROAD: A road that has been created by deed or plat and accepted into the county road maintenance system by Order of the Board of County Commissioners.
  - F. COURT: A road that is of a short length, with no cross streets, that carries low volumes of traffic, at low speeds, and generally terminates in a cul-de-sac.
  - G. DRIVE: A meandering collector or arterial that carries low, moderate or high volumes of traffic at low, moderate or high speeds (synonymous with Parkway).
  - H. EMERGENCY SERVICE PROVIDER: Clackamas County Central Dispatch, a fire district providing service in Clackamas County, or the Clackamas County Sheriff's Department.
  - I. FRONT PROPERTY LINE: Any boundary line separating the lot from a county, public, state or private road or access drive.
  - J. GRID: The addressing matrix based on the nearest urban system, i.e., Portland, Salem, etc.
  - K. LANE: A local road that is of a short length, that carries low volumes of traffic, at low speeds, and generally terminates in a cul-de-sac.
  - L. LOOP: A road that runs in a circular direction terminating at or in near proximity to its beginning, and carries low to moderate volumes of traffic at low to moderate speeds (synonymous with Circle).
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- M. PARKWAY: A meandering collector or arterial that carries low, moderate or high volumes of traffic at low, moderate or high speeds (synonymous with Drive).
  - N. PLACE: A local road that is of a short length, that carries low volumes of traffic at low speeds (synonymous with Terrace and Way).
  - O. PRIVATE ROAD: A road that may be an easement, that has been created without a dedication to the public, and is not maintained by the county.
  - P. PUBLIC ROAD: A road that has been created by deed or dedicated on a plat to provide a public way, but has not been accepted by the county for maintenance.
  - Q. ROAD: Any public or private right-of-way. The term “road” for the purposes of this chapter shall be synonymous with the term “street”, except when used as a suffix as described below.
  - R. STREET: A public or county right-of-way that runs generally in an east-west direction.
  - S. TERRACE: A road that is of a short length, that carries low volumes of traffic at low speeds (synonymous with Place and Way).
  - T. WAY: A road that is of a short length, that carries low volumes of traffic at low speeds (synonymous with Place and Terrace).

[Added by Ord. 12-2002, 10/3/02]

### **7.05.030 Addressing Standards**

Addresses shall be assigned by the county consistent with the following standards:

- A. Eligibility for Address
    - 1. All occupied structures shall be assigned separate addresses as necessary as determined by the Planning Division.
    - 2. Unoccupied structures or properties may be assigned addresses if it is necessary to identify the site because of utility connections, assessment, permit issuance, emergency dispatching, or other similar reasons.
    - 3. Temporary residences shall be addressed separately from other uses on the property.
  - B. Placement of Address. Addresses shall be placed and located in a manner that is readily visible and legible from the street as required by the Uniform Fire Code. Additionally:
    - 1. Structures shall have addresses posted on the wall adjacent to the front entrance.
    - 2. Structures that do not have street frontage shall post additional addresses at the driveway entrance.
    - 3. Commercial and industrial business parks, multifamily developments, and manufactured dwelling parks shall post addresses on each site. Buildings with multiple addresses shall have the address range identified on the structure through the use of on-building signs.
    - 4. Addresses shall be posted in accordance with the applicable Oregon Uniform Fire Code or One and Two Family Dwelling Code.
  - C. Sequence of Numbering. Addresses shall be assigned consistent with the regional or established grid of the county in consideration of the following:
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1. Sites located on the south or east side of a road shall be assigned even numbered addresses and remain consistent the entire length of the road regardless of its meandering.
  2. Sites located on the north or west side of a road shall be assigned odd numbered addresses and remain consistent the entire length of the road regardless of its meandering.
  3. Street numbers for urban areas shall be assigned according to the front property line. Corner lots shall be addressed from the property line to which the front door is oriented.
  4. Street numbers for rural areas shall be assigned at that point where the driveway intersects the road. Should a driveway be relocated, the address shall be changed consistent with the applicable grid system unless the original driveway is maintained in a usable condition.
  5. Subdivisions shall be assigned different address numbers for adjacent parallel streets. Additionally, streets that are within the same subdivision and have similar names (Cottonwood, Firwood, etc.) shall not have the same address numbers.
- D. Exceptions. The following exceptions may be granted when the addressing of property conflicts with the addressing standards:
1. The addressing of any road shall remain sequential along the entire length of that road regardless of its meandering.
  2. Addresses of sites with circular driveways shall be assigned to that access point having the lowest number on the grid.
  3. Commercial and industrial business parks, multifamily developments, and manufactured dwelling parks may be assigned building, suite, unit, or space numbers when there are insufficient numbers available to assign addresses according to the grid. In the case of multiple floor structures, the first digit of a unit or suite number shall be consistent with the floor level. Numbers, rather than letters, shall be used for such identification.
  4. Sites without access to the road adjacent to the front property line shall be addressed in reference to the grid of the road accessing the site.

[Added by Ord. 12-2002, 10/3/02]

#### **7.05.040 Road Naming Standards**

Road names shall be selected in consideration of the following factors:

- A. A new name shall not duplicate or sound similar to the name of an existing road. In the case of new subdivisions and partitions, duplicate road names may be permitted when the roads to be so named intersect with one another and are given different suffixes in accordance with the suffix definitions in section 7.05.020 of this policy.
  - B. Major streets and highways shall maintain a common name for the entire alignment
  - C. Whenever practical, historical names shall be utilized or retained. Historical factors to be considered shall include:
    1. Original holders of donation land claims in the county.
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2. Early homesteaders or settlers in the county.
  3. Long-time residents of the county.
  4. Explorers of the county.
  5. Local Native American Tribes.
  6. Early leaders and pioneers of eminence.
  7. People and events that have left their mark on the county.
  8. Native flora and fauna.
- D. Hyphenated or exceptionally long names shall be avoided as well as initials (such as A.J. Feely Street).
- E. Consideration shall be given to the continuation of the name of a street in another jurisdiction when it is extended into the county.
- F. All new roads serving three (3) or more existing, or potential, properties shall be named. Sites being served by this road shall be addressed on this road using the grid system in effect for the area.
- G. A minimum of two (2) existing or potential properties being served by a single road is required before the road is eligible for a name.
- H. Access roads in new manufactured dwelling parks shall be named.
- I. Road names shall not include a compass direction (i.e. north, south etc.) except in the prefix.

[Added by Ord. 12-2002, 10/3/02]

#### **7.05.050 Road Sign Standards**

County, public, and private roads shall be identified with an approved road sign. An “approved” road sign is a sign built and placed by the County Road Department and shall be consistent with the following standards:

- A. County and public road signs shall be green with white letters and constructed to county standards.
- B. Private road signs shall be white with black letters and constructed to county standards.
- C. Road signs shall be placed and maintained so they are fully visible from the intersecting roadway. County and public road signs shall be maintained by the county whereas private road signs shall be maintained by the residents the road is serving.
- D. When a county or public road is named or renamed at the request of other than the county or an emergency service provider, the first road sign(s) shall be purchased by the person(s) who made the request. Future replacement signs will be provided by the county at no charge to the residents whom the road is serving. The purchase of private road signs is the sole responsibility of the residents whom the road is serving or person who made the request.
- E. The county shall be responsible for providing signage for newly constructed public roads that are not part of a new subdivision, commercial or industrial business park, multifamily development or manufactured dwelling park.

[Added by Ord. 12-2002, 10/3/02]

#### **7.05.060 Procedures**

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The following provisions shall establish procedures to request new or revised addresses and to request the naming or renaming of roads.

- A. Addresses: The addressing or readdressing of properties is a ministerial process to be conducted by the Planning Division. This function shall be performed by the county consistent with the following standards:
1. New subdivisions shall have addresses assigned after approval of the final plat by the Planning Division.
  2. Commercial and industrial business parks, multifamily developments, and manufactured dwelling parks shall have addresses assigned after final development approval by the Planning Division.
  3. Individual sites not described above may be issued an address when consistent with section 7.05.030.A.
  4. The county may reassign addresses without the consent of the affected property owners, under the following circumstances:
    - a. Emergency service providers state in a written request that the numbering sequence identifying properties is in such disarray that emergency response time may be compromised, or
    - b. The development or redevelopment of an area requires new street addresses as a result of the creation or extension of roads, or
    - c. Any other reason that is in the public interest.
- B. Road Names: The naming or renaming of roads shall occur consistent with the following procedures:
1. The naming of roads when reviewing applications for subdivisions, commercial and industrial business parks, multifamily developments, and manufactured dwelling parks is a ministerial process to be conducted by the Planning Division. This process shall be consistent with the Type I provisions of section 7.06.060.C.1.
  2. The Planning Division shall consider an application to name or rename a road, consistent with the Type II provisions of section 7.05.060.C.2, when the Planning Division receives a written request from emergency response providers that indicates the current identification of the road is inadequate and could compromise emergency response times.
  3. The Planning Division shall consider an application to name or rename an existing road, consistent with the Type III provisions of section 7.05.030.C.3 when the Planning Division receives a completed Road Name Application consistent with the provisions of section 7.05.070.
  4. The Planning Division shall consider an application to name or rename a newly constructed public road that is not part of a new subdivision, partition, commercial or industrial park, multifamily development or manufactured dwelling park consistent with the Type IV provisions of section 7.05.060.C.4 when the Planning Division receives a written request from the Engineering Division Manager or designee to name the new road pursuant to the standards of section 7.05.040.
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5. The Planning staff shall consider a request to rename existing public road as mandated by a state or federal agency consistent with the Type V provisions of section 7.05.060.C.5.
- C. Administrative Review Process: The county shall assign new addresses, revise existing addresses, and name or rename roads subject to the following procedures:
1. Type I Actions. The assignment or reassignment of addresses and the naming of roads within new subdivisions, commercial and industrial business parks, multifamily developments, and manufactured dwelling parks shall be considered Type I actions. These actions are ministerial reviews and shall be approved when consistent with this chapter. Notice of new addresses and street names shall be sent to the agencies listed in section 7.05.080.A of this policy once roads are named and addresses are assigned. Staff decisions shall be considered final.
  2. Type II Actions. The naming or renaming of existing roads at the request of emergency response providers shall be processed pursuant to the following procedures:
    - a. Notice shall be given to those property owners who either access such streets or whose properties front such streets in addition to the parties listed in section 7.05.060.A.
    - b. The notice shall include a recommendation that the above mentioned property owners cooperatively submit a prospective road name choice within thirty (30) days of the date of notification. Such submissions shall be in the form of petitions in support of a specific road name. The petitions shall list the name and address of the petitioners and shall only contain signatures of owners of property who access such streets or whose property fronts such roads.
    - c. Staff shall render a decision for the road name based upon the submitted petitions. The road name that has the most signatures in support of a name shall be the road name that is selected. Only two signatures per property will be counted in tallying the votes (signatures must be legal owners'). In the event of a tie or a zero response rate, staff will choose the name based upon the road naming standards in section 7.05.040.
    - d. Only those name choices submitted within the 30-day period following notice will be considered by staff. In the event that there are no submissions, staff shall choose a name based upon the road naming standards in section 7.05.040.
    - e. Notice of the decision shall be given pursuant to sections 7.05.080.A and 7.05.080.B.
    - f. Staff decisions are the final decision of the county.
  3. Type III Actions. The naming or renaming of existing roads at the request of members of the general public shall be considered Type III actions and shall be processed pursuant to the following procedures:
    - a. The Planning Division receives a completed Road Name Application consistent with the provisions of section 7.05.070.
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- b. Notice shall be given pursuant to sections 7.05.080.A and 7.05.080.B. A minimum of fifteen (15) days following the date of notice shall be allowed for comment on the application.
  - c. Staff shall render a decision pursuant to the road naming standards in section 7.05.040.
  - d. Staff decisions are the final decision of the county.
4. Type IV Actions. The naming of newly constructed, public roads that are not part of a subdivision, partition, commercial or industrial park, multi-family development or manufactured dwelling park shall be considered Type IV actions and shall be processed pursuant to the following procedures:
- a. The Planning Division receives a written request from the Engineering Division Manager to name the new road.
  - b. Planning staff shall make a recommendation to the County Administrator pursuant to section 7.05.040.
  - c. The County Administrator shall either approve or disapprove the recommendation from staff or defer the matter to the Board of County Commissioners for their decision pursuant to the public hearing process. If a hearing is scheduled, the Board of County Commissioners shall issue the decision.
  - d. Following the County Administrator's or the Board of County Commissioners' decision, the Planning Division shall give notice of this decision pursuant to sections 7.05.080.A and 7.05.080.B.
  - e. Such decisions are the final decision of the county.
5. Type V Actions. The renaming of existing roads as mandated by state or federal agencies shall be processed pursuant to the following procedures:
- a. The Planning Division receives notice from state or federal Agencies that specific street names shall be changed.
  - b. For roads with thirty or fewer properties that receive access from or front such roads the process listed in section 7.05.060.C.3 shall be followed.
  - c. For roads with thirty-one or more properties that receive access from or front such roads, Planning Staff shall make a recommendation to the County Administrator to name the road pursuant to the standards of section 7.05.040.
  - d. The County Administrator may approve or disapprove such recommendations or recommend a hearing with the Board of County Commissioners to consider proposed road names. If a hearing is scheduled, the Board of County Commissioners shall issue the decision.
  - e. Following the County Administrator's or the Board of County Commissioners' decision, the Planning Division shall give notice of this decision pursuant to sections 7.05.080.A and 7.05.080.B.
  - f. Such decisions are the final decision of the county.

[Added by Ord. 12-2002, 10/3/02]

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**7.05.070 Submittal Requirements**

An application submitted by other than the County or an emergency service provider to name or rename a road shall be in the form of a petition that includes the following:

- A. A statement acknowledging that existing property addresses will change should the road name request be approved.
- B. One road name choice that meets the requirements of the Road Naming Standards as listed in section 7.05.040.
- C. Legal descriptions (Township, Range, Section, Tax Lot) of all the properties that either receive access from the road or front the road.
- D. The current addresses of all the properties receiving access from this road or front the road.
- E. The printed or typed names of the owners of all the properties receiving access from this road or front the road.
- F. The signatures of the owners of properties that receive access from or front this road acknowledging and agreeing to the requested change. A minimum of ninety percent (90%) of the property owners' signatures are necessary.
- G. The name, mailing address, and phone number of the designated contact person.
- H. A site plan or map showing the location of the road and properties that receive access from or front this road.
- I. An application fee as may be adopted by resolution of the Board of County Commissioners.

[Added by Ord. 12-2002, 10/3/02]

**7.05.080 Notice Requirements**

The following notice requirements shall apply to all address and road name requests. The County Assessor's records shall be used as the official records for notification purposes.

- A. Type I, II, III, IV & V actions require notification of the following parties:
  1. Clackamas County Central Dispatch.
  2. The fire district(s) having jurisdiction.
  3. The Clackamas County Sheriff's Department.
  4. The main Portland post office.
  5. The local post office(s) having jurisdiction.
  6. The Clackamas County Department of Assessment and Taxation.
  7. Others as requested or deemed appropriate.
- B. In addition to the parties listed above, Type II, III & IV actions require notification of:
  1. All property owners whose address will be changed.
  2. The local community planning organization.
  3. The applicable city when the affected property is located within an area governed by an Urban Growth Management Agreement.

[Added by Ord. 12-2002, 10/3/02]

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## **Chapter 7.06**

### **7.06 WAYS OF NECESSITY, TRANSFER OF JURISDICTION TO THE CIRCUIT COURT**

#### **7.06.010 Authority**

Pursuant to ORS 376.200, the Board of County Commissioners of Clackamas County adopted an Ordinance removing the county governing body from jurisdiction over the establishment of ways of necessity. The Circuit Court of Clackamas County shall have jurisdiction of the statutory establishment of ways of necessity in Clackamas County. [Section 10(2), Chapter 862, Oregon Laws 1979; Ord. No. 79-2095, adopted 10/18/79]

#### **7.06.020 Affect of ordinance**

Nothing in this chapter affects any proceeding to establish a way of necessity if that proceeding was initiated before the effective date of this ordinance. [Ord. No. 79-2095, adopted 10/18/79]

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October 11, 2018

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement #DCHS-IGA-E-10145-2019  
with Multnomah County Dept. of County Human Services,  
Aging & Disability Services Division

<b>Purpose/Outcomes</b>	To provide supports for Veterans Directed Care services for eligible Veterans who reside in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Agreement total is \$46,460.49. The contract is funded through the Multnomah County provider agreements with the Veterans Administration health care system.
<b>Funding Source</b>	Local Funds - no County General Funds are involved.
<b>Duration</b>	Effective September 1, 2018 and terminates on March 31, 2019
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	9053

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department request approval of Agreement #DCHS-IGA-E-10145-2019 with Multnomah County, by and through its Aging, Disability and Veterans Services Division for the delivery of Veterans Directed Care (VDC) services to eligible Veterans who reside in Clackamas County. Clackamas County Social Services, as part of the State's Aging & Disability Resource Connection (ADRC) network, is participating with Multnomah County to coordinate program delivery for the VDC services. Multnomah County Aging, Disability, and Veterans Services Division (Multnomah ADVSD) is serving as the lead agency and fiscal agent.

The goal of the VDC program is to provide case management supports to veterans who are in need of nursing care at home, have needs that exceed the hours available through the VA's Homemaker/ Home Health Aid Program, and are interested in self-directed care. These services and supports will allow them to remain independent and engaged in their community as long as possible.

This Agreement was delayed as Multnomah County was not being able to release agreements to its subcontractors until their funding source released their agreement and approved the subcontracts.



This Agreement is effective September 1, 2018 through March 31, 2019 and provides up to \$46,460 in funding. No County General Funds are involved in this agreement. This Agreement was reviewed and approved by County Council on October 1, 2018.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services Dept.



## INTERGOVERNMENTAL AGREEMENT

Contract Number: DCHS-IGA-E-10145-2019

This is an Agreement between CLACKAMAS COUNTY SOCIAL SERVICES DI (Contractor) and MULTNOMAH COUNTY (County), referred to collectively as the "Parties."

CONTRACTOR ADDRESS:  
PO BOX 2950  
OREGON CITY, OR 97045

**Contract Documents.** This Contract includes the following attached documents:

### Attachments

Attachment Letter	Description
A	Veteran Directed Care Program
H-1	HIPAA Business Associate Agreement

### PURPOSE:

The purpose of this agreement is:

This agreement purchases the services of Clackamas County Social Services Division to implement the Veteran Directed Care (VDC) program for eligible Veterans in Clackamas County. The VDC program is for Veterans enrolled in the Veterans Administration (VA) health care system who are in need of nursing care at home, have needs that exceed the hours available through the VA's Homemaker/Home Health Aid Program, and are interested in self-directed care. The program is a collaboration between the VA and the Aging & Disabilities Resource Connection (ADRC) serving eligible Veterans. Multnomah County is administering the program on behalf of the ADRCs serving Washington, Clackamas, Marion, Douglas, Jackson, Josephine, and Klamath Counties. A summary of the current program rules is shown in **Attachment A**.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from 9/1/2018 12:00 AM to 3/31/2019 11:59 PM. This agreement may be renewed if the program is continued by the funder.
2. **CONSIDERATION.** The maximum payment under this Contract, including expenses, is 46,460.49.
3. **RESPONSIBILITIES OF CONTRACTOR.** The Contractor agrees to:
  - A. Designate a VDC Program Manager who shall coordinate Contractor's activities.
  - B. Assign Case Manager(s) to the VDC program and ensure that all appropriate staff is trained in the requirements and procedures of the program.
  - C. Carry out the activities described for the ADRC Case Manager provided by Multnomah County, including:
    1. Accept referrals from the VDC Coordinator;
    2. Provide assessment for each referred Veteran;
    3. Work with Veterans authorized for the program to designate a Director and then to develop and finalize a spending plan;

4. Provide Veteran/Director with orientation on hiring employees/caregivers, being an employer and how to work with the Financial Management Services (FMS) provider to hire new employees, complete background checks, enter and approve time worked, etc.;
  5. Submit a completed Employer of Record form to the FMS provider, who then sets the Veteran up in their system and pre-populates Federal and State tax forms
  6. Work with FMS provider to get each Veteran entered into the participant online portal; provide support or assistance as needed;
  7. Authorize budgets in FMS provider portal for monthly spending plans and for authorized purchases, and revise as necessary and as allowable per assessment and the Oregon VA-VDC Service Matrix;
  8. Monitor each enrolled Veterans' health, safety and outcomes by at least one (1) monthly phone call and one (1) visit each quarter, verify plan goals, spending, and identify any change in needs that could require a reassessment consult with VDC Coordinator as needed, and the VDC Coordinator of any significant changes in Veterans' situations;
  9. Coordinate Veteran reassessments at six months and annually thereafter;
  10. Follow procedures for voluntary and involuntary disenrollment of Veterans from the program and participate in reconciliation of Veterans accounts;
  11. Communicate with Multnomah County, the VDC Coordinator, FMS provider and Veterans as needed for effective operation of the program.
- D. Participate in monthly VDCV program meetings coordinated by Multnomah County.
- E. Participate in any data collection on the program requested by Multnomah County, such as client satisfaction surveys.
4. **RESPONSIBILITIES OF COUNTY.** The County agrees to:
- A. Designate a VDC ADRC Program Manager who will coordinate the overall program.
  - B. Provide initial training to Contractor on the requirements and procedures of the program, as well as updated information and/or training as the requirements and procedures change.
  - C. Contract with a Financial Management Services (FMS) provider, currently Premier FMS LLC, to manage individual Veterans' accounts.
  - D. Carry out the activities described for Multnomah County including:
    1. Paying FMS provider;
    2. Invoicing VA's Network Payment Center (VA NPC) for services;
    3. Paying Contractor (and other ADRC partners);
    4. Providing Veteran monthly spending reports to VDC Coordinator to review and approve; and
    5. When a Veteran is unenrolled, work with case manager and FMS provider to finalize expenses and billing to VA NPC.
  - E. Coordinate quarterly VDC program meetings.
  - F. Act as liaison with VA Network Payment Center and FMS provider.
  - G. Provide quality assurance by monitoring the work of Contractor and other ADRC partners.
5. **TERMINATION.** This agreement may be terminated by either party upon thirty (30) day's written notice.
6. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Contractor from and against all liability, loss and costs arising out of or resulting from the acts

of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Contractor shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Contractor its officers, employees and agents in the performance of this agreement.

7. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
8. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
9. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
10. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
11. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
12. **PAYMENT/BILLING.** Contractor shall invoice Multnomah County monthly for fees, up to an estimated maximum of **\$46,460.49**. Fees are currently:
  - A. Full or Partial Assessment (one-time assessment fee) of **\$703.78** for each full assessment (new Veteran referred and accepted into the program) or **\$351.89** for each partial assessment (Veteran assessed as a poor candidate for the program), up to and not-to-exceed a maximum of **\$10,556.70** for the term of this agreement.
  - B. Professional Fees Consultation (case management fee) of **\$421.19** per Veteran per month for an estimated maximum of 85 consultations, up to and not-to-exceed a maximum of **\$35,903.79** for the term of this agreement.

**If the allowable fees are changed by the VA, the fees listed will be changed by County. Notice of changes in fees will be made in writing. County will give Contractor advance notice of fee changes, to the extent County receives such notice from the VA.**

Contractor shall provide back-up to invoice showing individual Veterans served, using the form provided (or approved) by Multnomah County. Invoice and back-up are due by the 15<sup>th</sup> calendar day of the month. If required documentation and invoices are received on time, are complete and correct, the County will process payments within thirty (30) calendar days of receipt of monthly invoice and documentation.

All requests for payment shall be sent to the attention of:

Multnomah County  
Department of County Human Services/Aging, Disability & Veteran Services Division  
Contract Deliverables  
P.O. Box 40488  
Portland, OR 97204-0488

If submitting electronically, send **by secure email** to: [ADS.Contracts@multco.us](mailto:ADS.Contracts@multco.us)

County will remit payment to:

Clackamas County Social Services Division  
 P.O. Box 2950  
 Oregon City, OR 97405-8856  
 Contact: Stefanie Reid, stefanierei@co.clackamas.or.us

- 13. **ORS 190-COOPERATION OF GOVERNMENT UNITS.** This agreement does not constitute an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities of or for the other Party.
- 14. **FEDERAL FUNDS SUBRECIPIENT.** The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). If this Contract is a subaward (making Contractor a sub recipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

CFDA #	Program Title	Program Amount
N/A	N/A	N/A

- 15. **FISCAL REQUIREMENTS.** Not applicable.
- 16. **ADDITIONAL TERMS AND CONDITIONS:**
  - A. This is a requirements funding agreement for services on an as needed basis. If funds cease to be available to County in the amounts anticipated for this Agreement, County may reduce the scope of services to be provided and contract funding accordingly. Contractor will be notified in writing of any funding changes.
  - B. Contractor is a Business Associate of County for the purposes of this Contract (see attached Business Associate Agreement, Attachment H-1.)
- 17. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

# MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT

Contract Number: DCHS-IGA-E-10145-2019

## CONTRACTOR SIGNATURE

*I have read this Contract including any attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.*

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name (print): Richard Swift, Director; Health Housing & Human Services Dept.

Date: \_\_\_\_\_

Approved as to form:

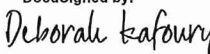


Date: 10/1/2018

## MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: \_\_\_\_\_

DocuSigned by:  
  
0A1C691BBA8143C...

Date: 9/26/2018 1:40:41 PM PDT

### County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A Veteran Directed Care Program

**Note:** *This is current description; Veterans Administration (VA) may change program rules.*

**Target Population:** All Veterans enrolled in VA health care system are eligible to participate in the Veteran Directed Care (VDC) program when the Veteran is “in need of nursing home care” and interested in self-directed care. Veterans are determined to be “in need of nursing home care” when **one (1)** or more of the following conditions is met:

- ⌚ Three (3) or more activities of daily living (ADL) dependencies
- ⌚ Significant cognitive impairment
- ⌚ Receiving hospice services
- ⌚ Two (2) ADL dependencies **and two (2)** or more of the following:
  - Three (3) or more instrumental activities of daily living (ADL) dependencies;
  - Recently discharged from inpatient rehabilitation facility or discharge contingent on receipt of VDC services;
  - 75 years old or greater;
  - Three (3) hospitalizations or 12 outpatient clinic/emergency evaluations in the past 12 months;
  - Diagnosis of Clinical Depression;
  - Lives alone in the community.
- ⌚ Meets some of the criteria of the target population, but clinically determined by the local VA Medical Center (VAMC) to need services.

VBC program is targeted to Veterans and caregivers whose home care needs exceed the average number of hours generally available through the Homemaker/Home Health Aide (H/HHA) Program at a VAMC or have difficulty with the traditional agency-based home care system, and who want to self-direct their services and supports.

**Services & Goods:** Aging & Disability Resource Connections (ADRCs) offering VDC must provide or assist in arranging self-directed services (within an approved budget based upon the needs and preferences of the participating Veterans and/or their representatives), including:

- ⌚ Veteran or representative-directed Care Services, including, but not limited to:
  - Personal Care (e.g. physical or verbal assistance with eating, bathing, dressing, grooming, and/or physical transfers)
  - Homemaker (e.g. cleaning, laundry, meal planning & preparation, shopping)
  - Adult Day Care
  - Assistive Technology (e.g. emergency response system, electronic pill minder)
  - Home-Delivered Meals
  - Caregiver Support (e.g. counseling, training)

- Respite Care
- Environmental Support (e.g. yard care, snow removal, extensive cleaning)
- Other goods and services needed to remain safely in the community (e.g. small appliances, adaptive devices, grab bars, ramp, lift chair, etc.)

**Note:** VDC services provided through the VDC program cannot duplicate any services that are already being provided to a Veteran or their family caregiver(s) by or through the VAMC.

- ⌚ Service Coordination and Administration:
  - Assessments
  - Options Counseling/Support Services including case management
  - Financial Management Services (FMS) - Fiscal/Employer Agent model preferred

The purchase of goods and services should meet all of the following criteria:

1. Meet the identified needs and outcomes in the Veteran's plan to assure the health and safety of the Veteran; **AND**
2. Collectively provide a feasible alternative to an institution; **AND**
3. Be the least costly alternative that reasonably meets the Veteran's identified needs; **AND**
4. Be for the benefit of the Veteran; **AND**
5. Be needed as the result of the Veteran's disability.

If all the above criteria are met, goods and services are appropriate purchases when they are reasonably necessary to meet the following outcomes:

- ⌚ Maintain the ability of the Veteran to remain in the community;
- ⌚ Enhance community inclusion and family involvement;
- ⌚ Develop or maintain personal, social, physical, or work related skills;
- ⌚ Decrease dependency on formal support services;
- ⌚ Increase the Veteran's independence;
- ⌚ Increase the ability of unpaid family members and friends to receive training and education needed to provide support.



## CLACKAMAS COUNTY SOCIAL SERVICES DIAttachment H-1

### Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement

#### A. General:

For purposes of this Contract, Contractor is County's business associate and will comply with the obligations set forth below and under HIPAA. Contractor and County agree to amend this Contract if necessary to allow County to comply with the requirements of HIPAA and its implementing regulations.

#### B. Definitions:

Terms used, but not otherwise defined in this Section, will have the same meaning as those terms in 45 CFR 160.103, 164.103, 164.402 and 164.501. A reference to a regulation means the section as in effect or as amended, and for which compliance is required.

- *Breach*: as defined in 45 CFR 164.402 and includes the unauthorized acquisition, access, use, or disclosure of Protected Health Information (PHI) that compromises the security or privacy of such information.
- *Designated Record Set*: as defined in 45 CFR 164.501.
- *Individual*: as defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- *Privacy Rule*: the standards for privacy at 45 CFR Part 160 and Part 164, subpart A and E.
- *Protected Health Information (PHI)*: means any information created for or received from County under the Contract from which the identity of an Individual can reasonably be determined, and includes, but is not limited to, all of the information within the statutory meaning of "Protected Health Information" in 45 CFR 160.103.
- *Required by Law*: as defined in 45 CFR 164.103.
- *Secretary*: the Secretary of the U.S. Department of Health and Human Services (HHS) or designee.
- *Security Rule*: the Standards for Security of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subpart A and C.
- *Unsecured Protected Health Information*: PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in 45 CFR 164.402.

#### C. Contractor's Obligations:

1. Contractor agrees to not use or disclose Protected Health Information (PHI) other than as permitted or required by this Contract or as Required or Permitted by Law. Contractor further agrees to use or disclose PHI only on behalf of, or to provide services to, the County in fulfilling Contractor's obligations under this Contract, and to not make uses or disclosures that would violate the Privacy Rule if done by County or violate the minimum necessary standard as described below.
2. When using, disclosing, or requesting PHI, Contractor agrees to make reasonable efforts to limit the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, in accordance with 45 CFR 164.514(d), with the following exceptions:
  - a) disclosures to or requests by a health care provider for treatment
  - b) disclosures made to the Individual about his or her own PHI
  - c) uses or disclosures authorized by the Individual
  - d) disclosures made to the Secretary in accordance with the HIPAA Privacy Rule
  - e) uses or disclosures that are Required by Law, and
  - f) uses or disclosures that are required for compliance with the HIPAA Transaction Rule.
3. Contractor is directly responsible for full compliance with the requirements of the HIPAA Privacy Rule and Security Rule to the same extent as County.
4. Contractor agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Contract.
5. Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR 164 Subpart C.
6. Contractor agrees to immediately notify County of any known or suspected incident or complaint involving PHI,

- including use or disclosure of PHI in violation of or not provided for by this Contract of which it becomes aware.
7. Contractor shall immediately notify County of a Breach of Unsecured PHI of which Contractor (or Contractor's employee, subcontractor, officer or agent) knows or should have known of through the exercise of reasonable diligence. Contractor's notification to County must:
    - a) Be in writing and provide an individual's contact information if needed for County's follow up communications,
    - b) Be made to County without unreasonable delay and no later than 30 calendar days after discovery of the Breach. A Breach is considered discovered as of the first day on which the Breach is known, or reasonably should have been known, to Contractor, subcontractor of Contractor, or any employee, officer or agent of Contractor, other than the individual committing the Breach,
    - c) Include the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach and the types of PHI involved,
    - d) Include the date of the Breach and date of discovery of the Breach,
    - e) Include description of what Contractor is doing to investigate the Breach, to mitigate loss, and to protect against any further or future Breaches,
    - f) Provide all information necessary for County to notify impacted Individuals under 45 CFR 164.404 without unreasonable delay after Contractor's discovery of the Breach, and
    - g) Provide any and all information, including preparation of reports or notices, needed for County to provide notification required under 45 CFR 164.406 and 164.408, as required or requested by County.
  8. Contractor agrees to mitigate, to the extent practicable and without unreasonable delay, any harmful effect that is known to Contractor of a use or disclosure of PHI or Breach of Unsecured PHI by Contractor in violation of the requirements of this Contract or HIPAA.
  9. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of County, agrees in writing to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2).
  10. Contractor agrees to provide access to PHI about an Individual contained in a Designated Record Set within the time, manner, form and format specified in Individual's or County's request as necessary to satisfy the County's obligations under 45 CFR 164.524. If an Individual requests access to information directly from Contractor, Contractor agrees to forward the request to County within 2 working days of receipt. County will be responsible for any denials of requested PHI.
  11. Contractor agrees to make any amendments to PHI in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 within the time and manner specified in County's request. Contractor shall not respond directly to requests from Individuals for amendments to their PHI in a Designated Record Set. Contractor agrees to forward the request to County within 2 working days of receipt.
  12. Contractor agrees to make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained or received by Contractor on behalf of County available to County or Secretary upon request of County or Secretary, in a time and manner designated by the County or the Secretary for purposes of the Secretary determining County's compliance with HIPAA.
  13. Contractor agrees to document disclosures of PHI and information related to such disclosures as required for County to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528. Contractor will make available, at a minimum, the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Contractor agrees to implement an appropriate record keeping process to comply with this Section.
  14. Contractor agrees to provide County or an Individual, within the time and manner specified in the request from County or Individual, information under Item 13 of this Section, to permit County to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528.
  15. Contractor must forward to County within 2 working days of receipt any request for restriction or confidential communications as described under 45 CFR 164.522 received from an Individual. Contractor must process such request in the time and manner as directed by County.
  16. If Contractor conducts in whole or part electronic transactions on behalf of County for which HHS has established standards, Contractor will comply and require its subcontractors and agents to comply, with each applicable requirement of the HIPAA Electronic Transactions Rule under 45 CFR Parts 160 and 162 and of any operating rules adopted by HHS with respect to the standard transactions.

**D. Termination:**

1. Notwithstanding any other termination provisions in this Contract, County may terminate this Contract in whole or in part upon 5 working days written notice to Contractor if the Contractor breaches any provision contained in this Contract and fails to cure the breach to County's satisfaction within the 5 working day period; provided, however, that in the event termination is not feasible County may report the breach to the Secretary.
2. Upon termination of this Contract for any reason, Contractor will extend the protections of this Contract to any PHI that Contractor is required to retain under any provision of this Contract. The terms of this Contract shall remain in effect until all of the PHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI as agreed upon by County, protections are extended to such information, in accordance with the termination provisions in this Section.
3. The obligations of Contractor under this Section D shall survive termination of the Contract.

**E. Remedies in Event of Breach:** Contractor recognizes that irreparable harm will result to County, and to County business, in the event of breach by Contractor of any of the covenants and assurances contained in this Contract. As such, in the event of breach of any of the covenants and assurances contained in Section C above, County will be entitled to enjoin and restrain Contractor from any continued violation of Section C. Furthermore, in the event of breach of Section C by Contractor, County is entitled to reimbursement and indemnification from Contractor for County's reasonable attorneys' fees and expenses and costs, including notices the County is required to give as a result of any Breach of Unsecured PHI, that were reasonably incurred as a result of Contractor's breach. The remedies contained in this Section E are in addition to (and do not supersede) any action for damages and/or any other remedy County may have for breach of any part of this Contract. This provision in Section E shall survive termination of the Contract.

**F. Interpretation:** Any ambiguity in this Contract shall be resolved in favor of a meaning that permits County to comply with HIPAA and its implementing regulations.

October 11, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Sub-recipient Professional Services Agreement with Cascade AIDS Project for  
HIV Testing and Counseling Services

<b>Purpose/Outcomes</b>	Provide HIV testing, counseling, and outreach to Clackamas County population.
<b>Dollar Amount and Fiscal Impact</b>	The maximum Agreement value is \$99,001.
<b>Funding Source</b>	Funding provided by the State of Oregon - Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Effective July 01, 2018 and terminates on June 30, 2019
<b>Previous Board Action</b>	No Previous Board Actions have been taken.
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Dawn Emerick, Public Health Director – (503) 655-8479
<b>Contract No.</b>	8985

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Sub-recipient Professional Services Agreement with Cascade AIDS Project for HIV Testing and Counseling Services. The County receives pass through funding through the Local Public Health Authority Agreement (LPHA) with the State of Oregon. This funding is a mix of federal and state funding. The County contracts with Cascade AIDS Project to manage the HIV program. This Agreement is retroactive due to an extensive review of scope of work with Program Management and Cascade AIDS to ensure we were meeting the needs of the program and the requirements of the grant.

This Agreement has a maximum value of \$99,001. This Agreement is effective July 1, 2018 and continues through June 30, 2019. This Agreement has been reviewed by County Counsel on September 20, 2018.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 19-005**

Project Name: HIV Counseling and Testing – Contract #8985  
Project Number: 40063

This Agreement is between Clackamas County, Oregon, acting by and through its  
Department of Health, Housing, and Human Services, Public Health Division  
and Cascade AIDS Project (CAP), an Oregon Nonprofit Organization.

**Clackamas County Data**

Grant Accountant: *Sherry Olson*

Program Manager: *Anna Summer*

Clackamas County – Public Health Division  
2051 Kaen Road, Suite 367  
Oregon City, OR 97045  
Phone: (503) 742-5342  
Email: SOlson4@co.clackamas.or.us

Clackamas County – Public Health Division  
2051 Kaen Road, Suite 367  
Oregon City, OR 97045  
Phone: (503) 742-5382  
Email: ASummer@co.clackamas.or.us

**SUBRECIPIENT Data**

Finance/Fiscal Representative: *Wenda Tai*

Program Representative: *Caitlin Wells*

Cascade AIDS Project  
520 NW Davis St., Suite 215  
Portland, OR 97209  
Phone: (503) 278-3880  
Email: wtai@cascadeaids.org

*Cascade AIDS Project*  
520 NW Davis St., Suite 215  
Portland, OR 97209  
Phone: (503) 278-3860  
Email: cwells@cascadeaids.org

DUNS: 180464919

**RECITALS**

1. Clackamas County ("COUNTY"), a political subdivision of the State of Oregon has an Intergovernmental Agreement ("IGA") for the Financing of Public Health Services through its Public Health Division, the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Clackamas County ("LPHA") and the State of Oregon acting by and through its Oregon Health Authority ("OHA") for the biennium period 2017-2019. Cascade AIDS Project ("SUBRECIPIENT") desires to partner with COUNTY to fulfill the objectives of such IGA, which includes Program Element 07 for HIV Prevention Services. Funds provided under this Agreement for such Program Element may only be used in accordance with and subject to the requirements and limitations for the following services and appropriate costs associated with the delivery of such services:
  - a. Confidential HIV counseling, rapid testing, and referral services;
  - b. Other HIV prevention services with evidence of effectiveness to identified high-risk populations in COUNTY's service area; and
  - c. Structural activities that facilitate the delivery of HIV prevention services to high-risk populations in COUNTY's service area.
  
2. Priority populations for service focus in Oregon are identified in the current HIV Prevention Comprehensive Plan. Funds awarded under this Agreement may only be expended on Services

included in COUNTY's HIV Prevention Program Model Plan that has been approved by the Department of Human Services ("DHS") HIV Prevention Program, with an emphasis focused predominantly on services for the high-risk populations identified above.

3. Project description: Expand HIV client-centered counseling, testing and referral services ("CTRS") and continue to provide outreach to CTRS to sexual and social networks of men who have sex with men ("MSM") and other priority populations who reside in Clackamas County.
4. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this SUBRECIPIENT Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

#### AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2018 and not later than June 30, 2019, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the 2017-2019 State of Oregon Intergovernmental Agreement by and through the Oregon Health Authority for the Financing of Public Health Services (Agreement No. 154103) and the U.S. Department of Health and Human Services, that is the source of the grant funding, in addition to compliance with requirements of Title 45 of the *Code of Federal Regulations*, Part 74.
4. **Grant Funds.** COUNTY's funding for this Agreement is the 2017-2019 Intergovernmental Agreement, HIV Prevention Activities for Health Departments, funded by the U.S. Department of Health and Human Services (CFDA No. 93.940) and issued to COUNTY by the State of Oregon. The maximum, not to exceed, grant amount that COUNTY will pay is \$99,001.00. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Exhibit E: Quarterly Performance Reports. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.

7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY subject to conditions contained in IGA 154103 as referenced in paragraphs 3 & 4. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
  - h) **Indirect Cost Recovery.** The Oregon Health Authority has approved an indirect cost rate of 10.553% for use by SUBRECIPIENT on this award, which is incorporated by reference into SUBRECIPIENT budget in Exhibit B.
  - i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.

- j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D1: SUBRECIPIENT Reimbursement Request.
- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (quarterly and final) during the term of this Agreement.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D1: SUBRECIPIENT Reimbursement Request on a monthly basis.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- n) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System ("DUNS") as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. SUBRECIPIENTS of Federal



awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- r) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications contained in IGA 154103, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to COUNTY, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

#### 10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.

- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- f) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- g) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - Procure a commercial sex act during the period of time the award is in effect; or
  - Used forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

#### 11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source

procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

## 12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the

term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.

- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days-notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** 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.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference are incorporated herein.

- **Exhibit A:** SUBRECIPIENT Statement of Program Objectives
- **Exhibit B:** SUBRECIPIENT Program Budget
- **Exhibit C:** Congressional Lobbying Certificate
- **Exhibit D:** Required Financial Reporting

- **Exhibit D.1** SUBRECIPIENT Reimbursement Request
- **Exhibit E:** Quarterly Performance Reports and State of Oregon HIV Prevention Program Workbook for FY2019
- **Exhibit F:** Final Financial Report
- **Exhibit G:** Residual Supplies Inventory
- **Exhibit H:** Parking Policy for CAP Employees

*(signature page follows)*

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY

CASCADE AIDS PROJECT (CAP)

Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humbertson  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

Signing on Behalf of the Board,

By: \_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

Approved to Form

By: \_\_\_\_\_  
County Counsel

Dated: 9/20/18

By:   
~~Tyler TerMeer, Executive Director~~  
Peter Parisot, Deputy Executive  
Director  
Dated: 9-26-18

**EXHIBIT A  
STATEMENT OF PROGRAM OBJECTIVES**

**Purpose**

Cascade AIDS Project (CAP), in collaboration with Clackamas County Public Health (CCPH) Infectious Disease Control and Prevention (IDCP) management and staff will execute this HIV Prevention statement of work according to the parameters below.

The overarching goals of this statement of work are the following:

- 1) Persons with HIV infection or uninfected person at risk for HIV infection in Clackamas County will be identified
- 2) People living with diagnosed HIV will have access to comprehensive prevention services, including linkage to medical care and treatment
- 3) At risk HIV-negative individuals in Clackamas County will have knowledge of and access to comprehensive HIV prevention services
- 4) Residents of Clackamas County will be aware of HIV prevention and treatment options through community-level HIV prevention activities, especially those at risk for HIV and People Living with HIV (PLWH)

**Scope of Program Services**

In order to achieve the goals defined above, CAP agrees to accomplish the following work as outlined in the log frame below:

<b>Goal</b>	<b>Objective</b>	<b>Outcome</b>	<b>Output</b>	<b>Activity</b>	<b>Input</b>
Persons with HIV infection or uninfected person at risk for HIV infection in Clackamas County will be identified	To increase HIV testing engagement by persons at risk for HIV and for communities with high HIV prevalence (MSM, PWID, etc.) by expanding HIV testing access in Clackamas County	Increase the number of high-risk HIV negative persons receiving an HIV test in Clackamas County through CAP's HIV prevention efforts by 25% by June 30, 2019	Weekly HIV Counseling Rapid Testing and Confirmatory Testing performed two hours per week for a total of at least 80 hours of routine HIV testing conducted by June 30, 2019  An additional 30 hours of HIV testing will be provided by CAP at other one-time event based sites, non-weekly routine testing sites, and/or pilot sites in Clackamas County by June 30, 2019.	<ol style="list-style-type: none"> <li>1. Conduct weekly rapid HIV testing and confirmatory testing and other prevention activities</li> <li>2. Provide HIV testing at other one-time event based sites, non-weekly routine testing sites, and/or pilot sites in Clackamas County with the intent of engaging Clackamas County residents most at risk for HIV.</li> <li>3. Using national, state and local epidemiologic data to guide decisions on populations &amp; geographic areas to focus HIV testing services, CAP will work with CCPH IDCP program</li> </ol>	CAP Prevention Navigator FTE: Provision of in-person and virtual testing and outreach services by CAP at Clackamas County sites for at-risk Clackamas County residents



			Rapid HIV testing will be offered in at least seven unique sites in Clackamas County by June 30, 2019	manager and DIS to determine scheduling and testing site plan for routine & non-routine testing activities	
People living with diagnosed HIV will have access to comprehensive prevention services, including linkage to medical care and treatment	To provide linkage to medical care and medical case management, including prevention services, for confirmed PLWH identified through CAP's Clackamas County HIV testing activities and/or through referrals from CCPH	90% of newly diagnosed HIV-positive persons identified through CAP's HIV testing activities will be linked to HIV medical care within 30 days of diagnosis	All newly diagnosed HIV-positive persons identified through CAP's Clackamas County HIV testing activities will be supported by CAP staff in order to access HIV medical care and other supportive services, including scheduling their first medical appointment and/or HIV medical care management intake.	<ol style="list-style-type: none"> <li>1. Provide referral and linkage to care services to all people who are identified as confirmed HIV positive through CAP's HIV testing activities. Linkage to care services may include connecting individuals who receive a confirmed positive HIV test result to services such as medical care, medical case management, health insurance navigation, DIS/partner services, and CareLink (early intervention services).</li> <li>2. Provide referral and linkage to care services support to CCPH DIS for any newly identified HIV positive and/or out-of-care HIV positive individuals identified by other testing services or out-of-care identification projects.</li> </ol>	CAP Prevention Navigator FTE – provision of in-person and virtual linkage to care and navigation services for HIV positive Clackamas County residents
At risk HIV-negative individuals in Clackamas County will have knowledge of and access to comprehensive	To increase consumer awareness, knowledge, access, and use of PrEP including referrals into PrEP education and	80% or more of high-risk HIV-negative individuals who receive an HIV test through CAP's Clackamas County activities will receive PrEP and/or other	At least 75 people will be provided with PrEP and/or nPEP referrals	<ol style="list-style-type: none"> <li>1. Provide PrEP and/or nPEP referrals to high-risk HIV-negative individuals</li> <li>2. Provide prevention services referrals/services (i.e. Syphilis testing, nPEP, syringe exchange) to high-risk HIV-individuals</li> </ol>	CAP Prevention Navigator FTE – provision of in-person and virtual prevention and case management services for at-risk

HIV prevention services	navigation services to Clackamas County residents at risk for HIV	Prevention Services referral/ service (i.e. Syphilis testing, nPEP, syringe exchange)			Clackamas County residents
<p>Residents of Clackamas County will be aware of HIV prevention and treatment options through community-level HIV prevention activities, especially those at risk for HIV and PLWH</p>	<p>To conduct community-level HIV prevention activities, including condom distribution, social marketing, community mobilization, and collaboration on harm reduction strategies such as syringe services</p>	<p>At least 70% of condoms are distributed to sites frequented by at-risk HIV negative persons (PWID, MSM, partners of PLWH) and PLWH</p> <p>At least 30% of those tested in Clackamas County will identify as Hispanic/Latino/Latinx and/or Black/African American</p> <p>Increase the number of high-risk HIV negative persons receiving an HIV test in Clackamas County through CAP's HIV prevention efforts by 25% by June 30, 2019</p>	<p>Distribute 8,000 condoms to at least 8 different sites in Clackamas County.</p> <p>Reach people at least 20,000 times through targeted outreach efforts using print materials, digital strategies via social media and geo-social networking apps such as banner ads, online profiles, Facebook posts and events, and other media as appropriate</p>	<ol style="list-style-type: none"> <li>1. CAP will examine state and local data provided by CCPH, OHA, CDC, and other sources in order to identify populations most at risk for HIV in Clackamas County</li> <li>2. As appropriate, identify and partner with culturally-specific organizations to deliver targeted community-level HIV prevention services</li> <li>3. Distribute safer sex materials (e.g. condoms and lubricant) to communities at risk for HIV and at community specific venues</li> <li>4. Conduct targeted outreach efforts using print materials, digital strategies via social media and geo-social networking apps such as banner ads, online profiles, Facebook posts and events, and others as appropriate</li> </ol>	<p>CAP Prevention Navigator FTE – provision of in-person and virtual prevention services at Clackamas County sites for at-risk Clackamas County residents and provision of prevention materials and content for print and on-line/virtual distribution to Clackamas County residents</p> <p>Advertising &amp; Outreach expenses – used primarily for promotions on digital media platforms such as Facebook &amp; Growlr</p> <p>Safer Sex material expenses – used to purchase specialty items that OHA may be unable to provide (i.e. insertive condoms, dental dams, lube, etc.)</p>

**CAP reporting requirements:**

- 1) Quarterly Workbook completion by the following dates: October 23, 2018; January 23, April 23, and July 23, 2019.
- 2) Quarterly management check-in meetings to review deliverables - dates to be scheduled between CAP and CCPH IDCP management during week of workbook completion (see dates above).
- 3) Routine CAP internal tracking reports of prevention services activities not provided in sHIVer or Workbook reporting formats provided to CCPH program manager and staff to utilize for planning and intervention services as needed [frequency of reporting, means of verification and person(s) responsible outlined in internal tracking sheet developed by CAP/CCPH management].
- 4) Quarterly in-person meetings as well as on-going communication as needed w/ CCPH DIS and CAP field staff to coordinate outreach and services.

**CCPH agrees to accomplish the following in support of CAP as part of this contract:**

- 1) Provision of local and relevant (as mutually determined between CAP and CCPH) data to support goals 1-4 in this Scope of Work
- 2) DIS staff time to collaborate and plan to accomplish goals 1-4 in this Scope of Work
- 3) Infectious Disease Control and Prevention management time to provide oversight and support on goals 1-4 in this Scope of Work
- 4) Office space at CCPH Public Services Building to accommodate CAP's Prevention Navigator a minimum of one day a week

## EXHIBIT B BUDGET

HIV Prevention - FY19 Subcontractor Line Item Budget							Contract Amount: \$ 99,901	
Complete all yellow shaded areas and call values colored blue.								
For assistance, contact: Barbara Keepes, 971-673-0573, barbara.j.keepes@state.or.us								
County: Clackamas								
Subcontractor: Cascade AIDS Project								
Completed by: (Include contact information): Erin Butler, Manager of Prevention Services (ebutler@cascadeaids.org) & Caitlin Wells (cwells@cascadeaids.org)								
Completed: 6/20/2018								
<b>IMPORTANT:</b>								
1. This form must be completed by staff responsible for program budgets and fiscal monitoring.								
2. If your agency is subcontracting for services, a separate line item budget is required for each subcontractor.								
Budget Categories	Description						Services / Costs Sub-Total	
A) Personnel	Name & Title	Annual Salary & Fringe (Direct Services)	FTE based on 2080 hr work year	Rate / hr	Hrs / mo	# of mo. budgeted	Total	
	<i>Example</i>	<i>JANE DOE, R.N.</i>	<i>\$38,750.00</i>	<i>0.50</i>	<i>#DIV/0!</i>	<i>86.67</i>	<i>12</i>	<i>#DIV/0!</i>
	1	Director of Healthcare Operations	\$84,460.00	0.05	\$40.61	8.67	12	\$4,223.00
	2	Manager of Prevention Services***	\$57,165.00	0.10	\$27.48	17.33	12	\$5,716.50
	3	Manager of Clinical Health Services**	\$54,590.00	0.10	\$26.25	17.33	12	\$5,459.00
	4	HIV/STI Testing Coordinator**	\$41,923.00	0.10	\$20.16	17.33	12	\$4,192.30
	5	Prevention Navigator*	\$41,923.00	0.80	\$20.16	138.67	12	\$33,538.40
	6	Bilingual Prevention Navigator*	\$42,869.00	0.05	\$20.61	8.67	12	\$2,143.45
<b>Total</b>		<b>\$322,930.00</b>	<b>1.20</b>	<b>\$155.25</b>	<b>208.00</b>		<b>\$55,272.65</b>	
B) Fringe Benefit	Personnel Costs	Fringe Benefit Rate %					Total:	
	\$55,272.65	28%					15476.34	
*Provides HIV Testing **Provides HIV Testing support & quality assurance *** Provides program oversight and supervision See Narrative Tabs for further details								
C) Travel	Item	Include calculations for lodging, per diem, mileage, location of travel, number of people traveling and purpose of travel. Mileage rate may not exceed \$0.545 / mile. Do not budget mileage on county owned cars.						
	Detail							
	1	Program Mileage to travel to HIV testing sites, Community Mobilization meetings and events, Condom Distribution, PrEP and other prevention programming (\$0.94 x 1000 miles) High mileage due to travel to Seattle, WA					\$540.00	
	2	Program Parking from traveling to/from program activities as described above (\$15 per day x 60 days)					\$900.00	
	3	Per Diem - Per Diem costs for Prevention Navigator to attend phlebotomy training, Seattle WA (required for confirmatory HIV testing)					\$300.00	
	4	Lodging - Lodging Costs for Phlebotomy Training, Seattle WA					\$450.00	
5						\$0.00		
<b>Total</b>							<b>\$2,190.00</b>	
D) Equipment	Item	Equipment is defined as costing \$5000 or greater and having a useful life of at least one year. Equipment purchases must be preapproved.						
	Detail							
	1						\$0.00	
	3						\$0.00	
<b>Total</b>							<b>\$0.00</b>	
E) Supplies	Item	List supply detail including office & medical supplies. If using an allocation method, detail how costs are allocated, (i.e. FTE, sq footage, etc.). For supplies, list item, quantity and cost. Preprinted, purchased materials are considered a supply item, direct printing costs of materials, is to be listed in section G, Other. The purchase of furniture is not allowed in this award.						
	List Item and cost							
	1	Clinical Supplies - For HIV Testing Including: gauze, phlebotomy supplies, bandages, lancets, disposable test pads, surface					\$250.00	
	2	Safer Sex Supplies - Specialty condoms, insertive condoms, and lube for distribution in Clackamas County					\$500.00	
	3	HIV Test Kits - Box of 25 @ \$250.00 x 4 + Home Test Kits for hard to reach communities 75 tests @ \$28					\$3,100.00	
4	Central Supplies - General office supplies (e.g. pens, paper, note pads, etc.) based on FTE for program (\$226.67 x 1.2)					\$272.00		
<b>Total</b>							<b>\$4,122.00</b>	
F) Consultants	List all consultant costs and area in which consultative services to be provided							
	1	Summarize cost for each consultant						
	<b>Total</b>							<b>\$0.00</b>

Cascade AIDS Project  
 Federal SUBRECIPIENT Agreement – 19-005  
 Page 17 of 25

G) Other	List costs for staff training or trainings that the LPHA will be providing, marketing / advertising costs for all replication and distribution of materials, telephone, and other direct costs not already indicated. Printing costs, postage and office equipment rental. Note: food and beverages are only allowable when used as an incentive or as an integral part of an intervention. Incentives must be detailed, including individual costs, purpose of the incentive, and how incentive is to be used and tracked. For negotiable incentives, e.g., gift cards, a copy of cash handling procedures must be submitted with any request for incentive use. Any costs that are allocated costs must include allocation method.		
	Item	Detail	
	1	Staff Training - Agency trainings calculated at actual FTE (\$150 x 1.2 FTE), HIV Prevention Specific Trainings e.g. Trauma Informed Care, Motivational Interviewing, phlebotomy, etc.	\$180.00
	2	Phone - Phone costs for basic service (FTE based \$451.15 x 1.2 FTE), and \$35 x 12 mos cell phone reimbursement for 1 staff	\$450.00
	3	Copies & Printing - FTE based (\$275 x 1.2 FTE) copier & printing charges for testing materials, palm cards, flyers, prevention messaging (e.g. PREP, HIV 101), etc. Costs are shared across programs.	\$530.00
	4	Advertising for HIV Testing Recruitment & HIV Prevention Messaging - Costs include at least one print ad during Pride week, targeted social media promotions, and geosocial networking app paid push messages and banner ads.	\$605.00
5	recruitment, background investigation of all potential new volunteers, volunteer training, and printing of volunteer materials.	\$1,250.00	
	<b>Total</b>	<b>\$3,015.00</b>	
H) Contractual	List all subcontracts, submit a separate line item budget for each contractor		
	Item	Subcontracted Agency	
	1		\$0.00
	<b>Total</b>		<b>\$0.00</b>
I) Total Direct Costs	Sum of A - H		
	<b>Total</b>		<b>\$80,076.00</b>
J) Other - Excluded per MTDC	List all sub-contracts and all contractual costs. Note: Line Item Budgets must be submitted for each Subcontractor		
		Subcontracted Agency	Total Cost
	1	Davis Office Rent - Office space and utilities for direct services staff based on FTE	\$8,750.00
2	Belmont Office Rent (Pivot) - Office space & utilities for all clinical supplies, safer sex materials, & Pivot services that are provided to Clackamas County residents at location.	\$1,725.00	
K) Indirect Costs	Item	10.553% of direct costs. Indirect costs are those costs that are incurred for common or joint purposes and not attributable exclusively and directly to the HIV Prevention Program. Rate is specifically approved in writing by OHA for SUBRECIPIENT on this award.	\$8,450.42
	<b>Total</b>		
<b>Total Direct Program Expenses - must match contract amount - sum of I &amp; J</b>			<b>\$99,001</b>

**EXHIBIT C  
CONGRESSIONAL LOBBYING CERTIFICATE**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

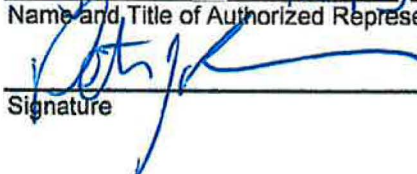
If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

<u>Cascade AIDS Project</u>	<u>Project # 40063</u>
Organization Name	Award Number or Project Name
<u>Peter Parisot, Deputy Executive Director</u>	
Name and Title of Authorized Representative	
	<u>9-26-18</u>
Signature	Date

**EXHIBIT D  
REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUEST**

<b>PROJECT NAME: HIV Testing and Counseling</b>	<b>AGREEMENT #19-005</b>
<b>SUBRECIPIENT: Cascade AIDS Project</b>	

**COMPENSATION AND RECORDS**

- A. CLACKAMAS shall compensate SUBRECIPIENT for satisfactorily completing activities described in EXHIBIT A. above.
- B. The total payment to SUBRECIPIENT shall not exceed **\$99,001.00**.
- C. CLACKAMAS agrees to pay SUBRECIPIENT true and verifiable expenses on a monthly basis after payment is received from the State of Oregon.
- B. Method of Payment: To receive payment, SUBRECIPIENT shall submit Request for Reimbursement Form monthly for true and verifiable expenses as outlined below:

SUBRECIPIENT shall submit Request for Reimbursement Form monthly for true and verifiable expenses by the tenth day of the month following that in which service was performed. Requests shall be submitted to Clackamas County Public Health, Attn: Sherry Olson 2051 Kaen Road, Suite 367, Oregon City, Oregon 97045, or electronically to: [SOlson4@co.clackamas.or.us](mailto:SOlson4@co.clackamas.or.us) . When submitting electronically, designate SUBRECIPIENT name and contract **19-005** in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided that the Program Supervisor has approved the service specified on the invoice, COUNTY shall pay the amount requested to SUBRECIPIENT.

**Withholding of Contract Payments:** Notwithstanding any other payment provision of this Agreement, should SUBRECIPIENT fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of SUBRECIPIENT.

SUBRECIPIENT shall complete the State of Oregon HIV Prevention Program Workbook for FY2016 (Exhibit E) **quarterly**. CCPHD will complete their section of the workbook and send the workbook electronically via E-mail to subrecipient by the tenth day of the month. SUBRECIPIENT will complete their sections and return to CCPHD by the 20<sup>th</sup> of the month. **Completed workbook due to OHA 30 DAYS AFTER QUARTER END.**

**Reporting Periods:**

**07/01/2018 - 09/30/2018, 10/31/2018 - 12/31/2018, 01/01/2019 - 03/31/2019, 04/01/2019 - 06/30/2019**

- C. **Record and Fiscal Control System:** All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of seven (7) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. **Access to Records:** COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of SUBRECIPIENT which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to SUBRECIPIENT were in excess of the amount to which SUBRECIPIENT was entitled, then SUBRECIPIENT shall repay the amount of the excess to COUNTY.

**(Sample of Request for reimbursement form on next page)**



## Exhibit D.1 SUBRECIPIENT REQUEST FOR REIMBURSEMENT

Note: This form derives from the approved budget in your grant Agreement.  
 All expenditures must have adequate supporting documentation.

<b>SUBRECIPIENT</b> _____ <b>Address:</b> _____ <b>Contact Person:</b> _____ <b>Phone Number:</b> _____ <b>E-mail:</b> _____	<b>Grant Number:</b> #19-005 <b>Report Period:</b> _____ <b>Contract #:</b> _____ <b>Federal Award #:</b> _____ <b>CFDA(s):</b> _____
--	---

Budget Category	Budget	Current Draw Request	Previously Requested	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Grant Funds Requested</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

**CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

**Prepared by:** \_\_\_\_\_  
**Authorized**  
**Signer:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Department Review**

**Project Officer Name:** \_\_\_\_\_  
**Department:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT E**  
**MONTHLY AND FINAL PERFORMANCE REPORT**

<b>PROJECT NAME: HIV Testing and Counseling</b>	<b>AGREEMENT #19-005</b>
<b>SUBRECIPIENT: Cascade AIDS Project</b>	

OHA will send the HIV Prevention Program Workbook to CAP and CCPHD. CAP will complete the workbook and send to CCPHD 10 days prior to the OHA due date (30 DAYS AFTER QUARTER END)

**Reporting Periods:**

**07/01/2018 - 09/30/2018, 10/31/2018 - 12/31/2018, 01/01/2019 - 03/31/2019, 04/01/2019 - 06/30/2019**

**CLACKAMAS COUNTY AND CASCADE AIDS PROJECT SUBRECIPIENT AGREEMENT  
EXHIBIT F: FINAL FINANCIAL REPORT**

<b>Project Name: HIV Testing and Counseling</b>	<b>Agreement #: 19-005</b>
<b>Federal Award #: #154103</b>	<b>Date of Submission: XX/XX/XX</b>
<b>SUBRECIPIENT: Cascade AIDS Project</b>	
<b>Has SUBRECIPIENT submitted all requests for reimbursement? Y/N</b>	
<b>Has SUBRECIPIENT met all programmatic closeout requirements? Y/N</b>	

**Final Financial Report**

Report of Funds received, expended, and reported as match (if applicable) under this agreement

<b>Total Federal Funds authorized on this agreement:</b>	
<b>Year-to-Date Federal Funds requested for reimbursement on this agreement:</b>	
<b>Total Federal Funds received on this agreement:</b>	
<b>Balance of unexpended Federal Funds (Line 1 minus Line 3):</b>	

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

SUBRECIPIENT's Certifying Official (printed): \_\_\_\_\_

SUBRECIPIENT's Certifying Official (signature): \_\_\_\_\_

SUBRECIPIENT's Certifying Official's title: \_\_\_\_\_

**CLACKAMAS COUNTY AND CASCADE AIDS PROJECT SUBRECIPIENT GRANT AGREEMENT  
 EXHIBIT G: RESIDUAL SUPPLIES INVENTORY**

<b>Project Name:</b> HIV TESTING AND COUNSELING	<b>Agreement #:</b> 19-005
<b>Federal Award:</b> #154103	<b>Date of Submission:</b> XX/XX/XX
<b>SUBRECIPIENT: CASCADE AIDS PROJECT</b>	
<b>Is this program continuing beyond the expiration of this agreement?: Y/N</b>	
<b>If yes, does the subrecipient request to continue to use all or part of the supplies? Y/N</b> <b>(If yes, identify all such supplies below by marking it with a highlighter)</b> <b>OR</b> <b>Does the subrecipient request the use of the supplies on</b> <b>other federally-supported activities? Y/N</b> <b>If subrecipient does not request continued use of items of equipment, the federal agency will issue</b> <b>disposition instructions. Other agency-specific requirements may apply.</b>	

**Residual Supplies Inventory**

Items of Supplies with an Aggregate, Current Fair Market Value of  
 \$5,000 or more and purchased with Federal Grant Funds

*Attach more sheets if necessary*

Items Description	Location	Estimated Current Fair Market Value	Disposition Date & Price, if applicable

SUBRECIPIENT's Certifying Official (printed): \_\_\_\_\_

SUBRECIPIENT's Certifying Official (signature): \_\_\_\_\_

SUBRECIPIENT's Certifying Official's title: \_\_\_\_\_

SUBRECIPIENT's Certifying Official's telephone: \_\_\_\_\_

**EXHIBIT H**  
**Parking Policy for CAP Employees**

*Excerpt from Cascade AIDS Project's Personnel Manual*

**1.16 - Parking**

You are strongly encouraged to utilize the mass transit system that is available in our area. CAP normally does not provide parking spaces or parking subsidies to CAP employees.

However, if the needs or requirements of your job on a particular day necessitate driving to work rather than the use of public transportation, reimbursement for parking expenses may be provided.

*HIV Testing and Reimbursement for Parking*

CAP staff that test offsite from CAP's main office fall under the provision of "requirement of your job on particular day necessitate driving to work". Our HIV testing policies and procedures require that staff gather testing supplies from the office before going to an outreach site and to return the materials at the end of the testing event. This includes confidential health information of our clients, as well as supplies and blood samples that must be kept in a temperature regulated environment.

CAP does not provide parking reimbursement to staff that will only be at CAP's main office (or any other office) for the entirety of their work day.



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October 11, 2018

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement for Right of Way Services with  
the Oregon Department of Transportation for the  
Jennings Ave: OR 99E to Oatfield Rd. Project**

<b>Purpose/Outcomes</b>	Defines the roles and responsibilities of the County and ODOT relating to acquiring right of way for the Jennings Ave: OR 99E to Oatfield Rd. Project.
<b>Dollar Amount and Fiscal Impact</b>	Not to exceed \$5,000 Overall Project Cost Estimate: \$4,040,213; STP funds: \$3,625,283; County match: \$414,930 (10.27% min)
<b>Funding Source</b>	Federal Surface Transportation Program (STP) and County Road Funds.
<b>Duration</b>	Completion of the Project or ten (10) years following the date of final execution, whichever is sooner.
<b>Previous Board Action</b>	01/05/17: BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects. 06/29/17: BCC Approval of Supplemental Project Agreement No. 31035 defining the roles and responsibilities of the County and ODOT relating to design and construction of the proposed project improvements.
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Build a strong infrastructure</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Sharan Hams-LaDuca, Senior Right of Way Agent, 503-742-4675

The Jennings Avenue: OR 99E to Oatfield Rd. Project will construct sidewalks on the north side and bike lanes on both the north and south sides of Jennings Avenue from OR 99E to Oatfield Rd. for enhanced bicycle and pedestrian connectivity. This project will be administered through the existing Local Agency Certification Program Agreement No. 30923 with ODOT and the Supplemental Project Agreement No. 31035 also with ODOT.

This Intergovernmental Agreement between Clackamas County and the Oregon Department of Transportation (ODOT) defines the roles and responsibilities of both parties relating to acquiring right of way for the project. This project uses Federal Surface Transportation Program (STP) funds and therefore requires ODOT certification of the Right of Way Acquisition. This is a customary step in the project delivery process for federally funded projects.

This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the attached Intergovernmental Agreement for Right of Way Services for the Jennings Avenue: OR 99E to Oatfield Road Project.

Respectfully submitted,

Sharan Hams-LaDuca  
Senior Right of Way Agent  
Transportation and Development

**INTERGOVERNMENTAL AGREEMENT  
FOR RIGHT OF WAY SERVICES**

(Jennings Ave: OR 99E to Oatfield Road)

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and County of Clackamas, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. That certain Jennings Avenue and Oatfield Road are County Roads under the jurisdiction and control of Agency and Agency may enter into an agreement for the acquisition of real property.
4. OR-99E, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission(OTC).
5. This Agreement shall define roles and responsibilities of the Parties regarding the real property to be used as part of right of way for road, street or construction of public improvement. The scope and funding is further described in Local Agency Certification Supplemental Project Agreement 31035, Master Certification Agreement number 30923. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "Project."
6. As of this time there are no local public agencies (LPAs) certified to independently administer federal-aid projects for right of way services. Therefore, State is ultimately responsible for the certification and oversight of all right of way activities under this Agreement (except as provided under "Agency Obligations" for LPAs in State's certification program for consultant selection).

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:



## **TERMS OF AGREEMENT**

1. Under such authority, to accomplish the objectives in Agreement No. 31025 & 30923 , State and Agency agree to perform certain right of way activities shown in Special Provisions - Exhibit A, attached hereto and by this reference made a part hereof. For the right of way services State performs on behalf of the Agency, under no conditions shall Agency's obligations exceed a maximum of \$5,000, including all expenses, unless agreed upon by both Parties.
2. The work shall begin on the date all required signatures are obtained and shall be completed no later than 10 calendar years following the date of final execution, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
3. The process to be followed by the Parties in carrying out this Agreement is set out in Exhibit A.
4. It is further agreed both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual."

## **STATE OBLIGATIONS**

1. State shall perform the work described in Special Provisions - Exhibit A.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
4. State's right of way contact person for this Project is David Mendelson, Right of Way Project Manager, 123 NW Flanders Street, Portland OR 97209, 503-731-8451), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

## **AGENCY OBLIGATIONS**

1. Agency shall perform the work described in Special Provisions - Exhibit A.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current

appropriation or limitation of current budget. Agency is willing and able to finance all, or its pro-rata share of all, costs and expenses incurred in the Project up to its maximum.

3. Agency's needed right of way services, as identified in Exhibit A, may be performed by qualified individuals from any of the following sources:
  - a. Agency staff,
  - b. State staff,
  - c. Staff of another local public agency, as described in ODOT's Right of Way Manual and approved by the State's Region Right of Way Office;
  - d. Consultants from State's Full Service Architectural and Engineering (A&E) Price Agreement 2 Tier Selection Process. Tier 2 procurements must be requisitioned through State's Local Agency Liaison (LAL) with solicitation process administered by State Procurement Office. Forms and procedures for Tier 2 process are located at: <http://www.oregon.gov/ODOT/CS/OPO/docs/fs/tier2guide.doc>;
  - e. \*Appraiser services procured by Agency from State's Qualified Appraiser List (on line at <http://www.oregon.gov/ODOT/HWY/ROW/Pages/index.aspx>);
  - f. \*Other right of way related services procured by Agency from any source of qualified contractors or consultants.

\* Selections may be based on price alone, price and qualifications, or qualifications alone followed by negotiation. **Federally funded procurements** by Agency for right of way services must be conducted under State's certification program for consultant selection and must comply with requirements in the [LPA A&E Requirements Guide](#) (and must use the State's standard [A&E Contract Template for LPAs](#) which may be modified to include State-approved provisions required by Agency). **State and local funded procurements** by Agency must be in conformance with applicable State rules and statutes for A&E "Related Services" (and Agency may use its own contract document).

4. If Agency intends to use Agency staff, staff of another local public agency, consultants (except for consultants on State's Qualified Appraiser List), or contractors to perform right of way services scheduled under this Agreement, Agency must receive prior written approval from State's Region Right of Way Office.
5. The LPA A&E Requirements Guide and A&E Contract Template referenced above under paragraph 3 are available on the following Internet page: [http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx#Local\\_Public\\_Agency\\_\(LPA\)\\_Consultant\\_Templates\\_and\\_Guidance\\_Docs](http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx#Local_Public_Agency_(LPA)_Consultant_Templates_and_Guidance_Docs).
6. Agency or its subcontractor will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual."
7. Agency represents that this Agreement is signed by personnel authorized to do so on behalf of Agency.

8. Agency's right of way contact person for this Project is Sharan Hams-LaDuca, Right of Way Program Manager, Clackamas County Dept. of Transportation, 150 Beaver Creek Road, Suite 325, Oregon City, OR 97045, 503-742-4675, SHamsLaDuca@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **PAYMENT FOR SERVICES AND EXPENDITURES:**

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Agency agrees to pay or reimburse State a maximum amount of \$(5,000.00). Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both Parties.
2. Agency agrees to reimburse salaries and payroll reserves of State employees working on Project, direct costs, costs of rental equipment used, and per-diem expenditures.

## **GENERAL PROVISIONS:**

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person, under any of the following conditions:
  - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may be authorized.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.
6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
7. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
8. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to

reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. When federal funds are involved in this Agreement, Exhibits B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by Agency.
11. When federal funds are involved in this Agreement, Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
12. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
13. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
14. This Agreement and attached exhibits and Agreement No. 31035 & 30923 constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**Signature Page to Follow**

**COUNTY OF CLACKAMAS**, by and through its Elected Officials

By \_\_\_\_\_  
Commisioner

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_

Date \_\_\_\_\_

**Agency Contact:**

Sharan Hams-LaDuca  
150 Beavercreek Road  
Oregon City, OR 97045  
SHamsLaDuca@co.clackamas.or.us

**State Contact:**

David Mendelson  
123 NW Flanders St.  
Portland, OR 97209  
503-731-8451  
David.Mendelson@odot.state.or.us

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
State Right of Way Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Right of Way Manager

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By N/A  
Assistant Attorney General

Date \_\_\_\_\_

**APPROVED**

(If Litigation Work Related to Condemnation is to be done by State)

By N/A  
Chief Trial Counsel

Date \_\_\_\_\_



**SPECIAL PROVISIONS EXHIBIT A**  
**Right of Way Services**

THINGS TO BE DONE BY STATE OR AGENCY

1. Pursuant to this Agreement, the work performed on behalf of the Agency can be performed by the Agency, the Agency's consultant, the State or a State Flex Services consultant, as listed under Agency Obligations, paragraph 3 of this Agreement. The work may be performed by Agency staff or any of these representatives on behalf of Agency individually or collectively provided they are qualified to perform such functions and after receipt of approval from the State's Region 1 Right of Way Manager.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.

**Instructions:** Insert either: State, Agency, or N/A on each line.

**A. Preliminary Phase**

1. Agency shall provide preliminary cost estimates.
2. Agency shall make preliminary contacts with property owners.
3. Agency shall gather and provide data for environmental documents.
4. Agency shall develop access and approach road list.
5. Agency shall help provide field location and Project data.

**B. Acquisition Phase**

1. General:
  - a. When doing the Acquisition work, as described in this Section, Agency shall provide State with a status report of the Project monthly.
  - b. Title to properties acquired shall be in the name of the Agency.
  - c. The Agency shall adopt a resolution of intention and determination of necessity in accord with ORS 35.235 and ORS 35.610, authorizing acquisition and condemnation, such approval will be conditioned on passage of a resolution by Agency substantially in the form attached hereto as Exhibit D, and by this reference made a part hereof. If the Oregon Department of Justice is to handle condemnation work, prior approval evidenced by Chief Trial Counsel, Department of Justice, signature on this Agreement is required; and authorization for such representation

shall be included in the resolution adopted by the Agency. Prior approval by Oregon Department of Justice is required.

2. Legal Descriptions:

- a. Agency shall provide sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
- b. Agency shall provide construction plans and cross-section information for the Project.
- c. Agency shall write legal descriptions and prepare right of way maps. If the Agency acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide" and the "Right of Way Engineering Manual." The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
- d. Agency shall specify the degree of title to be acquired (e.g., fee, easement).

3. Real Property and Title Insurance:

- a. Agency shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.
- b. Agency shall determine sufficiency of title (taking subject to). If the Agency acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current "State Right of Way Manual" and the "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide." Agency shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the State copies of any title policies for the properties acquired.
- c. Agency shall conduct a Level 1 Initial Site Assessment, according to State Guidance, within Project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the Project design as possible, but at a minimum prior to property acquisition or approved design.
- d. Agency shall conduct a Level 2 Preliminary Site Investigation, according to State Guidance, of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Initial Site Assessment indicates the potential presence of contamination that could impact the properties.

- If contamination is found, a recommendation for remediation will be presented to State.
- e. Agency shall be responsible for proper treatment and cost of any necessary remediation.
  - f. Agency shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.
4. Appraisal:
- a. Agency shall conduct the valuation process of properties to be acquired.
  - b. Agency shall perform the Appraisal Reviews to set Just Compensation.
  - c. Agency shall recommend Just Compensation, based upon a review of the valuation by qualified personnel.
5. Negotiations:
- a. Agency shall tender all monetary offers to land-owners in writing at the compensation shown in the appraisal review. Agency shall have sole authority to negotiate and make all settlement offers. Conveyances taken for more or less than the approved Just Compensation will require a statement justifying the settlement. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions.
  - b. State and Agency shall determine a date for certification of right of way and agree to cosign the State's Right of Way Certification form. State and Agency agree possession of all right of way shall occur prior to advertising for any construction contract, unless exceptions have been agreed to by Agency and State.
  - c. Agency agrees to file all Recommendations for Condemnation at least seventy (70) days prior to the right of way certification date if negotiations have not been successful on those properties.
6. Relocation:
- a. Agency shall perform any relocation assistance, make replacement housing computations, and do all things necessary to relocate any displaced parties on the Project.
  - b. Agency shall make all relocation and moving payments for the Project.
  - c. Agency shall facilitate the relocation appeal process.

### **C. Closing Phase**

1. Agency shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments. If State is working as a consultant for the Agency, State shall submit all signed Final Report packets, information required by the Uniform Act, and agreements to the Agency.
2. Agency shall record conveyance documents, only upon acceptance by appropriate agency.

### **D. Property Management**

1. Agency shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.
2. Agency shall dispose of all improvements and excess land consistent with State and Agency prevailing laws and policies.

### **E. Condemnation**

1. Agency may offer mediation if the Agency and property owners have reached an impasse.
2. Agency shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
3. Agency shall perform all legal and litigation work related to the condemnation process. Agency is responsible for passage of a resolution substantially in the form attached hereto as Exhibit D, and by this reference made a part hereof, specifically identifying the property being acquired.
4. When State shall perform legal or litigation work related to the condemnation process, Agency acknowledges, agrees and undertakes to assure that no member of Agency's board or council, nor Agency's mayor, when such member or mayor is a practicing attorney, nor Agency's attorney nor any member of the law firm of Agency's attorney, board or council member, or mayor, will represent any party, except Agency, against the State of Oregon, its employees or contractors, in any matter arising from or related to the Project which is the subject of this Agreement.

### **F. Transfer of Right of Way to State**

When right of way is being acquired in Agency's name, Agency agrees to transfer and State agrees to accept all right of way acquired on the State highway. The specific method of

conveyance will be determined by the Agency and the State at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. Agency agrees to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Agency during the right of way acquisition process, and the Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

#### **G. Transfer of Right of Way to Agency**

When right of way is being acquired in State's name, State agrees to transfer and Agency agrees to accept all right of way acquired on the Agency's facility, subject to concurrence from FHWA at the time of the transfer. The specific method of conveyance will be determined by the State and the Agency at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Agency information and file documentation associated with the transfer.

## ***APPLICABLE ONLY IF FEDERAL FUNDS INVOLVED***

For purposes of Exhibits B and C, references to Department shall mean State, references to Contractor shall mean Agency, and references to Contract shall mean Agreement.

### **EXHIBIT B (Local Agency or State Agency)**

#### **CONTRACTOR CERTIFICATION**

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

#### **DEPARTMENT OFFICIAL CERTIFICATION**

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

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Exhibit C  
Federal Provisions  
Oregon Department of Transportation

#### **CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION**

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or

local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

**EXCEPTIONS:**

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

**II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-- PRIMARY COVERED TRANSACTIONS**

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the

certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department

entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

### III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

#### **Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without



modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of

the statements in this certification, such prospective participant shall submit a written explanation to Department.

**IV. EMPLOYMENT**

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

**V. NONDISCRIMINATION**

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of

the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment,

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
  - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement

as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

**DBE POLICY STATEMENT**

**DBE Policy.** It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

**Required Statement For USDOT Financial Assistance Agreement.** If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

**DBE Obligations.** The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither Department nor its contractors shall

discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

**Records and Reports.** Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

**DBE Definition.** Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

**CONTRACTOR'S DBE CONTRACT GOAL**

**DBE GOAL   0   %**

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING  
DEPARTMENT'S DBE PROGRAM

**RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN EXHIBIT D**  
**Right of Way Services**

***(Instructions, please delete before completing form)***Regions: This portion of the document is unlocked. The LPA should block and copy to incorporate this language into their own standard resolution form **OR** fill in an “attested to” line or signature line at the bottom and use this form.

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the (insert title of agency)'s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in “Exhibit A,” attached to this resolution and, by this reference incorporated herein; now, therefore

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. The (insert title of agency)'s staff and the (Agency's Attorney, Counsel, or District's Counsel (or) (The Oregon Department of Transportation and the Attorney General) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).
4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October 11, 2018

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval to apply, and letter of support, for Safe Routes to Schools  
infrastructure grants for sidewalk and crossing improvements**

<b>Purpose/ Outcomes</b>	Apply for three Oregon Department of Transportation (ODOT) Safe Routes to Schools Infrastructure grants
<b>Dollar Amount and Fiscal Impact</b>	The total costs for the three projects are as follows: Fuller-Causey Crosswalk –\$185,588 Webster- Bixel Crosswalk – \$171,978 Webster Sidewalk - \$824,973
<b>Funding Source</b>	20% match is required. The Road Fund is the funding source for the match.
<b>Duration</b>	Construction between February 2019-2024
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"><li>• Build a strong infrastructure</li></ul>
<b>Contact Person</b>	Scott Hoelscher, Senior Transportation Planner - 742-4533

The Department of Transportation is requesting approval to apply for three Safe Routes to Schools infrastructure grants. Three locations in Clackamas County have been identified for sidewalk and crossing improvements. The three Safe Routes to Schools infrastructure projects are:

1. New crosswalk serving Whitcomb Elementary School at intersection of SE Fuller Rd and SE Causey Ave. consisting of rectangular rapid flashing beacons (RRFB); center lane pedestrian refuge and ADA curb ramps.
2. Crosswalk upgrade adjacent to Bilquist Elementary School consisting of RRFB and ADA curb ramps.
3. New construction of sidewalks on the east side of SE Webster Road from Bilquist Elementary School to Roots Road. The Sidewalk project length is 1,000 feet and includes curbs and ADA compliant intersection ramps.

The three projects would improve safety for children walking and/biking to Whitcomb and Bilquist Elementary Schools. Applications are due on October 15, 2018.

**RECOMMENDATION:**

Staff respectfully requests Approval to Apply for three ODOT Safe Routes to Schools infrastructure grants and requests the BCC send the attached letter of support for the applications.

Respectfully submitted

Scott Hoelscher, Senior Transportation Planner



**SCOTT CAUFIELD, MANAGER**  
 RESOURCE CONSERVATION AND SOLID WASTE PROGRAM

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING**  
 150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

October 11, 2018

Board of Commissioners  
 Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with Metro to Implement the  
FY 18-19 Annual Waste Reduction and Recycle at Work Program**

<b>Purpose/ Outcomes</b>	This IGA amendment provides funding and updates the County's solid waste, waste reduction and recycling work plan for 2018-2019, developed collaboratively each year with Metro.
<b>Dollar Amount and Fiscal Impact</b>	The IGA amendment provides for FY 18-19 funding of \$ 443,612.61. These funds disbursed by Metro partially offset the cost of meeting state requirements for a Solid Waste Management Plan and Oregon's Opportunity to Recycle Act.
<b>Funding Source</b>	Metro's Regional System Fees and County Solid Waste Franchise Fees.
<b>Duration</b>	July 1, 2018 – June 30, 2019
<b>Previous Board Action</b>	The BCC has approved a Solid Waste Management Plan and supplemental funding from Metro annually since 1991.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities. (BCC) 2. Honor, utilize, promote and invest in natural resources. (BCC) 3. Waste reduction and conservation of resources. (DTD-S&SW)
<b>Contact Person</b>	Eben Polk – Sustainability & Solid Waste (DTD) (503) 742-4470
<b>Contract No.</b>	Metro Contract No. 935581

**BACKGROUND:**

Annually Metro and local governments within the tri-county area collaborate to update and refine plans for waste reduction and recycling. This IGA covers FY18-19 funding and updates the work plan.

The annual plans are designed to meet the goals and objectives of our Regional Solid Waste Management Plan (RSWMP) which itself implements state policies for the provision of opportunities to recycle, and waste reduction. In its role as the lead agency for RSWMP implementation, Metro has approved the County's Annual Waste Reduction Plan for FY 18-19. The plans have two main components: the 'Annual Plan', which provides education and resources for residents and community members to participate in waste reduction and recycling, and the 'Recycle at Work' program which provides technical assistance to workplaces. As with FY 17-18, this IGA includes additional funds to work with food-related businesses.

In support of these annual plans, Metro redistributes revenue collected from disposal of garbage at Metro's owned and franchised facilities. The regional funding calculation is based on population (for the Annual Plan funds) and the number of employees (for Recycle at Work funds) in each jurisdiction. In addition to the unincorporated area, the County meets the annual responsibilities of the RSWMP and annual plans, for the Cities of Barlow, Canby, Estacada,

Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville, in exchange for the funds allocated for those jurisdictions by Metro.

These local agreements ensure that programs and customer service as experienced by residents and businesses, and communication with collection companies who provide service across jurisdictions, are consistent, efficient, and cost-effective.

This year the County's combined funding for the 'Annual Plan' work (\$211,087) and the Recycle at Work Program (\$141,753) increased by \$15,360 to \$ 352,840. An additional \$90,772 is included for work with businesses generating food scraps.

Attached for reference are our agreements with Cities to perform the work necessary to meet the obligations of the RSWMP in exchange for Metro funds and the Annual Waste Reduction and Recycle at Work Reports for year-end FY 17-18 (Year 28).

The annual report offers details of the work accomplished using the funds distributed via this IGA. Highlights from the past year include:

- Provided 130 presentations and school-wide assemblies, reaching thousands of K-12 students. 2,600 students pledged to begin practicing one waste reduction action/strategy.
- Provided grants to 2 schools to purchase milk dispensers, these schools reduced the amount of milk disposed by over half, in addition to the reduction of milk carton waste.
- Providing containers for recycling at 89 events including sporting events, Molalla Buckeroo, County Fair and the Pick-a-Thon.
- Providing 1,300+ consultations and 1,500+ recycling and compost containers to businesses.
- Providing recycling and waste reduction resources to 102 multifamily communities.
- Hosting or supporting 6 Repair Fairs in 4 communities in which residents help each other mend or fix clothes, small appliances, bikes and electronics.
- Over 89 Master Recyclers volunteering at 150 community events reached over 72,854 citizens.

These efforts align with the crucial services provided by our franchised solid waste collectors.

County Counsel reviewed and approved this contract as to form on September 20, 2018.

Although contracts and agreements must typically be signed before their effective date, the creation and review by Metro of the annual plan has historically created a request by staff for the Boards signature after IGA's start date of July 1.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the FY 18-19 Plan and sign the Intergovernmental Agreement with Metro (No. 935581) to fund the programs.

Respectfully submitted,



Eben Polk, Supervisor  
DTD-Sustainability & Solid Waste

Attachments:

IGA Amendment for BCC Signature  
FY 17-18 Annual Report to Metro; FY 18-19 Annual Plan to Metro  
City Letters of Understanding for Ongoing Outreach



# Intergovernmental Agreement

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Metro Contract No. 935581

THIS AGREEMENT, entered into and under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and CLACKAMAS COUNTY, hereinafter referred to as “County”, whose address is 2051 Kaen Road, Oregon City, OR 97045.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the FY 2018-19 Metro and Local Government Annual Waste Reduction Plan, Recycle at Work, and Business Food Waste Program.

2. Term. This Agreement shall be effective July 1, 2018, and shall remain in effect through June 30, 2019 unless earlier terminated in conformance with this Agreement, or extended by written amendment signed by both parties. Costs for this project may be incurred beginning July 1, 2018.

3. Services Provided and Deliverables. County and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work (Attachments A, B, C, and D).

4. Payment for Services. Metro shall pay County for Annual Waste Reduction services performed and materials delivered in the maximum sum of TWO HUNDRED ELEVEN THOUSAND, EIGHTY-SEVEN AND 21/100THS DOLLARS (\$211,087.21) and for Recycle at Work services performed and materials delivered in the maximum sum of ONE HUNDRED FORTY-ONE THOUSAND, SEVEN HUNDRED FIFTY-THREE AND 40 /100THS DOLLARS (\$141,753.40) and Business Food Waste Program services performed and materials delivered in the maximum sum of NINETY THOUSAND, SEVEN HUNDRED SEVENTY-TWO AND NO/100THS DOLLARS (\$90,772.00) in the manner and at the time designated in the Scope of Work.

## Intergovernmental Agreement

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5. Insurance. County agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.272. County also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

6. Indemnification. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, County shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, County's performance under this Agreement. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, Metro shall indemnify, defend, and hold County and County's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, Metro's performance under this Agreement..

7. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days' notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30-day period. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279A, B & C and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

# Intergovernmental Agreement

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9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

**For County:**

Eben Polk  
Clackamas County  
150 Beaver Creek Road  
Oregon City, OR 97045

**For Metro:**

Office of Metro Attorney  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

**For County:**

Eben Polk  
Clackamas County  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 742-4470

**For Metro:**

Office of Metro Attorney  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736  
(503) 797-1647

County may change the above-designated Project Manager by written notice to Metro. Metro may change the above-designated Project Manager by written notice to County.

10. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

11. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

12. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.



600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

# Intergovernmental Agreement

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This Agreement is dated as of the last signature date below.

CLACKAMAS COUNTY

METRO

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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### Attachment A

#### **SCOPE OF WORK: Annual Waste Reduction Plan**

- a) Term: July 1, 2018 to June 30, 2019.
- b) County's responsibilities. County shall:
  1. Provide to Metro a copy of County's Resolution, Ordinance, or signature of authorized representative approving this Intergovernmental Agreement including all of its attachments.
  2. Provide to Metro a copy of the Intergovernmental Agreement or Letter of Understanding authorizing County to act on Cities' behalf in developing and implementing a joint annual waste reduction program.
  3. Ensure that by June 30, 2019, the activities specified in Attachments A through D have been completed.
  4. On or before August 1, 2019, submit the following:
    - A) A completed reporting template.
    - B) Demonstrated compliance with OAR 340-090-0030 to 340-090-0042 and the Regional Waste Plan.
- c) Metro Responsibilities. Metro shall:
  1. Provide technical assistance to County as necessary to develop, execute, monitor, and evaluate the project.
  2. Provide assistance to County on promotional and educational activities.
  3. Monitor the general project progress and review as necessary County's accounting records relating to project expenditures.
  4. Provide County with any necessary reporting templates.
- d) Budget and Terms of Payment:
  1. Upon completion of section (b)(1) and (b)(2) of this Scope of Work, Metro shall pay County \$211,087.21 in one lump sum. County's billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov). The Metro contract number shall be referenced in the email subject line. County's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County's invoice.

## Intergovernmental Agreement

### Scope of Work – Exhibit A

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2. County shall provide services described in Attachment D in exchange for the following funding allocations:

Barlow	\$68.74
Canby	\$8,482.63
Estacada	\$1,670.05
Gladstone	\$6,028.47
Happy Valley	\$10,258.08
Johnson City	\$287.68
Lake Oswego	\$19,090.00
Milwaukie	\$10,466.33
Molalla	\$4,893.04
Oregon City	\$17,622.08
Rivergrove	\$254.58
Sandy	\$5,526.95
West Linn	\$13,083.93
Wilsonville	\$12,380.27
<u>Unincorporated Clackamas County</u>	<u>\$100,974.39</u>
TOTAL	\$211,087.21

3. County and Metro recognize that the Metro and Local Government Annual Waste Reduction Plan is a multi-year program and that future rounds of funding will depend in part on County's performance in implementing program activities during the term of this contract.

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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### Attachment B

#### SCOPE OF WORK: Recycle at Work

- a) Term: July 1, 2018 to June 30, 2019.
- b) County's responsibilities. County shall:
1. Hire and train individuals as staff or contractors who work in the County's offices or external contractors whose primary responsibilities and duties are to provide waste prevention and recycling technical assistance and Business Recycling Requirement compliance services to businesses.
  2. Implement the Recycle at Work Annual Outreach Plan in Attachment D that identifies the County's strategy for targeting and recruiting businesses for waste prevention and recycling assistance and compliance with business recycling requirements.
  3. Collect data for each business assisted that summarizes contact information and type of assistance provided.
  4. On or before August 1, 2019, submit an annual progress report on the accomplishments of the business assistance program, including:
    - A) A completed end-of-year report in a form provided by Metro and that includes:
      - i) A narrative on the successes and challenges of the business assistance program;
      - ii) Overall expenditures and Metro grant funds spent on the business assistance program during the fiscal year (July 1, 2018 through June 30, 2019);
      - iii) A list of staff who worked on business assistance during the fiscal year (July 1, 2018 through June 30, 2019), their level of full-time equivalent (FTE) work time spent on business assistance, and their source of funding (Metro or local government)
    - B) Data collected for each business assisted through the program including contact information and type of assistance provided
  5. Make resources available to businesses as appropriate for the County.
  6. Establish a compliance program for the Business Recycling Requirement consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10 and provide written description to Metro.
- c) Metro Responsibilities. Metro shall:
1. Provide resources and staff time to County to develop, execute, monitor, and evaluate the Recycle at Work program.
  2. Monitor the general program progress and review as necessary, County's accounting records relating to Recycle at Work program expenditures.
  3. Notify the County of Metro business assistance or pilots and any other business recruitment

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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scheduled for the term of the IGA.

4. Provide the County with standardized reporting forms for annual progress reports.
5. Review and revise the program goals and budget as needed in conjunction with the Solid Waste Directors.
6. Conduct an evaluation of the program as needed, which may include on-site visits to businesses by Metro staff or independent third-party contractors.

d) Budget and Terms of Payment:

1. Metro shall pay County \$141,753.40 in one lump sum. County’s billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County’s billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov). The Metro contract number shall be referenced in the email subject line. County’s billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County invoice.
2. County shall provide services described in section (b) in exchange for the following funding allocations:

Barlow	\$27.91
Canby	\$5,293.00
Estacada	\$0*
Gladstone	\$2,675.31
Happy Valley	\$2,957.96
Johnson City	\$14.40
Lake Oswego	\$18,701.04
Milwaukie	\$11,846.24
Molalla	\$2,484.47
Oregon City	\$13,800.51
Rivergrove	\$14.40
Sandy	\$3,178.50
West Linn	\$4,455.84
Wilsonville	\$18,288.76
<u>Unincorporated Clackamas Co.</u>	<u>\$58,015.07</u>
<b>TOTAL</b>	<b>\$141,753.40</b>



**Attachment C**

**SCOPE OF WORK: Business Food Waste Program**

- a) Term: July 1, 2018 to June 30, 2019.
  
- b) County’s responsibilities. County shall:
  - 1. Hire and train individuals as staff or contractors who work in the County’s offices or external contractors whose primary responsibilities and duties are to provide technical assistance for composting, food waste prevention and donation with food-generating businesses.
  - 2. Utilize funding to support staff and to purchase program-related equipment and supplies with funding allocated as described in section d) 2. below.
  - 3. Participate in the Commercial Work Group (CWG) and CWG Food Scraps Subcommittee for the purpose of collaborating on multijurisdictional food-generating business assistance.
  - 4. Participate in the Food Scraps Program Evaluation System development, testing and implementation process.
  - 5. Provide quarterly reports illustrating assistance provided, success or challenges, and report annually on expenditures used for equipment and supplies.
  
- c) Metro Responsibilities. Metro shall:
  - 1. Provide resources and staff time to County to develop, execute, monitor, and evaluate the program.
  - 2. Monitor general progress and review as necessary.
  - 3. Convene and facilitate the quarterly CWG and CWG Food Scraps Subcommittee meetings as needed.
  - 4. Develop and implement a transition plan to facilitate the shift from the current reporting method to the new Food Scraps Program Evaluation System.
  
- d) Budget and Terms of Payment:
  - 1. Metro shall pay County \$90,772.00 in one lump sum. County’s billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County’s billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov). The Metro contract number shall be referenced in the email subject line. County’s billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County invoice.
  
  - 2. County shall provide services described in section (b) in exchange for the following funding allocations:

Staffing support:	\$80,000.00
<u>Equipment/Supplies:</u>	<u>\$10,772.00</u>
Total	\$90,772.00

**Attachment D**

**FY 2018-19**

**LOCAL GOVERNMENT ANNUAL WASTE REDUCTION WORK PLAN TEMPLATE**

Jurisdiction: Clackamas County Contact: Eben Polk

**1. Program Overview Narrative**

*Instruction: Provide a narrative overview of programs, services and focus areas for FY 2018-19 below.*

Clackamas County Program Overview Narrative

Clackamas County provides waste prevention, recycling and reuse education for the unincorporated areas of the County, and by agreement for the cities of Barlow, Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn and Wilsonville. The County provides the same services informally to residents and businesses in Rivergrove and Johnson City.

Clackamas County's program serves approximately 413,000 residents, as detailed in the table below (Source: Portland State University 2017 Oregon Population Report).

Jurisdiction	2017 Estimated Population in Clackamas County
<b>Barlow</b>	135
<b>Canby</b>	16,660
<b>Estacada</b>	3,280
<b>Gladstone</b>	11,840
<b>Happy Valley</b>	19,985
<b>Johnson City</b>	565
<b>Lake Oswego (part)*</b>	34,920
<b>Milwaukie</b>	20,550
<b>Molalla</b>	9,610
<b>Oregon City</b>	34,610
<b>Portland (part)*</b>	770
<b>Rivergrove (part)*</b>	464
<b>Sandy</b>	10,855
<b>Tualatin (part)*</b>	2,911
<b>West Linn</b>	25,695
<b>Wilsonville (part)*</b>	21,835
<b>Unincorporated Clackamas County</b>	198,315
<b>TOTAL</b>	<b>413,000</b>

\*City is located and has population in more than one county.

Entering FY 18-19, Clackamas County's Resource Conservation & Solid Waste program will be renamed the Sustainability & Solid Waste (S&SW) Program with the new fiscal year. The program has 11.38 budgeted FTE spread across 13 positions including an Americorps member. At least four vacancies will be filled in the next fiscal year (3 regular staff and the Americorps). The S&SW program is part of the County's Department of Transportation & Development (DTD). The program oversees activities that promote recycling, waste reduction and reuse, and fulfill obligations under the Regional Solid Waste Management Plan and Opportunity to Recycle Act on behalf of the County and by agreement, its cities. The program also administers the County's integrated solid waste collection system in the unincorporated areas of the County and for the Cities of Barlow and Happy Valley, and consults with cities occasionally on their franchise administration. This includes regulatory oversight and solid waste collection planning for eight franchised garbage and recycling collection companies operating twenty-two (22) franchises, and one County-owned transfer station. The S&SW program oversees the County's solid waste code, licenses independent recyclers, conducts annual reviews of solid waste fees, participates in regional solid waste planning activities, and represents the County in matters involving materials management policy and facilities, with DEQ and Metro. It also funds solid waste-related code enforcement and contributes to the Dump Stoppers program to clean up and enforce on illegal dumping in public forestlands.

Staff specialists in waste prevention and recycling education and technical assistance implement the Annual Waste Reduction Plan, reaching the community and solid waste generators broadly, residents in single- and multi-family housing, businesses, government agencies, schools and other organizations. Other staff members focus on franchise administration, solid waste planning, program management, administrative assistance, and other activities directed by DTD or the County. In the coming fiscal year the program will hire a staff person to serve partly in a sustainability coordinator role for county operations, and partly in disaster preparedness, such as disaster debris planning and franchisee preparedness. We are also converting our limited-term position focused on food program development to a regular position that will also conduct design review on enclosures.

In addition our program has been awarded an AmeriCorps member for FY 18-19, whose work will be focused on food waste education in schools and the community at large, and multifamily assistance, particularly in low income communities.

Staff responsibilities are generally organized as follows:

- 1 Analyst: Community / residential outreach, volunteer coordination (1 FTE)
- 1 Analyst: School education (0.85 FTE, funded by County and Collectors)
- 1 Analyst: Multifamily assistance (0.6 FTE), residential/community (0.4 FTE)
- 1 Analyst: Commercial assistance including food (1 FTE)
- 1 Part-time Analyst: Commercial assistance including food (0.48 FTE)
- 1 Analyst: Commercial food donation & prevention; enclosure design review (1 FTE) - VACANT
- 1 Analyst: Disaster preparedness and sustainability coordination (1 FTE) - VACANT
- 1 Sr. Analyst: Commercial assistance & coordination (0.9 FTE), other duties (0.1 FTE)
- 1 Sr. Analyst: Solid waste planning and franchise administration (1 FTE)
- 1 Administrative Assistant (1 FTE) - VACANT
- 1 Seasonal Event Recycling Assistant (0.3 FTE)
- 1 Americorps member: schools food waste education & multifamily (0.75 FTE)
- 1 Supervisor (1 FTE)
- 1 Division Manager (0.125 FTE)

## **Customer Service**

Residents, employees, and the public have access to customer service and resources through a dedicated phone line (503-557-6363), emails ([wasteinfo@clackamas.us](mailto:wasteinfo@clackamas.us) and [sustainability@clackamas.us](mailto:sustainability@clackamas.us)), and website ([www.clackamas.us/recycling](http://www.clackamas.us/recycling)). Contact information is included online, in phone directories, on educational materials, newsletters and other publications, in chamber directories and on our webpage. We track commercial technical assistance with a Salesforce CRM database, multifamily assistance with an Access database, and schools assistance with Excel. We also continue to research other options for tracking customer inquiries. Web pages are provided for residential, business, and multifamily audiences, with local information and resources, as well as links to relevant regional and state resources. A substantial reorganization of our web pages is underway, and these pages will continue to be updated. We also intend to continue exploring expanded use of 3<sup>rd</sup> party tools to promote mobile access to service and to notifications for service, promote waste prevention and to direct residents to regional and local resources.

## **Customer Diversity**

Geographically and culturally, Clackamas County is a microcosm of Oregon: rural, suburban, and urban communities, farmland, and significant public and privately owned forestland. Demographically, Clackamas County has a slightly higher percentage of residents over age 65 (16%) compared to the rest of the Metro region. Cultural and ethnic diversity in the county is growing. Residents identifying as Hispanic or Latino constituted 8.4% of the population in 2016, up from 7.3% in 2010. An estimated 27% of students in public schools (K-12) are minorities. The County's residents, by race, are 89% white, 4.1% Asian, 0.9% black, 0.7% American Indian, 0.3% Hawaiian / Pacific Islander, 1.7% other, and 3.4% are of two or more races.

This plan includes continued steps to promote access to services and reach under-served residents and businesses in multiple languages and culturally relevant ways. Our most frequently-provided printed item, our guide for recycling at home and work, is available in Spanish, Russian, Chinese [Mandarin], and Vietnamese. Two staff are fluent in Spanish. Our depot list that summarizes what materials can be recycled or responsibly disposed via drop-off by customers is also available in Spanish.

## **Program Requirements**

Clackamas County's programs comply with the requirements of the Regional Solid Waste Management Plan and state program elements for waste prevention and recycling programs contained in OAR 340-090-0030-45 and ORS 459A. The County and its cities also all comply with the Regional Service Standard.

## **Programmatic Highlights by Customer Segment**

### **Community & Residents**

The RC&SW program publishes pages focused on waste reduction and recycling in the quarterly county newsletter, #ClackCo Quarterly. In FY 18-19, ten (10) pages are planned to be published in three issues. It is delivered to all residential (including multifamily) and business mail recipients in the county, approximately 175,000 addresses. In FY 18-19, we will again pursue a complementary a paper and electronic 'insert' in garbage bills to reach customers in a second format.

Recycling guides (now available in English, Spanish, Chinese [Mandarin], Vietnamese, and Russian) are made available to collection companies to distribute to customers where collectors identify improper recycling. They are also made available to multifamily property owners/managers to include in move-in packets and at lease renewals, as well as to the general public at community events.

We host an education and outreach tent at the five-day Clackamas County Fair in August. Topics typically include food waste reduction, reusing materials rather than buying new and continuing to educate about curbside and non-curbside recycling. We will partner with Metro to include Healthy Homes information and Clackamas River Water Providers to provide water conservation information.

Throughout the year, we will provide similar education and customized displays at other community events, such as the Spring Garden Fair, farmers markets and wellness fairs and at presentations, upon request. Some events will be supported by Master Recyclers. Popular topics include the reduction of food waste, recycling 'Yes and Nos', green cleaners, backyard composting and natural gardening.

In the last year work with Master Recyclers and event-based outreach, have taken greater advantage of the increased resources and messaging for food waste prevention including the Eat Smart Waste Less resources and outreach shared with Gresham, Beaverton, and Washington County, and film screenings.

Also this year, we will continue working with multifamily communities with waste reduction and recycling efforts. This may include improving signage, providing technical assistance on-site (service levels, bulky waste, reuse, etc.), conducting door-to-door outreach, giving presentations (Three Rs; Eat Smart, Waste Less; movie screenings and discussion, etc.), tabling at community events, or supplying resources for residents/staff. With the help of an AmeriCorps Member, extra attention will be given to low-income communities, specifically those belonging to the Housing Authority of Clackamas County and Northwest Housing Alternatives.

In the coming year we will continue developing or building on recent or new initiatives. In an effort to improve participation and material quality for curbside recycling, we will build on lessons learned from our 17-18 cart-tagging project that covered 3,500 homes among three franchised collectors, working towards re-integrating household-level feedback on a broader, more sustained basis. We have launched a project studying libraries of things / tool libraries with the Clackamas County Library Network, with the intent to pilot one or two such libraries. We will continue building new opportunities for Repair Fairs as part of the effort to develop a culture of repair and reuse.

### **Construction & Demolition**

In the last two years we proposed, supported, and saw adopted statewide amendments to residential and commercial building codes that would more easily allow lumber from deconstruction to be reused in construction without additional inspection or special permission from a local building official. We subsequently developed a survey for building officials to learn more about demolition permit processes and where applicable, deconstruction processes. Once results are in hand we will summarize, share, and proceed with identifying options for Clackamas County to encourage deconstruction through its permit processes. We will also continue to improve the degree to which our colleagues in Building Codes and our permits lobby help raise awareness about asbestos disposal.

### **Toxics Reduction**

New for the county this year we will be proactively advertising and scheduling workshops in the community on green cleaners, and will explore creating a complementary presentation in Spanish.

### **Other**

Clackamas County will continue its robust engagement with schools for waste reduction and recycling, offering services including but not limited to waste reduction packets, presentations, technical assistance, mini-grants, and Oregon Green Schools certification among others. In 17-18 we developed a pilot to provide milk dispensers and reusable cups for two Canby schools, which will be expanded upon and lifecycle benefits will be studied in partnership with DEQ.

Commercial food waste outreach will continue in the stepped-up manner begun in 17-18. We continue developing efforts in waste prevention technical assistance, enrollment in food scrap collection, and supporting the development of the proposed food scrap collection mandate. We will also continue researching a pilot project to support additional donation for food types or with food partners that are not typically reached with the existing food donation system based in Portland.

Event recycling technical assistance will also continue. In 14-15, the program was refocused and revised.

## **2. Recycle at Work Program Overview Narrative**

*Instruction: Provide a narrative that demonstrates the following:*

- *Local jurisdiction has hired staff or contractors whose primary responsibilities and duties are to provide technical assistance and Business Recycling Requirement compliance services to businesses.*
- *Jurisdiction's strategy for targeting and recruiting businesses for Recycle at Work assistance.*
- *Description of the compliance program for the Business Recycling Requirement consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10.*

Business technical assistance and Business Recycling Requirement compliance, referred to here as the Recycle at Work program, is implemented through the Sustainability & Solid Waste Program. The program, supported in part through regional RAW funding, provides technical assistance to businesses on waste prevention, recycling and toxics reduction, and has integrated commercial food waste technical assistance over the last two years. We heavily emphasize food waste issues in our targeting of businesses to assist, and continue to integrate food waste assistance and skills within the team assigned to the commercial sector, observing that for many businesses, food waste is not a separate issue, it is part of their wholistic efforts to reduce waste and adopt more sustainable practices. In FY 18-19 the program is budgeted to be staffed at 2.4 FTE, not including an additional staff person who will be focused on food program development and whose work, when assisting businesses, may also qualify within this area. These 2.4 FTE (3 staffers) will continue providing onsite technical assistance in the adoption of waste reduction and sustainability practices and Business Recycling Requirement compliance services to businesses.

Our strategy to target and recruit businesses for technical assistance is multi-faceted:

We track assistance by city to ensure a fair share of our effort is directed to each community. We generate leads through new businesses licenses reported by cities, new customer lists from franchised collectors, cold calls, visits to local chamber meetings, outreach to community partners, and advertisements in print publications such as the county's newsletter, Green Living Journal, and city newsletters when available. We also advertise and recruit for participation in our green business certification program, Leaders in Sustainability. We feature certain businesses that are models for others in written publications and occasionally in a video.

Clackamas County's Sustainability Analysts will continue to support regional outreach campaigns that entail the commercial sector and utilize the tools and resources developed by the regional CWG work group. Staff will attend specialist roundtables and participate in any training activities developed.

We use our database and the County's performance measurement program called Performance Clackamas to track consultations, BRR compliance, and the adoption of new practices in several areas (waste reduction, energy or water conservation, or food waste).

Compliance with Business Recycling Requirements (BRR) ultimately rests with the local jurisdiction in which a business's address falls. Clackamas County Resource Conservation & Solid Waste supports business compliance in unincorporated Clackamas and participating incorporated cities\* by providing technical assistance and notification to businesses we encounter that do not meet the requirement. Such businesses, and new businesses in the community, receive a letter outlining their requirements under BRR. Businesses that are not recycling according to a local government's requirement and do not accept assistance may be referred to the city or county's code compliance program. For unincorporated Clackamas County, the county code Title 10, 10.03.145 Business Recycling Requirement allows for enforcement actions as a Priority 1 Violation.

\* Includes all cities in Clackamas County within the Metro boundary, as well as cities outside the boundary that adopted the Business Recycling Requirement, including Canby, Molalla and Sandy.

### 3. Budget Information

*Instruction: Provide overall solid waste and recycling budget below.*

Budget Summary							
	FY 15-16 Actual	FY 16-17 Actual	FY 17-18 Amended Budget	FY 17-18 Projected Year End	FY 18-19 Proposed Budget	Chg from Prior Yr Budget	% Chg from Prior Yr Budget
<b>Beginning Balance</b>	<b>655,067</b>	<b>984,818</b>	<b>1,455,492</b>	<b>1,455,492</b>	<b>1,232,007</b>	<b>(223,485)</b>	<b>-15.35%</b>
Licenses & Permits	1,493,566	1,524,574	1,464,000	1,557,000	1,560,000	96,000	6.56%
Federal Grants & Revenues	1,036	-	-	-	-	-	0%
State Grants & Revenues	-	19,767	-	16,233	-	-	0%
Local Government & Other Agencies	305,042	418,847	428,500	420,981	423,500	(5,000)	-1.17%
Charges for Service	-	102,855	-	(1,320)	-	-	0%
Fines & Penalties	29,727	9,001	10,000	2,500	10,000	-	0%
Miscellaneous Revenue	47,814	80,592	32,000	44,544	43,500	11,500	35.94%
<b>Operating Revenue</b>	<b>1,877,185</b>	<b>2,155,636</b>	<b>1,934,500</b>	<b>2,039,938</b>	<b>2,037,000</b>	<b>102,500</b>	<b>5.30%</b>
<b>Total Rev - Including Beginning Bal</b>	<b>2,532,252</b>	<b>3,140,454</b>	<b>3,389,992</b>	<b>3,495,430</b>	<b>3,269,007</b>	<b>(120,985)</b>	<b>-3.57%</b>
Personnel Services	803,559	934,897	1,007,973	994,888	1,183,215	175,242	17.39%
Materials & Services	498,635	523,763	720,006	721,018	770,048	50,042	6.95%
Indirect Costs	76,519	37,376	44,519	44,519	41,309	(3,210)	-7.21%
Cost Allocation Charges	120,959	122,941	125,765	125,765	132,395	6,630	5.27%
Capital Outlay	5,900	33,738	91,000	286,000	50,000	(41,000)	-45.05%
<b>Operating Expenditure</b>	<b>1,505,572</b>	<b>1,652,715</b>	<b>1,989,263</b>	<b>2,172,190</b>	<b>2,176,967</b>	<b>187,704</b>	<b>9.44%</b>
Special Payments	41,862	32,247	-	16,233	-	-	0%
Interfund Transfers *	-	-	75,000	75,000	75,000	-	0%
Reserve for Future Expenditures	-	-	405,522	-	698,998	293,476	72.37%
Contingency	-	-	920,207	-	318,042	(602,165)	-65.44%
<b>Total Exp - Including Special Categories</b>	<b>1,547,434</b>	<b>1,684,962</b>	<b>3,389,992</b>	<b>2,263,423</b>	<b>3,269,007</b>	<b>(120,985)</b>	<b>-3.57%</b>
General Fund Support (if applicable)	-	-	-	-	-	-	0%

### 4. Annual Work Plan Task Tables

*Instruction: Complete the following:*

**Table 1. Maintenance of Existing Programs, Recycle at Work.**

**Table 2. Regional Service Standard Table for your jurisdiction and cooperative members.**

**Table 1: Maintenance of Existing Programs and Recycle at Work**

(Add additional table rows as needed)

<b>A. Single-family Residential Recycling</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Educate residents about recycling at home.</p> <ul style="list-style-type: none"> <li>a) Promote proper recycling at outreach opportunities.</li> <li>b) Keep the county’s Recycle Guide up-to-date, relevant, and accessible to multiple populations.</li> <li>c) Provide specialized education on recycling contaminants, including materials identified in the Contamination Reduction Education Plan (CREP).</li> <li>d) Develop a sustainable methodology for residential cart-tagging.</li> <li>e) Provide direct feedback to single-family households on their recycling via cart tags.</li> <li>f) Coordinate with regional partners on outreach.</li> </ul>	<ul style="list-style-type: none"> <li>• 1 article in #ClackCo Quarterly about the recycling system and/or relevant recycling news.</li> <li>• 2 Recycle Guides in #ClackCo Quarterly.</li> <li>• 4 city/community newsletters provided recycling information to include in their own publications.</li> <li>• 1 Bill Insert providing recycling information distributed to all garbage and recycling customers.</li> <li>• 4 or more Facebook, Twitter, or Nextdoor posts about recycling contamination and/or proper recycling.</li> <li>• 500 up-to-date Recycle Guides distributed.</li> <li>• Recycle Guide available in 5 languages online.</li> <li>• 1,000 or more households receive cart tags.</li> <li>• Plan developed to implement residential cart tagging throughout the county on a schedule.</li> </ul>
<p>2) Educate residents about recycling at depots and other non-curbside locations.</p> <ul style="list-style-type: none"> <li>a) Keep the county’s Depot List of where to recycle or dispose of non-curbside materials up-to-date and relevant. Includes, among other things, appliances, batteries, HHW, lamps, Styrofoam, tires, etc.</li> <li>b) Encourage participation in product stewardship programs. (ex: Paint Care, Bottle Drop, Oregon E-Cycles, etc.)</li> <li>c) Investigate compliance among electronics retailers on educating the public about the Oregon E-Cycles program.</li> </ul>	<ul style="list-style-type: none"> <li>• 1 or more Depot Lists in #ClackCo Quarterly.</li> <li>• 500 up-to-date Depot Lists distributed.</li> <li>• 1 article on Bottle Drop bottle wash initiative featured in #ClackCo Quarterly.</li> <li>• 1 ad on Paint Care in #ClackCo Quarterly.</li> <li>• 1 ad on Oregon E-Cycles in #ClackCo Quarterly.</li> <li>• 1 or more Facebook, Twitter, or Nextdoor posts about the redemption of deposit containers.</li> </ul>



	<ul style="list-style-type: none"> <li>• Interview a number of local and chain electronics retailers on how/if they are incorporating Oregon E-Cycles information at point-of-sale.</li> </ul>
<p>3) Educate residents about home and backyard composting, and curbside composting.</p> <p>a) Provide publications and/or display materials at community events and upon request.</p> <p>b) Promote other local groups providing education on composting and use of compost. (ex: Oregon State Extension Services, Master Gardeners, etc.)</p> <p>c) Where service is available, promote curbside composting.</p>	<ul style="list-style-type: none"> <li>• 1 or more Facebook, Twitter, or Nextdoor posts about compost.</li> <li>• 1 or more links to composting resources on our website.</li> <li>• Research possibility of selling discounted Metro compost bins at a more convenient location for Clackamas County residents.</li> <li>• Partner with master recyclers and communities that have curbside composting to further develop educational materials.</li> </ul>

**B. Single-family Residential Waste Prevention & Reuse**

Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Raise awareness around the issue of wasted food.</p> <p>a) Partner with other local jurisdictions on the Eat Smart, Waste Less Challenge (ESWLC).</p> <p>b) Partner with Farmers Markets to test new outreach strategies for educating the public about wasted food.</p> <p>c) Partner with OSU Extension to offer a hands-on class on ways to waste less food.</p> <p>d) Promote programs/organizations that support alternatives to wasted food. (ex: OSU Extension’s Family Food Education Program, Gleaners of Clackamas County, etc.)</p>	<ul style="list-style-type: none"> <li>• 10 community events will include the Reduce Wasted Food kit with ESWLC materials.</li> <li>• 1 ad promoting ESWL will be featured in #ClackCo Quarterly.</li> <li>• 1 or more Facebook or Twitter posts about wasting less food.</li> <li>• 3 or more ESWL presentations.</li> <li>• 100 ESWLC pledges to reduce wasted food at home.</li> <li>• 3 Farmers Markets are testing a new outreach tool.</li> <li>• 2 links to food preservation and rescue resources will be provided on our website and/or provided in relevant flyers as part of the Reduce Wasted Food kit.</li> </ul>
<p>2) Promote the reduction of waste through reuse.</p> <p>a) Keep the Reuse flyer, which lists local and regional reuse-centered businesses, up-to-date and relevant.</p> <p>b) Lead and/or support Repair Fairs throughout the county.</p> <p>c) Work with county partners to establish a Library of Things.</p>	<ul style="list-style-type: none"> <li>• 1 or more Facebook, Twitter, or Nextdoor posts about opportunities and resources to reduce waste and encourage reuse.</li> <li>• 1 article in #ClackCo Quarterly promoting reuse.</li> <li>• 3 Repair Fairs.</li> <li>• 1 or more Library of Things open.</li> </ul>

<p>3) Support Master Recycler volunteers and the regional Master Recycler program.</p> <ul style="list-style-type: none"> <li>a) Promote the Master Recycler course.</li> <li>b) Provide opportunities for community outreach and payback hours.</li> <li>c) Support Master Recyclers in their own, self-directed community outreach efforts.</li> <li>d) Provide continued education opportunities.</li> </ul>	<ul style="list-style-type: none"> <li>• 1 ad in #ClackCo Quarterly, Facebook, Twitter, Nextdoor, e-newsletters, website, 4 city/community newsletters promoting the Master Recycler course.</li> <li>• 1 Master Recycler course hosted in county each year.</li> <li>• 4 staff presentations given during the Master Recycler course.</li> <li>• 10 or more volunteer opportunities arranged/offered to Master Recyclers for fulfillment of their payback hours.</li> <li>• 3 or more tabling topics available for Master Recyclers to check-out.</li> <li>• 3 or more presentations topics available to Master Recyclers.</li> <li>• 1 refresher event.</li> <li>• 1 volunteer appreciation event.</li> <li>• Explore other ways to show our appreciation to active Master Recyclers (rewards/recognition program, etc).</li> </ul>
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<b>C. Multifamily Residential Recycling</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Promote recycling outreach and education to property managers and residents at multifamily communities.</p> <ul style="list-style-type: none"> <li>a) Educate property managers and residents through direct outreach, e-newsletters, events, flyers, magnets, mass mailings, and our website about recycling, including, but not limited to, curbside recycling, e-cycles, recycling depots, etc.</li> <li>b) Offer presentations, door-to-door outreach, and tabling at events to promote recycling right to multifamily residents.</li> <li>c) Explore the possibility of a rating system for multifamily communities based on a number of factors that could indicate their use of waste reduction and recycling best practices.</li> </ul>	<ul style="list-style-type: none"> <li>• 120 communities receive recycling information (e.g. flyers, e-newsletter, signs, bags, etc.)</li> <li>• 250+ property managers and staff receive the quarterly e-newsletter containing recycling hints, tips, and best practices.</li> <li>• 1 mass mailing sent to property owners/managers to promote recycling outreach and education at multifamily communities.</li> <li>• 15 communities distribute plastic film flyers to residents.</li> <li>• 750 reusable recycling bags are distributed to property managers for residents.</li> <li>• 20 multifamily communities receive presentations, door-to-</li> </ul>

	<p>door outreach, tabling or other interactive activity about recycling right.</p> <ul style="list-style-type: none"> <li>• Create and provide magnets to promote recycling right.</li> <li>• A draft rating system is created.</li> </ul>
<p>2) Provide technical assistance to multifamily communities.</p> <ol style="list-style-type: none"> <li>Offer assistance to communities that have not received assistance in the past two years.</li> <li>Target outreach to communities with missing service streams.</li> <li>Provide on-site assistance, as requested/needed.</li> </ol>	<ul style="list-style-type: none"> <li>• 50+ communities that have not received assistance in the past two years receive resources and/or assistance.</li> <li>• 60 remaining communities listed as missing a stream have their service levels verified and adjusted, if needed.</li> <li>• Update database capabilities to export service level data.</li> </ul>
<p>3) Reach out to property management companies, especially those located in Clackamas County, to offer waste reduction and recycling outreach and assistance in a top-down approach.</p>	<ul style="list-style-type: none"> <li>• Present to at least one (1) property management company's property manager meeting.</li> </ul>
<p>4) Track assistance to low-income communities to ensure, at least, equitable assistance.</p> <ol style="list-style-type: none"> <li>Identify low-income communities as identified in the State of Oregon's "Affordable Housing Inventory in Oregon" database.</li> <li>Update the Multifamily Database to indicate current inventory of low-income communities.</li> <li>Target outreach to low-income communities through partnerships, cold calls, and mailings.</li> </ol>	<ul style="list-style-type: none"> <li>• Equitable outreach to low-income communities.</li> <li>• The eight (8) known low-income communities with missing service for one or more recycling streams will be remedied.</li> </ul>
<p>5) Recruit and train an AmeriCorps member to collaborate with, and deliver recycling resources and services to low-income communities, including those associated with Northwest Housing Alternatives and Housing Authority of Clackamas County.</p> <ol style="list-style-type: none"> <li>Analyze existing service levels to identify communities that could benefit from increased service.</li> <li>Identify communities that could benefit from changes to infrastructure/equipment (better signage, repositioning of bins, etc.).</li> <li>Provide outreach to communities with adequate access – meet with property managers and/or resident service coordinators to develop strategies.</li> </ol>	<ul style="list-style-type: none"> <li>• AmeriCorps Member will be hired, onboarded, and empowered to work with target communities.</li> <li>• AmeriCorps Member will work with the 14 target communities to provide recycling support.</li> <li>• AmeriCorps Member will work with at least 10 additional low-income communities that are missing a recycling stream, haven't been outreached to in the last five years, or both.</li> </ul>

**D. Multifamily Residential Waste Prevention & Reuse**

Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Promote waste prevention, reuse, and repair to property managers and residents at multifamily communities.</p> <p>a) Educate property managers and residents through direct outreach, newsletters, events, mass mailings, and our website about waste prevention, including, but not limited to, information on junk mail reduction and wasted food prevention (Eat Smart, Waste Less), donation, reuse, repair, etc.</p> <p>b) Offer presentations, tabling at events, and movie screenings to promote waste reduction and reuse to multifamily residents.</p> <p>c) Notify property managers and provide flyers about upcoming Repair Fairs in their neighborhood.</p> <p>d) Explore the possibility of a rating system for multifamily communities based on a number of factors that could indicate their use of waste reduction and recycling best practices.</p>	<ul style="list-style-type: none"> <li>• 120 communities receive waste prevention information (e.g. flyers, junk mail kit, food waste reduction, e-newsletter, etc.).</li> <li>• 250+ multifamily property managers and staff receive quarterly e-newsletter that includes information about waste reduction (e.g. bulky waste donation, reuse, Energy Trust of Oregon, MetroPaint, etc.).</li> <li>• 1 mass mailing sent to property owners/managers to promote recycling outreach and education at multifamily communities.</li> <li>• 12 multifamily communities receive presentations, movie screenings, tabling, or other interactive event on waste prevention, reuse, and repair.</li> <li>• Communities are made aware of upcoming Repair Fairs near them.</li> <li>• A draft rating system is created.</li> </ul>
<p>2) Promote waste reduction technical assistance program to multifamily property managers.</p> <p>a) Explore community reuse through share tables, magazine exchanges, book libraries, "For Free/Sale" bulletin boards, etc.</p> <p>b) Encourage property managers to call donation agencies to collect bulky waste if items are in good, working condition.</p> <p>c) Raise awareness among property managers that they should call their collector for pick-up of bulky waste items for disposal.</p> <p>d) Develop baseline information about how properties deal with bulky waste items.</p>	<ul style="list-style-type: none"> <li>• Reuse efforts are tracked in the multifamily database to identify efforts already taking place.</li> <li>• Property managers at 10 communities are referred or encouraged to call reuse organizations for bulky waste donation.</li> <li>• Work with at least one (1) community to test bulky waste best practices.</li> </ul>
<p>3) Reach out to property management companies, especially those located in Clackamas County, to offer waste reduction and recycling outreach and assistance in a top-down approach.</p>	<ul style="list-style-type: none"> <li>• Present to at least one (1) property management company's property manager meeting.</li> </ul>
<p>4) Recruit and train an AmeriCorps member to collaborate with, and deliver waste reduction resources and services to low-income communities, including those associated with Northwest Housing Alternatives and Housing Authority of Clackamas County.</p> <p>a) Work with property managers and/or resident service coordinators to educate and promote waste reduction among residents.</p>	<ul style="list-style-type: none"> <li>• 10 communities receive information on waste reduction.</li> <li>• 5 communities receive hands-on workshops for residents promoting waste reduction.</li> </ul>

<p>b) Provide on-site workshops for residents to encourage waste reduction, including wasted food prevention through Eat Smart, Waste Less, toxics reduction through green cleaner use, etc.</p> <p>c) Explore community reuse through share tables, magazine exchanges, book libraries, “For Free/Sale” bulletin boards, etc.</p>	<ul style="list-style-type: none"> <li>• Reuse efforts are tracked in the multifamily database to identify efforts already taking place.</li> </ul>
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<b>E. Construction &amp; Demolition Recycling</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Distribute Metro Construction Salvage &amp; Recycling toolkits, when available at DTD lobby counter, local libraries, jurisdictions and relevant community events.</p>	<ul style="list-style-type: none"> <li>• Supply 400 toolkits and carpenter’s pencils in DTD lobby resource area. Regularly stock.</li> <li>• Supply local libraries and local jurisdictions within Clackamas County with 150 Toolkits, restock at request.</li> </ul>
<p>2) Explore opportunities to repurpose DTD lobby screens to convey information and advisories about deconstruction, salvage, reuse, and recycling (e.g. asbestos, paint care, Habitat ReStores, etc.).</p>	<ul style="list-style-type: none"> <li>• Content developed for inclusion on DTD permit lobby screens.</li> </ul>

<b>F. Construction &amp; Demolition Waste Prevention &amp; Reuse</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Continue to promote local businesses that accept and/or sell salvaged construction and demolition materials, building materials.</p>	<ul style="list-style-type: none"> <li>• Feature one ad about local reuse stores and/or one ad about Metro Paint in #ClackCo Quarterly.</li> <li>• Supply 50 each of Metro Healthy Home Improvement cards, Metro Paint, Canby Habitat ReStore and Rebuilding Center brochures in the DTD lobby, and at relevant events.</li> </ul>
<p>2) Work with Building Codes staff issuing permits to provide information about asbestos and Metro and DEQ requirements and new rules. Increase visibility of asbestos-related information in our permit lobby.</p>	<ul style="list-style-type: none"> <li>• Permit customers are provided information about these requirements through our website and the DTD lobby, and information also made available for distribution through cities’ permit processes.</li> </ul>

<p>3) Analyze the survey completed of other jurisdictions issuing building permits; summarize the processes and policies used by jurisdictions for building removal (and hazard mitigation) to explore potential for more consistent use of deconstruction and recovery of materials.</p>	<ul style="list-style-type: none"> <li>• Results of a survey will be made available to building code officials, summarizing the variety of approaches and policies surrounding building removal and promotion of deconstruction.</li> <li>• Explore creating a new internal process.</li> <li>• Explore the potential for creating a new demo/decon policy for the County.</li> </ul>
<p>4) Inventory properties potentially subject to removal in buildout of the County's transportation capital improvement plan to identify opportunities for deconstruction.</p>	<ul style="list-style-type: none"> <li>• A summary is developed of any such properties through discussion with Transportation Engineering and Transportation Planning staff.</li> </ul>

<b>G. Toxicity Reduction</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Educate residents about the hazards of toxics, alternatives, and proper disposal.</p> <ol style="list-style-type: none"> <li>Provide information about Household Hazardous Waste and proper disposal.</li> <li>Promote the use of green cleaners.</li> <li>Promote the Metro Hazardous Waste Facilities for safe disposal of unwanted hazardous waste.</li> <li>Promote safe disposal of unwanted medication and medical sharps.</li> </ol>	<ul style="list-style-type: none"> <li>• 1 ad or article in #ClackCo Quarterly OR in a bill insert.</li> <li>• 4 or more tabling events promoting the use of green cleaners, HHW, sharps, and unwanted medication.</li> <li>• Partner with sheriff's office, WES, and public health to develop a joint flyer for disposal of unwanted medication.</li> <li>• 4 green cleaner presentations.</li> <li>• 300 Green cleaner booklets distributed.</li> <li>• 1 or more Facebook or Twitter posts promoting the use of green cleaners and/or the proper disposal of toxics.</li> <li>• Information on Metro South's Hazardous Waste Facility included on our Recycle Depot list and website.</li> <li>• 150 Healthy and Safe Metro coupon booklets distributed.</li> <li>• Information on Drug Take Back boxes included on our Recycle Depot list and website.</li> </ul>

	<ul style="list-style-type: none"> <li>• 50 Clackamas River Water Providers “How to Properly Dispose of Unwanted Medication” brochures distributed at community events.</li> <li>• 50 Metro “Safe Disposal of Medical Syringes” distributed at community events.</li> </ul>
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<b>H. Other</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p><b>1. Oregon Green Schools</b> Support the OGS program within schools. Provide information about how to reduce solid waste generated by schools and build momentum and excitement around issues of sustainability in schools.</p> <ul style="list-style-type: none"> <li>a) Reach out to known contacts within schools, school and district-level administrators, school boards and others to invite participation in the Oregon Green Schools program.</li> <li>b) Support schools through the process of becoming OGS certified.</li> <li>c) Support established green teams/encourage and support schools as they establish green teams. We will do this by providing “grab and go” activities for green team leaders. In addition, our \$500 grants can be used to pay staff to lead green teams after school hours.</li> <li>d) Conduct recycling and waste audits in schools and assist with waste reduction goals within schools.</li> <li>e) Celebrate green school certification within schools at assemblies.</li> <li>f) Recognize certified schools in one issue of Clack Co. Quarterly per year.</li> <li>g) Work with established Eco School Networks in West Linn and North Clackamas.</li> <li>h) New: Begin offering flexible certification mini grants of \$500 to help schools achieve the goals set as part of certification process.</li> </ul>	<ul style="list-style-type: none"> <li>• 25% or more of Clackamas County schools will become OGS certified.</li> </ul>
<p><b>2. Schools Mini-Grants</b> Provide waste reduction mini-grants to applying schools. The purpose of this is to support waste reduction in schools throughout Clackamas County.</p> <ul style="list-style-type: none"> <li>a) Review grant applications to make sure they support projects that are likely to reduce waste in schools.</li> </ul>	<ul style="list-style-type: none"> <li>• Proven cost savings or waste reduction in schools after project implementation. We will analyze our grant program on an annual basis.</li> <li>• For milk dispensers: We will conduct pre-and post-waste audits to determine waste reduction. We</li> </ul>

<ul style="list-style-type: none"> <li>b) <b>New:</b> Create high quality/high-impact mini grant templates to encourage schools to adopt certain projects (example: durable classroom party kits).</li> <li>c) <b>New:</b> Support up to 8 schools with milk dispenser(s) to promote packaging and milk waste reduction.</li> </ul>	<p>will also work closely with the school districts to measure cost impacts of transitioning from cartons to milk dispensers.</p>
<p><b>3. School Presentations</b>  Deliver classroom waste reduction presentations as requested. Provide information about how to reduce amount of solid waste generated by schools and students, engage and educate students.</p> <ul style="list-style-type: none"> <li>a) Present different actions for students to take to practice waste reduction in their daily lives.</li> <li>b) <b>New:</b> Offer food waste prevention presentations to all 4<sup>th</sup> grade classes throughout the county. Prioritize areas outside Metro boundary (Canby, Estacada, Molalla River, Oregon Trail, Colton).</li> </ul>	<ul style="list-style-type: none"> <li>• Students commit to one waste reduction action by the end of each presentation.</li> <li>• Deliver presentations to 45 or more schools.</li> </ul>
<p><b>4. Title 1 School Assistance</b>  Track assistance to low income schools as defined by Title 1 status to ensure equitable service is provided throughout the county.</p> <ul style="list-style-type: none"> <li>a) Target outreach to Title 1 schools through cold calls and mailings.</li> <li>b) Refine Title 1 list annually.</li> </ul>	<ul style="list-style-type: none"> <li>• An equitable amount of service to Title 1 schools.</li> </ul>
<p><b>5. Food waste prevention</b>  Increase awareness of the problem of wasted food and provide information about practices that will decrease wasted food through classroom presentations, cafeteria waste audits, and the newly-created “An Apple Isn’t Just an Apple” workbook.</p> <ul style="list-style-type: none"> <li>a) Work with AmeriCorps member to develop plan for reaching kids and continue working with high school culinary programs on food waste prevention.</li> <li>b) Reach out to schools with culinary programs, with targeted outreach to schools with high free and reduced lunch populations.</li> <li>c) Schedule presentations in these classes to educate about ways food is wasted, and to provide food waste prevention strategies.</li> <li>d) <b>New:</b> Using the food waste reduction workbook, “An Apple isn’t just an apple,” develop and deliver food waste prevention lessons to 3<sup>rd</sup> and 4<sup>th</sup> grade classrooms as requested.</li> <li>e) <b>New:</b> Translate “An Apple...” into Spanish to increase accessibility.</li> <li>f) <b>New:</b> Co-develop (with Clackamas County Environmental Health) a guidance document for school share tables to be distributed to districts.</li> </ul>	<ul style="list-style-type: none"> <li>• Students will commit to one action to reduce wasted food at the end of each presentation.</li> </ul>



**6. School Recycling, Composting, and Waste Prevention Assistance**

Provide recycling, composting, and waste prevention/reuse technical assistance to schools throughout Clackamas County in order to increase recycling and /or composting awareness and capability among students, school staff and faculty.

- a) Prepare and distribute annual waste reduction packet to all schools in Clackamas County in order to provide information about how to reduce solid waste generated by schools.
- b) Identify waste reduction opportunities for schools.
- c) Continue to refine list of best contact at each school to receive the annual packet.
- d) Reach out to schools to make them aware of the recycling assistance available. Methods for reaching schools include the "Clack Co Quarterly" publication, cold calls and e-newsletters.
- e) Provide recycling containers and signage on request.
- f) Provide annual yes/no recycling information to schools.
- g) Encourage reuse at schools. Examples include having a one-sided paper box in each classroom for students to use for note-taking or doodling, starting a Reuse Closet at the school for easy exchange of materials, hosting Halloween Costume Exchanges at schools to reduce the number of new costumes purchased, establishing a school supplies closet to organize and reuse supplies year to year.

- Track requests for recycling and composting technical assistance.
- 75 or more schools will receive technical assistance. This number does not include the 50 above that receive presentations, as we define technical assistance as assistance outside of the classroom.
- All schools in the County will receive the annual waste reduction packet. The number of contacts (calls and emails) we receive for waste reduction assistance in schools is tracked.

**7. Event Recycling & Food Scraps Assistance**

Provide free event recycling assistance for community events in Clackamas County.

- a) Continue to provide event recycling containers and resources for collecting cans and plastic bottles, and food scraps containers where requested.

- At least 60 events will be served with event recycling containers and materials.
- Events seeking to collect food waste will be provided with collection containers and resources.
- All event recycling program participants receive information on Bottle Drop locations and the returning of deposit containers for fundraisers.

**8. Neighborhood Cleanup Events**

Support cleanup events where proposed.

- a) For cities and communities leading cleanup events that opt to use earmarked cleanup funds, continue to provide funding support consistent with those funds in the next fiscal year.
- b) Where the County is asked to support a city cleanup, either as collection event or a curbside bulky waste collection week, provide information through the city prohibiting the placement or collection of asbestos containing materials (ACM), and direct participants to information from DEQ and Metro on responsible handling of ACM.

- Cities requesting support for their cleanup events that include recycling and reuse will receive up to their historically earmarked funding. Public is informed of regulations pertaining to ACM.

<p><b>9. Food Waste:</b> Identify and expand opportunities for prevention, donation, and recovery of food waste.</p> <ol style="list-style-type: none"> <li>a) Continue participating in regional food waste reduction plan, Food Waste Stops with Me, to enhance awareness and promote prevention. Exploring ways to get businesses to adopt waste prevention practices.</li> <li>b) Continue discussions with Oregon Food Bank to enhance collaboration on donation opportunities.</li> <li>c) Continue developing partnerships with recovery organizations and stakeholders to identify potential infrastructure improvements.</li> <li>d) Increase the diversion of food scraps in the bundled and other rate zones.</li> <li>e) Develop awareness to address the issues of food waste reduction through possible partnership events.</li> </ol>	<ul style="list-style-type: none"> <li>• Identify a list of defined food waste prevention actions in marketing materials.</li> <li>• Develop outreach materials for food donation.</li> <li>• Develop food waste audit toolkit.</li> <li>• 25 food-service businesses initiate or significantly improve food waste reduction, donation or recovery.</li> </ul>
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<b>I. Required Elements</b>	
Activity Description	Indicator of Success/Measurement Metrics
<p>1. Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives) by completing RSS: Frequency of Service Table.</p>	<p>Completed Table 2: RSS Level and Frequency of Service.</p>
<p>2. Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).</p> <p>Amidst difficult market conditions, this goal is challenging. Anecdotal information on recovery from local collection is available through the inspection of containers and recycling practices during technical assistance to businesses, and during regular communication with franchised collectors. We review quarterly recycling and solid waste tonnage data from our franchises. We will continue to provide outreach, education and troubleshooting as described in the strategies and narratives outlined in the residential and business programs above, including building on a successful cart tagging project conducted in FY 17-18, providing direct feedback on material quality and what is recyclable. The 2017 increase in container redemption deposits and 2018 expansion in covered materials may continue to push some recyclables towards Bottle Bill recovery.</p>	<ul style="list-style-type: none"> <li>• Observation of quarterly recycling and solid waste tonnage data.</li> </ul>

<p>3. Participate in at least one regional waste reduction planning group. <i>(please provide details)</i></p> <p>We will continue to participate in regional workgroups including Solid Waste Directors, CREW, CWG, food scraps collection program development, and the Food Waste Stops with Me campaign in collaboration with other government agencies and Oregon Restaurant and Lodging Association.</p>	<ul style="list-style-type: none"><li>• Attendance at meetings, engagement in platform tools (such as Chatter), and participation in projects identified in these workgroups.</li></ul>
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**J. Recycle at Work Annual Outreach Plan**

Complete the following table listing specific efforts planned for completion during this fiscal year.

Status Key: (O) Ongoing (R) Revised (N) New (C) Complete

Target audience, goals, and outreach strategy	Status
Government Facilities (required)	
Goal: Clackamas County and the cities within will be strong leaders in actively modeling sustainable business operations.	
Strategies: <ol style="list-style-type: none"> <li>1. Update new-hire orientation training materials and intranet content with guidance and best practice information.</li> <li>2. Ensure internal BRR compliance, updating signage at waste stations and recycling centers, as needed.               <ul style="list-style-type: none"> <li>• Actively promote recycling refresher trainings at staff meetings.</li> </ul> </li> <li>3. Continue working with Facilities staff to maximize waste-reduction and recovery opportunities in county operations, including reviewing and discussing recycling access options for new construction and renovations.</li> <li>4. Continue educating County employees about recycling, toxics reduction and waste prevention through the Wellness, Safety and Sustainability Fair and other all county communications.</li> <li>5. Continue developing stronger relationships with cities within the county and other government agencies.               <ul style="list-style-type: none"> <li>• Work with cities to keep their education materials (on the web and print) and new hire onboarding materials current.</li> <li>• Strengthen relationship with the community college and support their sustainability efforts.</li> <li>• Encourage more government agencies/departments to participate in Leaders in Sustainability (LiS).</li> </ul> </li> </ol>	<p align="center">O O  O  O  O</p>
Indicators of success: <ul style="list-style-type: none"> <li>o Clackamas County Human Resources continues to distribute refreshed sustainability materials to all new hires.</li> <li>o Reach 300 county employees at our Wellness Fair table.</li> <li>o One city or department or other government facility (such as DTD, H3S Clackamas Fire, or NCPRD) become LiS certified.</li> </ul>	
New Businesses (required)	
Goal: Establish and grow relationships with new and existing businesses.	
Strategies: <ol style="list-style-type: none"> <li>6. <b>Lead generation and partnership building</b> – build a stronger network of leads that help us find out about new businesses.               <ul style="list-style-type: none"> <li>• Continue working with our partners (Collectors, Cities, Health Department, Internal Permits Department, and Chambers) to identify new businesses. Provide direct outreach to these businesses identified.</li> </ul> </li> </ol>	<p align="center">O</p>

<ul style="list-style-type: none"> <li>Collaborate and develop information to include in our partners new business packets and ensure they remain stocked on informational flyers.</li> </ul>	R
<ul style="list-style-type: none"> <li>Identify and strengthen partnerships with organizations (examples including Energy Trust of Oregon, water providers, CCC Small Business Program) to help identify new leads.</li> </ul>	O
<p>7. <b>Existing business education efforts –</b></p>	
<ul style="list-style-type: none"> <li>Work with the cities to include information in the business license renewal processes or other avenue annually.</li> </ul>	N
<ul style="list-style-type: none"> <li>Reestablish relationships with large generators/PMs to educate staff and keep recycling streams clean. Provide them with free technical assistance and resources.</li> </ul>	N
<p>8. <b>Marketing effort –</b> develop a communications plan to target our intended audience utilizing social media, paid and earned media advertising, mailings, partners events, cold calling and newsletter content to draw businesses into requesting our technical assistance and providing deeper support.</p>	R
<p>Indicators of success:</p> <ul style="list-style-type: none"> <li>Provide assistance to over 900 businesses and workplaces</li> <li>Collaborate and create a new business packet with our Health Department and chambers.</li> <li>Establish connections with two additional cities in the County to receive new business lists and integrate education into annual processes.</li> <li>Connect annually with property management companies and request trainings for their staff.</li> <li>Expand case studies, highlighting best practices in waste reduction and recycling to share with businesses.</li> </ul>	
<p>Target Businesses that are Underserved or Underrepresented (optional)</p>	
<p>Goal: Reach more underserved and underrepresented businesses and employees.</p>	
<p>Strategies:</p>	
<p>9. Deepen relationships with organizations that work with Latino businesses and employees.</p>	O
<p>10. Develop educational materials in collaboration with community partners. This could include leave behind flyers, how-to instructional posters, trainings and recycling refreshers and short instructional videos in Spanish.</p>	O
<p>11. Increase bilingual (English/Spanish) accessibility across program materials.</p>	R
<p>Indicators of success:</p> <ul style="list-style-type: none"> <li>Develop <a href="#">outreach</a> card highlighting interpretive services in multiple languages.</li> <li>Add resources on web in Spanish.</li> <li>Provide 4 trainings in Spanish.</li> <li>Respond to request for assistance in Spanish.</li> </ul>	

Target Business Sectors, Institutions or Materials (optional)	
Goal:	
Strategies:	
Indicators of success:	
Other commercial waste prevention, or waste reduction activities (optional)	
Goal: Continue to develop our green business recognition, <b>Leaders in Sustainability.</b>	
Strategies: 12. Create and target a business audience to use a one page abridged version of the checklist to allow easier access to basic certification. 13. Continue to use various media outlets to promote certified businesses, share successes and promote the program. Currently we work with our Chambers, Green Living Journal, #ClackCo Quarterly newspaper, social media, video and Green Business Directory website for spotlights. 14. Business to business opportunities – <ul style="list-style-type: none"> <li>o Enhance mentorship program amongst LiS peers by creating more opportunities for businesses to connect with each other – newsletter, organize business-to-business learning opportunities that could include tours, advisors making direct connections or organizing an event to strengthen connections between our business leaders.</li> <li>o Target a key business sector and helping create opportunities for that sector to work together on challenging materials or practices.</li> </ul>	 R  O   R   O
Indicators of success: <ul style="list-style-type: none"> <li>o The number of businesses that are Leaders in Sustainability within the county continues to grow.</li> <li>o Create and distribute quarterly e-newsletters, aiming for 25% open rate.</li> <li>o Create two promotional videos spotlighting a LiS business and the practices they adopted.</li> </ul>	
Goal: Identify opportunities for prevention, donation and recovery of <b>food waste.</b> (SEE “OTHER” SECTION)	

**Metro and Local Government  
Annual Waste Reduction Work Plan**

**FY 2017-18 End-of-Year Report for Annual Program Tasks**

**The report is due to Metro by August 1, 2018.**

Jurisdiction: Clackamas County Contact: Eben Polk

**Recycle at Work**

**Administrative Information—Expenditures and Staffing**

*Provide overall Recycle at Work expenditures to date and Metro Recycle at Work funds spent for the current program year (July 1 through June 30). List staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).*

Staffing for Recycle at Work activity was more stable in 17-18 than in the prior year, and outreach and technical assistance were provided by a more consistent group of staff.

**Recycle at Work Expenditures (Including Commercial Organics Funds and Expenses)**

Labor: FY 17-18 Salaries & Benefits Costs Apportioned to RAW, Based on Actual Staffing	\$367,812
Overhead Costs Associated with RAW Labor	\$253,790
Mileage / Fleet (est.)	\$4,500
Program Expenses - Resources & Materials (resources, publications, marketing, decals, commercial food carts)	\$49,792
Total	\$677,894

**Funding**

Metro Regional Funds (non-Organics)	\$133,691	31.5% of commercial sector spending excluding Metro Organics funds
Metro Regional Funds (Organics)	\$80,000	
County Funds	\$464,203	68.4% of commercial sector spending excluding Metro Organics funds

**Labor Details**

Program Staff	Title	RAW FTE	Months	Value (FTE x Fraction of Year x Annual Salary & Benefits)	Funding Source
Eben Polk	Supervisor	0.2	12	\$32,072	County
Kelly Stewart	Sr. Sustainability Analyst	1	12	\$120,000	County / RAW
Alex Mihm	Sustainability Analyst	1	12	\$20,508	Recycle At Work
Lisa Clifton	Sustainability	0.48	12	\$12,510	Recycle At

	Analyst				Work
Dena Hastings	Sustainability Analyst	0.75	9	\$72,192	Recycle At Work
Stacy Ludington	Sustainability Analyst	0.1	12	\$9,099	County

**Total Adjusted**  
**FTE: 3.34** (FTE  
x Fraction of  
Year, Summed)  
**\$325,911**

Note: Our schools program provides a combination of technical assistance, waste reduction grants, support with Oregon Green Schools certification and Eco Schools Network groups, and education through presentations for students and teachers. Clackamas County does not manage it as part of Recycle at Work and this year did not include costs in the accounting above. In 17-18 schools program funding commitment by the County included \$17,653 in staff, and over \$30,000 in waste reduction grants and other materials and supplies. Two schools in Canby School District became the first public schools in Oregon to adopt milk dispensers, which were purchased with assistance from our program, increasing our programmatic spending above what is typical for that program.

Activity Measures

List all tasks from your jurisdiction’s approved FY 2017-18 plan in the table below, the current status of each and notes regarding the implementation of the task including any changes from the original plan. Include quantitative data when possible.

Status Key: (O) Ongoing (N) New (R) Revised (C) Complete

<b>Annual Outreach Plan Report</b>		
<b>Target audience, goals, and outreach strategy</b>	<b>Status</b>	<b>Implementation Notes</b>
Government Facilities (required)		
<b>Goals:</b> Clackamas County, our cities and local school districts will be strong leaders in actively modeling sustainable business operations.		
<b>Strategies:</b> 1. Update new-hire orientation training materials and intranet content.  2. Ensure internal BRR compliance, updating signage at waste stations and recycling centers, as needed. <ul style="list-style-type: none"> <li>o Offer recycling refresher trainings at staff meetings, upon request.</li> </ul> 3. Continue working with Facilities	O  C/O  O	1. HR has relevant information that they include and distribute in new hire packets. The intranet has updated content as well.  2. The buildings observed during this fiscal year were BRR compliant. We also provided recycling and sustainability presentations at these locations: <ul style="list-style-type: none"> <li>o Beaver Creek Health (40 people)</li> <li>o Gladstone Health (15 people)</li> <li>o Sunnyside Health Center (30 people)</li> <li>o Transportation Maintenance (100 people)</li> </ul> 3. Over the past year an evaluation of soap



<p>staff to maximize waste-reduction and recovery opportunities in County operations, including reviewing and discussing recycling access options for new construction and renovations.</p> <p>4. Continue educating County employees about recycling, toxics reduction and waste prevention through the Wellness, Safety and Sustainability Fair and other all county communications.</p> <p>5. Continue developing stronger relationships with our cities and county departments.</p> <ul style="list-style-type: none"> <li>○ Work with cities to keep their education materials on the web and new hire onboarding materials current.</li> <li>○ Encourage cities to participate in Leaders in Sustainability (LiS).</li> </ul>	<p>C/O</p> <p>C/O</p>	<p>dispenser options was completed, including demos at different work locations. As a result, a majority of soap dispensers will be replaced with bulk-refill foaming units that will eliminate most refill cartridges.</p> <p>4. Staff supported several internal practices to reduce waste within county operations and educate employees. Some of these actions included:</p> <ul style="list-style-type: none"> <li>○ A table focused on recycling right, at the <b>Wellness, Safety and Sustainability Fair</b>, where 311 interactions occurred and batteries were collected.</li> <li>○ We provided <b>guidance and encouragement to the A-Team</b>, a volunteer group that organizes the annual picnic and other employee activities and fundraisers, to minimize waste by using reusable dishes or encouraging attendees to bring their own.</li> <li>○ <b>Reusable dish carts</b> were used for 14 events held at our Red Soils Campus.</li> <li>○ The County's weekly all-staff email newsletter promoted topics such as surplus and reuse of office equipment, food-preservation classes, document shredding and proper disposal of prescriptions, collecting bottles and cans for charity, solar eclipse glasses recycling, paperless pay statements, Bottle Bill expansion, and EcoChallenge, as well as promotion of the reusable dishware program for internal meetings.</li> </ul> <p>5. New relationships were established with multiple new contacts within several cities' public works, libraries, facilities, sustainability, and fire departments.</p> <ul style="list-style-type: none"> <li>○ We worked with the City of Wilsonville to update recycling information on <a href="#">their website</a>. We have also provided suggestions for updates to Happy Valley, Lake Oswego, Milwaukie, and West Linn.</li> <li>○ The City of Sandy and West Linn are pursuing certification. The County's Water Environment Services department was <a href="#">certified</a> at LiS - Silver in fall 2017. It also let to creation of their green team, and a brochure to inform new employees of their sustainability efforts. County Health Clinics and Department of Transportation and Development have also launched efforts to organize a project team and begin working on getting certified.</li> </ul>
<p><b>Indicator of success:</b></p> <ul style="list-style-type: none"> <li>● Human Resources has refreshed versions of new hire sustainability information and distributes the information to all new hires.</li> <li>● Progress is made on reducing</li> </ul>		<p><b>See implementation notes above</b></p>

<p>the number of hand dispensers in county bathrooms by assisting facility staff with a pilot program for hand dryers.</p> <ul style="list-style-type: none"> <li>Reach 300 county employees at our Wellness Fair table.</li> <li>One city or department (such as WES or NCPRD) becomes certified.</li> </ul>		
<p>New Businesses (required)</p>		
<p><b>Goal:</b> Establish and grow our working relationships with new and existing businesses.</p>		
<p><b>Strategies:</b></p> <p>6. Marketing and partnership development - Utilize mailings, advertising, Chamber of Commerce events, other membership organization (examples including Main Street Program Coordinators and City Business Alliances), cold calling and newsletter content to draw new businesses into requesting our technical assistance.</p> <p>7. Lead generation – build a stronger network of leads that help us find out about new businesses</p> <ul style="list-style-type: none"> <li>Continue working with our partners (Collectors, Cities, Health Department, Internal Permits Department, Chambers) to identify new businesses. Provide direct outreach to these businesses identified.</li> </ul>	<p>C/O</p> <p>C/O</p> <p>C/O</p>	<p>6. Multiple-channel promotion included a direct mailer to tax-related businesses (66), ads in the Green Living Journal (<a href="#">Fall</a>, <a href="#">Spring</a>), #ClackCo Quarterly (formerly Citizen News) (<a href="#">November 2017 and February 2018</a>), 4 e-newsletters to ~200 recipients (30-40% open rate), social media posts on FB (17), hosted Good Morning OC, a morning business networking event for Oregon City’s Chamber of Commerce (60 attendees), and an ad in a weekly e-blast with the North Clackamas Chamber of Commerce. Each of these outlets have helped more businesses become aware of our services and request assistance; however, it’s unclear which businesses called related to this promotion.</p> <p>7. We are receiving new business leads and information from the following sources: collectors, cities, County health inspectors, and chamber newsletters. From these partners we received around 200 leads and reached out to via mail or direct outreach to over 150 businesses before we paused to review our process and update our letter. New leads that we received from April to the end of June will receive outreach letters in 18-19 FY.</p> <ul style="list-style-type: none"> <li>We reached out to contacts at each of the cities to receive new business lists. We were able to successfully obtain new business registration information from the cities of Milwaukie, Oregon City, and Sandy, in addition to already getting info from Canby and Lake Oswego information. Gladstone, Molalla, Wilsonville and West Linn are in the process of either updating their systems</li> </ul>

<ul style="list-style-type: none"> <li>○ Collaborate and develop information to include in our partners new business packets (Collector, Health Department, Economic Development Departments within Cities and the County) and ensure they remain stocked on informational flyers.</li> <li>● Identify new partnerships with organizations (examples including Energy Trust of Oregon, water providers (including WES), Oregon Film, BOMA and property managers) to help identify new leads.</li> </ul> <p>8. Ongoing businesses –</p> <ul style="list-style-type: none"> <li>● Provide free technical assistance and resources to businesses and other institutions in the County</li> </ul> <ul style="list-style-type: none"> <li>● Identify a list of businesses who are candidates for cold calls that we haven't visited within the past two years, to inform of our services.</li> </ul> <ul style="list-style-type: none"> <li>● Targeted outreach to restaurants and food generators, reeducating staff on best practices in back of house.</li> </ul>	<p>R</p> <p>C/O</p> <p>C/O</p> <p>C</p> <p>O</p>	<p>or unable to pull this information.</p> <ul style="list-style-type: none"> <li>○ We provided our collateral to our internal ED department, met with the director of ED from the City of Oregon City to begin collaboration with them, learned about the City of Milwaukie's process, and finally got a meeting scheduled with the Health Department to discuss information to include in their new business packet, but this was scheduled for FY 18-19.</li> <li>● We met regularly with the ETO, Clackamas River Water Providers, PGE, and WES staff developing the County's FOG program. We connected with Clackamas Community College's Small Business Development Center and will continue partnering with them. We provided a flyer to Oregon Film with regional contact information and representatives from LG presented at a BOMA meeting in July 2017 where over 30 property managers attended.</li> </ul> <p>8. We provided assistance to over <b>1,300</b> unique businesses this year, with over 2,200 interactions. We delivered approximately 350 central collection containers, 1,000 deskside bins, 750 employee recycling guides, and 440 recycling posters, while providing 40 recycling presentations that reached over 475 employees. We confirmed 350 businesses were BRR compliant.</p> <ul style="list-style-type: none"> <li>● We sent out 75 postcards to tax prep businesses before the tax season and received requests for assistance from five. Additionally, we have reconnected with seven large generators in Wilsonville assisting them with additional plastic recycling options and consolidating their efforts together.</li> <li>● We have included recycling education and training when working with food related businesses on waste reduction and compost service. We planned additional recycling education at our February Sip &amp; Learn for food service</li> </ul>
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		businesses (278 invited) in the areas with bundled food scraps collection service. The workshop was cancelled due to snow, but 15 businesses were registered and two of those included PMs. We will be moving this project forward in 18-19.
Target Businesses that are Underserved or Underrepresented (optional)		
<b>Goals:</b> Ensure our services are equitably delivered and inclusive reaching more underserved and underrepresented businesses and employees.		
<b>Strategies:</b> 9. Increase engagement with Latino business audience.  • Develop educational materials in collaboration with community partners. This could include leave behind flyers, how-to instructional posters, trainings and recycling refreshers and short instructional videos in Spanish.  10. Increase bilingual (English/Spanish) accessibility across program materials.	C/O  C/O  O/I	9. We've been connecting with organizations that work with underserved populations and people of color on a regular basis this year, strengthening relationships and informing them of our ability to assist Spanish speakers. We attended social service roundtables, attended 2 community events with a Latino audience focus, and re-engaged with 11 agencies to enhance our efforts.  • We compiled a list of 50 businesses to contact, many of them restaurants and markets, where Spanish is a predominant or the only language spoken. We provided outreach to 19 of these businesses to engage them on recycling (38%). Four requested and received Spanish-language employee trainings.  10. An instructional poster on preparing and sorting recyclables has been under development, and will be available in Spanish. We consulted with several Spanish business owners as we were developing the content. The development was paused when the 'Sip & Learn' workshop was cancelled. We will resume this project in 18-19.
<b>Indicators of success:</b> • Develop an educational video in Spanish. • Translate one additional resource and instructional posters. • 50% of targeted Latino restaurants are approached.		<b>See implementation notes above</b>



Clackamas County currently listed on WRAP's webpage.		
Other commercial waste prevention, or waste reduction activities (optional)		
<b>Goal:</b> Continue to develop the Leaders in Sustainability Program.		
<p><b>Strategies:</b></p> <p>13. Create one page abridged version of the checklist to allow easier access to basic certification.</p> <p>14. Continue to use various media outlets to promote new certified businesses and the program. Currently we work with our Chambers, Green Living Journal, County Citizen News, social media, videos and <a href="#">Green Business Directory</a> website for spotlights.</p> <p>15. Business to business opportunities</p> <ul style="list-style-type: none"> <li>o Enhance mentorship program amongst LiS peers by creating more opportunities for businesses to connect with each other – newsletter, organize business-to-business learning opportunities that could include tours, advisors making direct connections or organizing an event to strengthen connections between our business leaders.</li> <li>o Target key business sectors – such as breweries, creating opportunities for sectors to work</li> </ul>	<p>O/I</p> <p>C/O</p> <p>C/O</p> <p>I</p>	<p>13. Remains in progress. Initial steps were taken towards drafting content. Will continue developing this in FY 18-19.</p> <p>14. We continued to diversify LiS promotion, adding Facebook posts (18 businesses), two new videos, new information in our business e-newsletters. Similar to past years, an <a href="#">LiS feature article</a> was earned in the LO Review, newly certified businesses were identified in the Green Living Journal's <a href="#">Fall</a> and <a href="#">Spring issues</a> as well as in two #ClackCo Quarterly articles: <a href="#">November 2017 "Solving Business Challenges by Going Green"</a> and <a href="#">February 2018 "Want Your Business to Save Resources and Money? We Can Help!"</a> There are currently 39 certified businesses and a similar number is working toward certification.</p> <p>15.</p> <ul style="list-style-type: none"> <li>o We expanded the number of e-newsletters this year from two to four to continue to feed information and promotion of sustainability to businesses that are interested in this topic. In each issue we featured the latest LiS businesses and a few practices they completed. Based on the number of recipients that open and click through the issues, there seems to be interest.</li> </ul> <p>We coordinated a well-received MRF tour for several LiS businesses to see what happens with their recycling. Additionally, we brought 8 businesses to the Regional Green Business Gathering at the Moda Center. They valued getting together to learn from other leaders across the region and look forward to next year's.</p> <ul style="list-style-type: none"> <li>o We did not target a key business sector for LiS.</li> </ul>

<p>together on challenging practices.</p> <ul style="list-style-type: none"> <li>○ Explore avenues to connect small businesses with opportunities to trade, e.g., business with packing peanuts connects with business that needs packaging materials.</li> <li>○ Continue to promote waste exchanges and a ResourceFULL Use events for industrial customers. Staff will use the program as a tool for scheduling in-depth evaluations with this sector.</li> </ul>	<p>○</p> <p>C/O</p>	<ul style="list-style-type: none"> <li>○ We continued making these connections where applicable. For example, in two strip malls we connected retail stores that received shipping materials with shipping companies that could reuse the material.</li> <li>○ We discussed with the City of Oregon City the potential to co-host a workshop in OC. We promoted ResourceFULL Use workshops in two e-newsletters and shared information with targeted customers for the Mylar workshop. The two workshops we attended we did not have attendees from Clackamas to develop any opportunities. We participated in the ResourceFULL Use planning process and provided input into how the program can continue to support exchanges with manufacturing and industrial customers.</li> </ul>
<p><b>Indicators of success:</b></p> <ul style="list-style-type: none"> <li>• The number of businesses that are Leaders in Sustainability within the county continues to grow.</li> <li>• Create and distribute two e-newsletters, aiming for 25% open rate.</li> <li>• Businesses in a pilot community make connections on material reuse.</li> </ul>		<p><b>See implementation notes above</b></p>

## **Recycle at Work Annual Report Narrative**

### **Successes and challenges in waste reduction and recycling**

As is typical, this year staff sought out and encountered businesses that were not aware of or set up with recycling or meeting BRR requirements. We continue to share these details with new/ongoing businesses, verify compliance, and address gaps where noticed to bring them into compliance. For some larger corporations additional measures seem necessary, especially with the state of the markets and need for clean materials—this might include warning letters, elevated compliance conversations with regional managers, or in future, enforcement actions. Our approach of spending some of our time in the field visiting businesses proactively, yields results. We occasionally encounter businesses where recycling service is incomplete—these may be new businesses where services are lost in the shuffle, or where prior managers opted out, or simply needed education. For example, we encountered some businesses who were only recycling cardboard, such as Gafford’s Pub, and offices at Providence Healing Place. We found others that lacked a glass container or cart and didn’t know this was an option.

We have seen a bump in requests for staff trainings and information on recycling right with the news of recycling in the media. We continue to offer presentations, share recycling stories in our newsletters, and share relevant stories through the County's social media channels. We will continue these practices and respond to requests for trainings and information next year.

#### *Leaders in Sustainability Recognition Program*

The Leaders in Sustainability recognition program continues to thrive and provided us with an opportunity to work in-depth with a variety of businesses in Clackamas County, build relationships, and track adoption of sustainable practices. The program focuses on actions around policy and employee engagement, materials management, water and energy conservation, transportation and community engagement / equity. Businesses have used the process and checklist to create internal green teams, expand efforts to the entire company from one Clackamas County location to all 5 locations across the PNW, help their tenants achieve certification by certifying the property management company, and brought more collaboration between a large, diverse division within the county. Overall there are 44 workplaces certified, representing over 3,600 employees at workplaces across the county. A similar number is working on the checklist. Businesses continue to appreciate the value of the certification, including the recognition, opportunities to learn from other businesses, and the support from advisors. Having a checklist as a basis for action and evaluation helps businesses see what they have already accomplished and create a plan for their next actions.

#### **Technical Assistance Report**

*Attach an Excel spreadsheet that includes the following information related to businesses assisted during the current program year (July 1 through June 30):*

- *Name and address of business.*
- *Contact type – new or ongoing.*
- *Type of assistance (resources delivered, onsite assistance, or phone/email).*
- *Dates of assistance.*
- *Description of assistance using key words (e.g., paper recycling, durable dishware).*

#### **Compliance Actions Taken**

*Provide the number of businesses that received code enforcement actions for non-compliance with the Business Recycling Requirements during the current program year (July 1 through June 30).*

There were no compliance actions taken within Clackamas County in FY 17-18.



## Maintenance & Expansion of Existing Programs

**Instructions:** List all tasks from your jurisdiction’s approved FY 2017-18 plan, the current status of each and notes regarding the implementation of the task including any changes from the original plan. Include quantitative data when possible and practical.

**Status Key:**

- C = Complete (task has been completed as planned)
- O= Ongoing (task continues into next Plan Year)
- R = Revised (explain program, policy or implementation adjustments made)
- I = Incomplete (indicate why the task is incomplete, delayed or will not be implemented)
- N = New (new program added that was not in your FY 2017-18 plan)

<b>Single Family Residential</b> (Include home composting programs)		
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Waste Prevention Activities	Status	Implementation Notes
<p><b>Food Waste Prevention</b> – Raise awareness around the issue of wasted food.</p> <p><b>Goal:</b> Residents gain awareness of the issue of wasted food and learn behaviors and actions that result in less food wasted.</p> <p><b>Strategy:</b></p> <ol style="list-style-type: none"> <li>1. Partner with other local jurisdictions on the Eat Smart, Waste Less Challenge (ESWLC). Continue educating at events and presentations with a focus on storage, eating what is purchased, and planning ahead. Pledges will receive up to 8 follow up emails—weekly for the first month, and then at months 3, 6, and 12.</li> <li>2. Partner with 3 Farmers Markets to share methods for wasting less food to public and test new strategies for outreach.</li> <li>3. Partner with OSU Extension to offer a hands-on class on ways to waste less food.</li> <li>4. Recruit an AmeriCorps member to help deliver these activities and develop relationships with stakeholders.</li> <li>5. Continue to make available other local resources that focus on</li> </ol>	<p>O/C</p> <p>C/O</p> <p>C</p> <p>C</p> <p>O</p>	<ul style="list-style-type: none"> <li>Partnered with Washington County and the Cities of Beaverton and Gresham on regional messaging for the ESWLC, and discussed best practices within our Community Regional Education Workgroup (CREW) meetings.</li> <li>ESWL materials made a regular appearance at the Milwaukie, Oregon City, West Linn, Canby, and Estacada Farmers Markets. We developed 10 quarter-sheet handouts, each highlighting different in-season produce and how to store/use up that item. Handouts were tested at the Oregon City Farmers Market.</li> <li>Our AmeriCorps member partnered with OSU’s Family Food Educators program to offer 3 joint, hands on cooking classes teaching participants how to cook with what they have. Classes ended with a presentation on ESWL.</li> <li>Our AmeriCorps member tabled at 7 events, gave 12 presentations on the ESWLC, 2 movie screenings of Just Eat It, and developed partnerships with Bob’s Red Mill, Bridging Cultures, Canby Adult Center, Clackamas Community College, Gleaners of Clackamas County, OSU Extension, Natural Grocers, and Providence Milwaukie Community Teaching Kitchen.</li> </ul>

<p>reducing wasted food, such as Oregon State Extension Service's food preservation classes and hotline and Gleaners of Clackamas County.</p> <p><b>Indicators of Success:</b></p> <ul style="list-style-type: none"> <li>• One article about preventing wasted food at home will be featured in Citizen News.</li> <li>• At least one Facebook and Twitter post will promote the reduction of wasted food.</li> <li>• The Reduce Wasted Food kit, which includes ESWLC materials, pledge forms and activities, will be available for tabling activities throughout the county. 10 Community events will include the Reduce Wasted Food kit with ESWLC Challenge materials at County-sponsored tables, presentations, or movie showings.</li> <li>• The Reduce Wasted Food kit will be available for Master Recyclers to check out.</li> <li>• Host at least 3 hands-on classes on ways to waste less food at home.</li> <li>• 100 pledges will be received to reduce wasted food at home through the Eat Smart, Waste Less Challenge campaign.</li> <li>• At least two links to food preservation resources will be provided on our web site and provided in relevant flyers.</li> </ul>		<ul style="list-style-type: none"> <li>• Information on Oregon State Extension Services' food preservation classes/hotline and Gleaners of Clackamas County were at every tabling event with ESWL material.</li> <li>• Article "Make your food last and save some cash" featured in Nov '17 edition of ClackCoQuarterly (formerly Citizen News).</li> <li>• 1 Facebook post discussing wasted food in households, promoting ways to make food last longer, and inviting people to attend a presentation on ESWL at Natural Grocers.</li> <li>• 37 community events (including the events our AmeriCorps member did) included the Reduce Wasted Food kit with ESWLC materials. This included 20 tabling events, 11 presentations, and 3 movie screenings.</li> <li>• Over 13 Master Recyclers checked out the wasted food reduction kit (12 tabling events; 1 presentation).</li> <li>• 249 ESWL pledges received.</li> <li>• Our website is in the middle of a transition. Currently, there is one link related to food preservation: <a href="http://www.eatsmartwasteless.com">www.eatsmartwasteless.com</a>. This transition occurred in May/June. Before that, we also had a link to OSU's Food Preservation and Storage webpages.</li> </ul>
<p><b>Reduce &amp; Reuse</b> – Promote opportunities and resources to reduce waste and encourage reuse.</p> <p><b>Goal:</b> Residents engage in actions that generate less waste and use existing resources.</p> <p><b>Strategy:</b></p> <ol style="list-style-type: none"> <li>1. Continue to update Reuse flyer which lists local and regional reuse-centered businesses. Emphasize donation and purchasing used materials that results in waste reduction, reuse</li> </ol>	<p>C/O</p>	<ul style="list-style-type: none"> <li>• No updates were needed to the Reuse Flyer, but we did translate it into Spanish. At least 696 Reuse flyers were distributed at 23 community events such as the Oregon City Farmers Market, Milwaukie Farmers Market, Master Recycler supported tabling events, and multi-family door-to-door outreach efforts.</li> <li>• Facebook and Twitter were actively used for advertising upcoming Repair Fairs and the importance of reuse and repair over replace.</li> <li>• The Nov '17 edition of</li> </ul>

<p>and helping people in need.</p> <p>2. Continue to promote alternatives to buying new and local reuse businesses such as thrift stores, consignment shops and used building material stores.</p> <p>3. Encourage waste reduction and reuse by organizing or supporting Repair Fairs in Clackamas County.</p> <p>4. Identify public perception of barriers to using reused/donated C&amp;D materials.</p> <p><b>Indicators of Success:</b></p> <ul style="list-style-type: none"> <li>• 100 Reuse flyers will be distributed at community events</li> <li>• At least one Facebook and Twitter post will promote opportunities and resources to reduce waste and encourage reuse.</li> <li>• One feature article about alternatives to buying new and reuse businesses will be in Citizen News or other outreach channels.</li> <li>• Two Repair Fairs are held in Clackamas County.</li> <li>• Develop a Repair Fair kit with the paperwork and basic supplies needed to host a Repair Fair for county and Master Recycler use.</li> <li>• Document created which identifies perceived barriers to C&amp;D materials.</li> </ul>	<p>C/O</p> <p>C/O</p> <p>C</p>	<p>ClackCoQuarterly (formerly Citizen News) included an article titled “Empower your inner fixer, learn to repair online”. The May ’18 edition of ClackCoQuarterly (formerly Citizen News) included a calendar of events which included Repair Fairs. Repair Fairs were featured on the front cover.</p> <ul style="list-style-type: none"> <li>• 6 Repair Fairs organized or supported by the county (Oregon City, West Linn x3, Milwaukie, Lake Oswego). There was a 7<sup>th</sup> repair fair scheduled in Happy Valley which had to be canceled due to a lack of volunteers.</li> <li>• Repair Fair kit created and used at 3 of the 6 repair fairs. It continues to be updated with items of use.</li> <li>• Research on the perceived barriers to C&amp;D materials was already done by Metro. This was part of our CREW work plan and highlights of Metro’s findings were compiled in a document shared among the jurisdictions.</li> <li>• Staff met with a regional repair fair group to learn more about supporting and coordinating Repair Fair calendars across jurisdictions.</li> </ul>
<p><b>Master Recyclers</b> - Supporting the regional Master Recycler program and Master Recycler volunteers.</p> <p><b>Goals:</b> Citizens learn from Master Recyclers to engage in actions that result in less waste and greater awareness of waste systems in the metro and tri-county regions.</p> <p><b>Strategy:</b></p> <p>1. Support the education, development of, and outreach conducted by Master Recyclers.</p> <p>2. Current Master Recyclers are provided opportunities to continue or refresh their education on the topic areas of the program (recycling, green cleaners, wasting</p>	<p>C/O</p> <p>C/O</p>	<ul style="list-style-type: none"> <li>• Staff scheduled, coordinated, packed kits for and supported Master Recyclers at at 41 events. This number does not include staff support for Master Recyclers whom tabled at the same farmers market either every week (Milwaukie), every other week (West Linn &amp; Oregon City), or once a month (Canby) through our “Adopt a Market” opportunity. Including events Master Recyclers sought out on their own, Master Recyclers volunteered at a total 150 events within Clackamas County. There were 89+ unique volunteers and over 72,854+ contacts.</li> <li>• Three kits were available to Master Recyclers for tabling at community events and can be viewed on the Master Recycler website. They include:</li> </ul>

<p>less food, etc.)</p> <p><b>Indicators of Success:</b></p> <ul style="list-style-type: none"> <li>• Host and support one course in Clackamas County each fiscal year.</li> <li>• Provide enhanced support for Master Recyclers to conduct outreach and fulfill payback hours at a minimum of 6 community events. (County staff will organize and back-fill MR volunteers.)</li> <li>• At least 3 kits made available for use by Master Recyclers when tabling at additional events in the community.</li> <li>• At least 4 staff presentations given during the MR course.</li> <li>• At least 1 refresher event is held for current Master Recyclers.</li> </ul>		<ul style="list-style-type: none"> <li>○ Garbage and recycling funnels that show actual materials for recycling and garbage containers (28 times),</li> <li>○ Green Cleaners (9 times)</li> <li>○ Reduce Wasted Food (ESWLC) (14 times)</li> </ul> <ul style="list-style-type: none"> <li>• Staff presentations were given at the April/May 2018 Master Recycler training including Residential, Multifamily, Recycle at Work, School Recycling, and Wasted Food. An additional staff member was on the Waste Reduction Panel.</li> <li>• A refresher event for Master Recyclers was held in conjunction with the Master Recycler Open house hosted by the Master Recycler program.</li> </ul>
Recycling Activities	Status	Implementation Notes
<p><b>Curbside recycling outreach</b> activity for an existing program:</p> <p><b>Goal:</b> Residents engage in actions that result in more recycling and have a better understanding of which materials are recyclable and where to recycle them.</p> <p><b>Strategy:</b></p> <ol style="list-style-type: none"> <li>1. Continue messaging about contamination in recycling and recyclables mistakenly put in the garbage, with a focus on materials identified in the most recent regional waste composition study.</li> <li>2. At community events, tangibly model correct recycling with Recycling Yes/No displays. Continue to provide the Garbage &amp; Recycling guide in 5 languages at events, online and upon request.</li> <li>3. Test a residential cart-tagging effort with one franchised collector to provide direct feedback to single-family residential customers about recycling contamination.</li> </ol> <p><b>Indicators of Success:</b></p> <ul style="list-style-type: none"> <li>• Feature at least one article in Citizen News and provide content</li> </ul>	<p>C/O</p> <p>C/O</p> <p>C</p>	<ul style="list-style-type: none"> <li>• 2 articles were featured in the two editions of ClackCoQuarterly (formerly Citizen News) on current recycling topics (Feb '18 &amp; May '18).</li> <li>• 1 Bill Insert was developed, printed, and distributed through bills to all paying garbage and recycling customers in Clackamas County. Electronic billing customers received the insert as an attachment on their bill.</li> <li>• Though not on Facebook and Twitter, Nextdoor was used to promote the Cart Tagging project and discuss issues around contamination in recycling.</li> <li>• 7,179 Garbage &amp; Recycling guides were distributed at community events and upon request (4,900 of which were directly printed for and distributed by collectors, 2,279 distributed at community events). This does not include the Garbage and Recycling guide included within the Bill Insert sent to every billing address within the county.</li> <li>• At least 3,714 households received direct feedback on their recycling practices over 6 weeks through our residential cart tagging pilot project.</li> </ul>

<p>for city newsletters or solid waste bill inserts about current recycling topics such as recyclables going into the garbage or garbage going into recycling.</p> <ul style="list-style-type: none"> <li>• At least one Facebook and Twitter post will contain messaging about contamination in recycling.</li> <li>• 500 Garbage &amp; Recycling guides will be distributed at community events and upon request.</li> <li>• At least 400 households receive direct feedback on their recycling practices.</li> </ul>		
<p><b>Alternative Recycling Options –</b> Promote recycling at depots and other non-curbside locations.</p> <p><b>Goal:</b> Residents engage in actions that result in further recycling efforts and a better understanding of which materials are recyclable and where they can be recycled.</p> <p><b>Strategy:</b></p> <ol style="list-style-type: none"> <li>1. Continue to maintain the county area Recycling Depot list that features recycling locations for paper, metal, plastics, appliances, electronics, batteries, paint, deposit containers, yard debris and other materials. Promote Paint Care, Call2Recycle and Oregon E-Cycles.</li> <li>2. Have an ad or article in one issue of Citizen News that encourages redemption of deposit containers and indicates why it's a preferable method of recycling.</li> </ol> <p><b>Indicators of Success:</b></p> <ul style="list-style-type: none"> <li>• Recycling Depot list will be featured in at least one issue of Citizen News.</li> <li>• Feature one ad on redemption of deposit containers in Citizen News.</li> <li>• Event recycling program will continue to promote Bottle Drop locations and returning deposit containers for fundraising.</li> </ul>	<p>C/O</p> <p>C</p>	<ul style="list-style-type: none"> <li>• The county area Recycling Depot continues to be updated in both English and Spanish as needed.</li> <li>• The Recycling Depot list was included in the Spring '18 edition of ClackCoQuarterly (formerly Citizen News). It included Deposit Containers, Oregon E-Cycles, Paint and Stains, Prescription medicine, Sharps (needles, lancets, syringes), as well as the traditional drop-off depot locations.</li> <li>• A full page in the Nov '17 edition of ClackCoQuarterly (formerly Citizen News) featured Recycling and Reuse locations in Clackamas County and included information bulky items, plastic bags, electronics, medications, household hazardous waste, yard debris, donation, and notification on changes at depots collecting plastic.</li> <li>• The Recycling Depot list is also on the back of the English and Spanish version of our Recycle Guide.</li> <li>• An ad was included in the Nov '17 ClackCoQuarterly (formerly Citizen News) edition notifying people of the Bottle Bill expansion on Jan 1<sup>st</sup>.</li> <li>• We did not do a Facebook or Twitter post to promote the redemption of deposit containers.</li> </ul>

<ul style="list-style-type: none"> <li>• At least one Facebook and Twitter post will promote the redemption of deposit containers.</li> </ul>		
<p><b>Home and Backyard Composting</b></p> <p><b>Goal:</b> Residents engage in actions that result in managing organic waste at home and gain a better understanding of how and what to compost.</p> <p><b>Strategies:</b></p> <ol style="list-style-type: none"> <li>1. Continue to encourage residents to grass-cycle and compost fruit/vegetable scraps and yard debris at home. Provide publications and display materials at community events and upon request.</li> <li>2. Continue to provide composting resources on our website, DIY instructions and provide links to external resources (OSU Extension and Metro).</li> <li>3. Continue to encourage using finished compost as a soil amendment and mulch in yards and gardens.</li> </ol> <p><b>Indicators of Success:</b></p> <ul style="list-style-type: none"> <li>• One article on composting options, resources, and benefits will be in Citizen News or other outreach channel.</li> <li>• Compost at home publications &amp; compost display materials will be provided at local farmers markets, County Fair and other community events. At least one Facebook and Twitter post will promote the use of compost and/or backyard composting.</li> </ul>	<p style="text-align: center;">○</p> <p style="text-align: center;">○</p> <p style="text-align: center;">○</p>	<ul style="list-style-type: none"> <li>• An article on the Backyard Habitat Certification Program, which promotes the use of compost as part of its program, was included in the May '18 edition of ClackCoQuarterly (formerly Citizen News).</li> <li>• Compost bins were giveaways at the County Fair, the Employee Sustainability and Wellness Fair, and the Spring Garden Fair.</li> <li>• We did not do a Facebook or Twitter post to promote the use of compost and/or backyard composting.</li> <li>• Many events where we table at also have booths where Master Gardeners table on composting. In such cases, we choose to table on other topics.</li> </ul>

## Multifamily Residential

Waste Prevention Activities	Status	Implementation Notes
<p>Description of Activity: <b>Promote waste prevention</b> to property managers and residents at multifamily communities.</p> <p>Goals: Residents gain awareness of and learn behaviors and actions that result in less waste.</p> <p>Strategy:</p> <ol style="list-style-type: none"> <li>1. Educate property managers and residents through direct outreach, newsletter, events and our website about waste prevention. Distribute information on junk mail and food waste reduction.</li> <li>2. Partner with other local jurisdictions on the Eat Smart, Waste Less Challenge ESWLC) – [<i>Single-family Residential Waste Prevention Strategy 1</i>]. Share information and resources with multifamily audiences</li> <li>3. Offer presentations, movie screenings and displays regarding waste prevention, recycling and other waste reduction messages upon request.</li> </ol> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• 100 communities receive waste prevention information.</li> <li>• 12 multifamily communities receive presentations, movie screenings or tabling on waste prevention.</li> </ul>	<p style="text-align: center;">C/O</p> <p style="text-align: center;">C/O</p> <p style="text-align: center;">C/O</p>	<p>During the 2017-2018 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Distributed 9,383 waste prevention resources to 102 communities: <ul style="list-style-type: none"> <li>• Recycle Guides: 6,747</li> <li>• Junk Mail Kits: 104</li> <li>• Reusable Bags: 1,665</li> <li>• Fruit &amp; Veggie Storage: 367</li> </ul> </li> <li>• Gave 15 waste reduction and recycling presentations to 15 communities.</li> <li>• Provided waste reduction and recycling information while tabling at two events at two communities.</li> <li>• Additionally, we conducted 24 door-to-door outreach events and left door hangers containing information on recycling and waste reduction at 25 communities.</li> <li>• The multifamily e-newsletters containing information about waste prevention were opened by 105 unique email addresses of multifamily property managers and staff.</li> </ul>
<p>Description of Activity: <b>Promote reuse and repair</b> to property managers and residents at multifamily communities.</p> <p>Goals: Residents reuse, swap or donate usable household items.</p> <p>Strategy:</p> <ol style="list-style-type: none"> <li>4. Distribute materials that promote reuse such as Reduce, Reuse, Recycle Guide, Reuse flyer, Community Warehouse door</li> </ol>	<p style="text-align: center;">C/O</p>	<p>During the 2017-2018 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Updated the ReUse flyer to include current information.</li> <li>• Transcreated a Spanish version of the ReUse flyer.</li> <li>• Distributed 937 ReUse flyers to 27 communities, and 85 multifamily property managers and staff received reuse information via our multifamily e-newsletters.</li> <li>• Identified eight communities as</li> </ul>

<p>hanger and/or Metro magnet.</p> <p>5. Continue identifying opportunities to coordinate with a social service reuse organization such as Community Warehouse or similar non-profit to collect reusable items either on an on-going basis or after an on-site collection event.</p> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• 100 communities receive information about reuse.</li> <li>• 3 communities implement a reuse activity – one-time event or ongoing storage/activity.</li> <li>• Database updated to track communities with reuse events or resources.</li> </ul>	<p>O</p>	<p>implementing an annual (1), or on-going (8) reuse event, such as an exchange table, a library, or other swap/reuse opportunity.</p> <ul style="list-style-type: none"> <li>• Updated our multifamily database to include tracking options for the one-time, annual, and ongoing reuse events.</li> </ul>
<p>Description of Activity: <b>Promote technical assistance</b> program to property managers.</p> <p>Goals: Property managers are aware of our program and request tools to educate tenants.</p> <p>Strategy:</p> <p>6. Develop and distribute an electronic property manager newsletter that will be delivered quarterly that contains information about waste reduction and recycling topics, and managing enclosures and bulky waste, to keep property managers current and informed about our services. Include reminders about available resources.</p> <p>7. Maintain up-to-date information on the website:  <a href="http://clackamas.us/recycling">clackamas.us/recycling</a> and  <a href="http://clackamas.us/recycling/multifamily">clackamas.us/recycling/multifamily</a></p> <p>8. Highlight program assistance in one issue of Trash Talk.</p> <p>Indicators of Success:</p> <ul style="list-style-type: none"> <li>• Newsletter is distributed to roughly 200 property managers for whom we have email addresses.</li> <li>• PMs request materials and assistance.</li> </ul>	<p>C/O</p> <p>C/O</p> <p>C/O</p>	<p>During the 2017-2018 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Published four quarterly e-newsletters that were distributed to the 269 multifamily property managers and staff emails on record.</li> <li>• Maintained up-to-date information on our multifamily webpages, and continued to work to update with more easy-to-find information.</li> <li>• Published a multifamily-specific article in the May '18 edition of Trash Talk in the county-wide #ClackCo Quarterly newspaper.</li> <li>• Received 64 requests for resources and services from property managers.</li> </ul>



Recycling Activities	Status	Implementation Notes
<p>Description of Activity: <b>Provide technical assistance to communities.</b></p> <p>Goals: Recycle often and right.</p> <p>Strategy:</p> <ol style="list-style-type: none"> <li>1. Offer assistance to communities that have not received assistance in the past 2 years.</li> <li>2. Target outreach to communities with missing service streams and/or low service levels per unit.</li> <li>3. Distribute reusable recycling bags for the collection and transport of recyclable materials to common recycling areas.</li> <li>4. Educate communities about plastic film recycling options at the grocery store to help reduce the amount in mixed recycling.</li> <li>5. Provide on-site assistance as requested.</li> </ol> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• At least 50 communities that have not received assistance in the past 2 years receive resources/assistance.</li> <li>• 70 communities have their service levels verified and adjusted, if needed.</li> <li>• 500 recycling bags are distributed to property managers for residents.</li> <li>• 5 communities set up a source separated film collection to be taken back to grocery stores.</li> <li>• 100 communities receive resources, information and assistance.</li> </ul>	<p>C/O</p> <p>C/O/R</p> <p>C/O</p> <p>C/O</p> <p>C/O</p>	<p>During the 2017-2018 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Consulted with 118 communities (24% of 492) that had not received assistance in the past two years.</li> <li>• Assessed service levels at 157 communities and adjusted 37 of the 52 (71%) that needed changes or additions. <ul style="list-style-type: none"> <li>• New mixed &amp; glass: 5</li> <li>• New glass: 21</li> <li>• New yard debris: 1</li> <li>• Increased mixed: 2</li> <li>• Changes to mixed &amp; glass: 6</li> <li>• Container swaps: 2</li> </ul> </li> <li>• Distributed 1,419 reusable recycling totes to 21 multifamily communities.</li> <li>• Set up source separated plastic film recycling collection at three multifamily communities (nine additional communities were identified as already collecting plastic film). Those communities are then committed to returning the film to participating retailers.</li> <li>• Provided technical assistance to 134 multifamily communities (signage, e-newsletters, events, decals, flyers, etc.): <ul style="list-style-type: none"> <li>• Recycle Guides – 6,747</li> <li>• Door Hangers - 500</li> <li>• Decals – 743</li> <li>• E-cycles Info – 31</li> <li>• Film Education – 632</li> <li>• Outdoor Signs – 233</li> <li>• Reusable Bags – 1,665</li> <li>• Door-to-Doors - 25</li> <li>• Recycling Presentation – 15</li> <li>• Tabling - 2</li> </ul> </li> </ul>
<p>Description of Activity: Recruit and train an <b>AmeriCorps member</b> to help deliver targeted outreach to multifamily properties in low-income areas in SE Canby, Clackamas and Central Milwaukie.</p> <p>Goals: In the targeted areas:</p> <ul style="list-style-type: none"> <li>• Ensure access to recycling services for multifamily residents.</li> <li>• Increase the amount of recyclable materials recovered.</li> </ul>		<p>During the 2017-2018 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Conducted initial site visits to determine existing service levels at 66 multifamily communities in three targeted, high-density, low-income, Census tracts.</li> <li>• Identified 14 communities that could benefit from service level changes and/or outreach.</li> <li>• Successfully adjusted service levels at 10 communities:</li> </ul>

<ul style="list-style-type: none"> <li>• Ensure the recyclable materials collected are high quality.</li> </ul> <p>Strategy:</p> <ol style="list-style-type: none"> <li>6. Analyze existing service data to identify communities that could benefit from increased service.</li> <li>7. Identify communities that would be better served by adjustments to enclosure/layout.</li> <li>8. Provide outreach to communities with adequate access – meet with PM and develop strategy.</li> </ol> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• At least 25 communities in SE Canby, Clackamas and Central Milwaukie will receive targeted technical assistance including service level adjustments (when needed) and interviews with PMs to develop targeted outreach to communities.</li> <li>• Continue to evolve the multifamily outreach paradigm, building on the model established during the Wilsonville pilot, to replicate in other areas throughout the county.</li> </ul>	<p>C/O</p> <p>C/O</p> <p>C/O</p>	<ul style="list-style-type: none"> <li>• New mixed and glass: 1</li> <li>• New glass: 7</li> <li>• Increased mixed: 2</li> <li>• Provided extensive outreach (ongoing communication with property manager, presentation, door-to-door outreach, troubleshooting problems, etc.) to 27 communities.</li> <li>• Conducted waste reduction and recycling presentation at five communities to 59 participants.</li> <li>• Conducted door-to-door outreach at 14 multifamily communities.</li> <li>• Documented lessons learned and shared findings with the three collectors involved to apply to future outreach throughout the County.</li> </ul>
<p>Description of Activity: <b>Track assistance</b> to low income communities - and explore possibilities to use other variables to measure assistance to under-served populations.</p> <p>Goals: To provide equitable service throughout the county.</p> <p>Strategy:</p> <ol style="list-style-type: none"> <li>9. Target outreach to low-income communities through partnerships, cold calls and mailings.</li> </ol> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• Low-income communities will be the priority when reaching out to those communities missing service streams.</li> <li>• Target outreach to those communities that feed into schools with high free-and-reduced lunch percentages.</li> <li>• Provide assistance to at least 25</li> </ul>	<p>C/O</p>	<p>During the 2017-2018 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Updated multifamily database to represent current low-income status in accordance with updated information from Oregon's Affordable Housing Inventory.</li> <li>• Provided outreach, education, and technical assistance to 21 of 69 low-income communities (30% of low-income communities – greater than 20% of all communities to receive outreach/technical assistance).</li> <li>• Glass and/or mixed recycling service was added at eight of 12 low-income communities known to be missing service (67%), and on-going efforts continue at the remaining four.</li> <li>• Provided extensive outreach to 27 multifamily communities within the three targeted high-density-low-income Census tracts which predominantly feed schools with high free-and-reduced lunch percentages.</li> </ul>

communities within the three targeted, low-income census tracts (SE Canby, Clackamas, and Central Milwaukie).		
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## Construction & Demolition

Waste Prevention Activities	Status	Implementation Notes
Continue to promote local businesses that accept and/or sell salvaged construction and demolition materials, building materials	O	<ul style="list-style-type: none"> <li>An ad for Metro Paint was placed in ClackCoQuarterly (formerly Citizen News) in the Spring 2018 issue</li> <li>Reuse/donation stores were identified in the Spring 2018 CCQ</li> <li>We supplied related information in our program's lobby and at events</li> </ul>
Work with Building Codes staff issuing permits to provide information about asbestos and Metro and DEQ requirements. Increase visibility of asbestos-related information in our permit lobby.	R	<ul style="list-style-type: none"> <li>DEQ brochures are available in lobby.</li> <li>We continue to work with lobby staff to actively distribute brochures.</li> </ul>
Survey other jurisdictions issuing building permits to learn the processes and policies used by jurisdictions for building removal (and hazard mitigation) to explore potential for more consistent use of deconstruction and recovery of materials.	R	<ul style="list-style-type: none"> <li>Survey was created and provided to the leadership of OBOA (Oregon Building Officials' Association) for distribution to members (statewide) in spring. OBOA made the decision not to distribute the survey, but failed to relay the information to the County. Our building official intends to send the survey directly to a number of building officials.</li> </ul>
Recycling Activities	Status	Implementation Notes
Distribute Metro Construction Salvage & Recycling toolkits at DTD lobby counter, local libraries, jurisdictions and relevant community events.	O	<ul style="list-style-type: none"> <li>We depleted our supply of printed toolkits through lobby distribution. In lieu, we provide web based information on brochures in lobby.</li> <li>Pencils continue to fly off the permit techs' desks.</li> <li>Flyers used for community events provide the web information.</li> <li>Local libraries and other jurisdiction's lobbies were not supplied with material this past year.</li> </ul>
Explore opportunities to repurpose DTD lobby screens to convey information and advisories about deconstruction, salvage, reuse, and recycling (e.g. asbestos, paint care, Habitat ReStores, etc.)	N	<ul style="list-style-type: none"> <li>Internal bureaucracy hindered this pursuit. The committee that governs lobby decisions has not yet taken up this question. We are aware that a discussion is getting underway and we have the support of management to address this.</li> </ul>

## Toxicity Reduction

Waste Prevention Activities	Status	Implementation Notes
<p><b>Safe Alternatives</b> – Promote alternatives to toxics.</p> <p><b>Goal:</b> Residents, businesses and organizations engage in actions that result in using less toxics.</p> <p><b>Strategy:</b></p> <ol style="list-style-type: none"> <li>1. Continue outreach to residents about using less toxics at home, including using green cleaners.</li> <li>2. Continue to promote Grow Smart, Grow Safe tools and app, including the healthy lawn and garden pledge.</li> </ol> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>• Alternatives to toxics and using green cleaners will be featured in at least one issue of Citizen News or as an insert in solid waste bills.</li> <li>• Feature the Green Cleaners display and activity at 3 community events.</li> <li>• Distribute 300 Green Cleaner booklets at Wellness Fairs and other community events.</li> <li>• 3 Green Cleaner presentations at community groups or multifamily communities by staff or Master Recyclers.</li> <li>• At least one Facebook and Twitter post will promote using less toxics at home.</li> <li>• Distribute 300 Healthy &amp; Safe Metro coupon booklets and Household Hazardous Waste flyer at community events and in our lobby. Make coupon booklets available to cities.</li> </ul>	<p>C/O</p> <p>I</p>	<ul style="list-style-type: none"> <li>• The May '18 edition of ClackCoQuarterly (formerly Citizen News) featured an ad promoting the Household Hazardous Waste coupon.</li> <li>• At least 630 green cleaner booklets were distributed at 14 community events.</li> <li>• An ad was included in the Clackamas Answer Guide and in the May '18 edition of ClackCoQuarterly (formerly Citizen News) saying people could request a presentation on Green Cleaners for their community group. No requests were made. No Green Cleaners presentations were given at multifamily communities or in community presentations – staff will continue to offer the topic and develop a strategy for more pro-active development of these presentation opportunities.</li> <li>• Distributed 51 Healthy &amp; Safe Metro coupon booklets via an ad in ClackCoQuarterly (formerly Citizen News), and 248 at community events (299 total). More were distributed in our lobby.</li> <li>• Distributed 17 Household Hazardous waste flyers via an ad in ClackCoQuarterly (formerly Citizen News), and 44 at community events (61 total).</li> <li>• We did not promote the Grow Smart, Grow Safe tools and app, including the healthy lawn and garden pledge.</li> <li>• Many events where we table at also have booths where Master Gardeners table. It had been a challenge to have enough material to table on without also tabling on the same or too similar topics that they may be tabling on.</li> </ul>
Recycling Activities	Status	Implementation Notes
<p><b>Safe Disposal</b> - Promote locations, including the Metro Hazardous Waste Facilities, for safe disposal of toxic</p>		<ul style="list-style-type: none"> <li>• Information promoting Metro South's Hazardous Waste Facility was included</li> </ul>

<p>household materials.</p> <p><b>Goal:</b> Residents engage in actions that result in a better understanding of which materials are potentially toxic and their safe disposal options.</p> <p><b>Strategy:</b></p> <ol style="list-style-type: none"> <li>1. Continue to promote the Metro Hazardous Waste Facilities for safe disposal of unwanted toxic hazardous materials.</li> <li>2. Continue to encourage safe disposal of unwanted medication and medical sharps. Provide brochures at community events, links on our website and information upon request.</li> <li>3. Continue to encourage electronics recycling at Oregon E-Cycles and other electronics recycling locations. Continue to provide links on our website and include it on our Recycling Depot list.</li> </ol> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>• One or more ads or articles will be featured in Citizen News.</li> <li>• Distribute 50 brochures - Clackamas River Water Providers “How to properly dispose of unwanted medication” at community events.</li> <li>• Distribute 50 brochures – Metro “Safe disposal of medical syringes” at community events.</li> <li>• At least one article or ad on Oregon E-Cycles will be featured in Citizen News.</li> <li>• At least one Facebook and Twitter post will promote Oregon E-Cycles.</li> </ul>	<p>C/O</p> <p>C/O</p> <p>C/O</p>	<p>in the Nov '17 and May '18 editions of ClackCoQuarterly (formerly Citizen News).</p> <ul style="list-style-type: none"> <li>• At least 159 Clackamas River Water Providers “How to Properly Dispose of Unwanted Medication” brochures were distributed within the community.</li> <li>• At least 120 Metro “Safe Disposal of Medical syringes” brochures were distributed within the community.</li> <li>• Sharps and hazardous waste disposal is included on our Depot list which is on the back of our Recycle Guide.</li> <li>• An ad about free electronics recycling through the Oregon E-Cycles program was featured in the Nov '17 and May '18 editions of ClackCoQuarterly (formerly Citizen News).</li> <li>• Electronics recycling through the Oregon E-Cycles program is included on our Depot list which is on the back of our Recycle Guide.</li> <li>• We did not do a Facebook or Twitter post to promote Oregon E-Cycles.</li> </ul>
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<b>Other</b>		
<b>Required Elements</b>	<b>Status</b>	<b>Implementation Notes</b>
1. Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives)	○	Clackamas County and its cities remain compliant, with no changes in the prior fiscal year.
2. Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).	○	<p>Programmatically, communities within Clackamas County continue to gradually increase the availability of collection service for commercial and residential food scraps. Residential food scraps service is now available in Milwaukie and Lake Oswego, and most cities have commercial service available. Inadequate transfer infrastructure for commercial and residential food, however, has slowed adoption of these services.</p> <p>This year Clackamas County bundled commercial food scraps collection similar to recycling, to facilitate convenience and ease of service, which is encouraging greater participation. Recycling programs remain consistent in accepted materials, though external market forces have complicated recovery. Curbside recovery of deposit containers has also decreased, but been offset by a significant increase in Bottle Bill recovery.</p>
3. Participate in at least one regional waste reduction planning group.	○	Clackamas County continued to participate in Solid Waste Directors', CREW, CWG, commercial food policy development, Regional Waste Plan groups, and other workgroups.
<b>Waste Prevention Activities</b>	<b>Status</b>	<b>Implementation Notes</b>
<p>Description of Activity: <b>Oregon Green Schools</b> - Support the OGS program within schools.</p> <p>Goal: Provide information about how to reduce solid waste generated by schools and build momentum and excitement around issues of sustainability in schools.</p> <p>Strategies:</p> <ul style="list-style-type: none"> <li>Reach out to known contacts within schools, school and district-level administrators, school boards and others to invite participation in the Oregon Green Schools program.</li> </ul>	<p>○</p> <p>○</p> <p>○</p>	<p>We invited new schools to certify, and worked with certified schools to recertify.</p> <p>Certified 15 schools: 10 were brand-new certifications, and 5 were re-certifications.</p> <p>During the 2017-2018 school year, we worked with 49 schools on maintaining or achieving Oregon Green School certification.</p> <p>Conducted 30 waste audits with students, and assisted schools with setting and achieving waste reduction goals following the audits.</p> <p>29% of all Clackamas County schools are OGS certified.</p> <p>More than 300 students participated in waste audits.</p>

<ul style="list-style-type: none"> <li>• Support schools through the process of becoming OGS certified</li> <li>• Conduct recycling and waste audits in schools and assist with waste reduction goals within schools</li> <li>• Celebrate green school certification within schools at assemblies.</li> </ul> <p>Indicators of Success:</p> <ul style="list-style-type: none"> <li>• Minimum of 25% OGS certification of Clackamas County schools.</li> <li>• Student participation in audits.</li> </ul>	<p>○</p> <p>○</p>	<p><b><u>Certified Oregon Green Schools:</u></b></p> <ul style="list-style-type: none"> <li>• Carus School, Canby</li> <li>• Deep Creek Damascus School, Damascus</li> <li>• Hallinan, Lake Oswego</li> <li>• Lake Grove, Lake Oswego</li> <li>• Lakeridge Jr. High, Lake Oswego</li> <li>• Oak Creek, Lake Oswego</li> <li>• River Grove, Lake Oswego</li> <li>• Westridge, Lake Oswego</li> <li>• Molalla Elementary, Molalla</li> <li>• Molalla High School, Molalla</li> <li>• Molalla River Middle School, Molalla</li> <li>• Ardenwald Elementary, Milwaukie</li> <li>• Cascade Heights Public Charter School, Clackamas</li> <li>• Linwood Elementary, Milwaukie</li> <li>• Milwaukie High School, Milwaukie</li> <li>• Oregon Trail Elementary, Happy Valley</li> <li>• Scouters Mountain, Happy Valley</li> <li>• Sojourner School, Milwaukie</li> <li>• Spring Mountain Elementary, Happy Valley</li> <li>• Verne Duncan Elementary, Happy Valley</li> <li>• View Acres Elementary, Milwaukie</li> <li>• Candy Lane Elementary, Oregon City</li> <li>• Jennings Lodge Elementary, Oregon City</li> <li>• John McLoughlin Elementary, Oregon City</li> <li>• Oregon City Service Learning Academy, Oregon City</li> <li>• Redland Elementary, Oregon City</li> <li>• Springwater Environmental Sciences School, Oregon City</li> <li>• Butte Creek School, Mt. Angel</li> <li>• Bolton Primary, West Linn</li> <li>• Cedaroak Park Primary, West Linn</li> <li>• Lowrie Primary, Wilsonville</li> <li>• Stafford Primary, West Linn</li> <li>• Trillium Creek Primary, West Linn</li> <li>• Wilsonville High School, Wilsonville</li> <li>• Columbia Academy, West Linn</li> <li>• North Clackamas Christian School, Oregon City</li> <li>• Portland Waldorf School, Milwaukie</li> <li>• St. John the Apostle School, Oregon City</li> </ul>
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<p>Description of Activity: <b>Schools Mini-Grants</b> - Provide waste reduction mini-grants to schools after successful completion of an application.</p> <p>Goal: Support waste reduction in schools throughout Clackamas County.</p> <p>Strategy: Review grant applications to make sure they support projects that are likely to reduce waste in schools.</p> <p>Indicator of Success: Proven cost savings or waste reduction in schools after project implementation.</p>	<p style="text-align: center;">○</p>	<ul style="list-style-type: none"> <li>• West Hills Montessori, Lake Oswego</li> </ul> <p>During the 2017-2018 school year, we disbursed just over \$14,000 in small grants to 14 schools.</p> <p>We disbursed grants in the following categories:</p> <ul style="list-style-type: none"> <li>• Milk dispensers (2)</li> <li>• Water bottle filling stations (2)</li> <li>• Onsite composting (3)</li> <li>• School garden assistance (1)</li> <li>• Cafeteria and staff room durables (3)</li> <li>• Durable dishes for classroom parties (1)</li> <li>• LED lighting (1)</li> <li>• Durable sandwich bags for waste free lunches (1)</li> </ul> <p>The milk dispenser grant was our most successful waste reduction project of the year. Schools that began using milk dispensers for lunch service have reduced their milk purchasing by over 150 gallons per school per month. In addition, they have reduced the amount of milk that they throw away by over half.</p> <p>These schools have also seen a reduction in their solid waste generation, as they are now using washable cups in place of milk cartons during lunch service. Waste audits show that schools generate between 35 and 50 gallons of milk carton waste per day.</p>
<p>Description of Activity: <b>School Waste Reduction Packet</b> - Prepare and distribute annual waste reduction packet to all schools in Clackamas County.</p> <p>Goal: Provide information about how to reduce solid waste generated by schools.</p> <p>Strategies: Identify waste reduction opportunities for schools.</p> <p>Continue to refine list of best contact at each school to receive the annual packet.</p> <p>Indicator of Success:</p>	<p style="text-align: center;">○</p> <p style="text-align: center;">○</p>	<p>All Clackamas County schools received the annual waste reduction packet, which included our recycle guide and resource offerings.</p> <p>We received requests from 87 schools during the</p>

<p>All schools in the County will receive the annual waste reduction packet. The number of contacts (calls and emails) we receive for waste reduction assistance in schools will be tracked.</p>		<p>2017-2018 school year.</p>
<p>Description of Activity: <b>School Presentations</b> - Deliver classroom waste reduction presentations as requested.</p> <p>Goal: Provide information about how to reduce amount of solid waste generated by schools and students, engage and educate students.</p> <p>Strategy: Present different actions for students to take to practice waste reduction in their daily lives.</p> <p>Offer two new Lifecycle presentations</p> <p>Indicator of success: Students commit to one waste reduction action by the end of each presentation.</p>	<p>O</p> <p>C</p>	<p>Delivered 130 classroom and assembly presentations to approximately 2600 students.</p> <p>Approximately 2600 students pledged to begin practicing one waste reduction action/strategy.</p>
<p>Description of Activity: Track assistance to low income schools as defined by Title 1 status.</p> <p>Goal: To provide equitable service throughout the county</p> <p>Strategy: If a lower percentage of Title 1 schools request service, target outreach to those schools through cold calls and mailings.</p> <p>Indicator of Success: An equitable amount of service to Title 1 schools</p>	<p>O</p>	<p>We provided service to 76 public schools in the 2017-2018 school year. Of those, 29 are designated Title 1 schools. This means that 38% of the schools we provided services to are designated Title 1.</p> <p>Of the county's 115 public schools, 43 of them are designated Title 1, or 37%.</p> <p>We are providing an equitable amount of service to Title 1 schools.</p>
<p>Description of activity: <b>Food waste prevention:</b> Work with AmeriCorps member to develop plan for reaching kids and explore working with high school culinary programs</p>		<p>We developed a food waste prevention presentation geared towards high school culinary arts classes, and delivered the presentation at Sabin Schellenberg Technical Arts School to 2 culinary arts classes of 30 students each.</p>

<p>on food waste project, specifically at Milwaukie High School and other schools with high free and reduced lunch populations.</p> <p>Goal: Increase awareness of the problem of wasted food and provide information about practices that will decrease wasted food.</p> <p>Strategy: Reach out to schools with culinary programs, with targeted outreach to schools with high free and reduced lunch populations.</p> <p>Schedule presentations in these classes to educate about ways food is wasted, and to provide food waste prevention strategies.</p> <p>Indicator of success: Students will take a quick pre-and post-test about their knowledge of wasted food facts and food waste prevention strategies. Students will score higher on post-test than they did on pre-test.</p>	<p>C/O</p> <p>O</p>	<p>Students took a survey at the end of the presentation and indicated that they learned something new during the course of the presentation.</p>
Recycling Activities	Status	Implementation Notes
<p>Description of Activity: <b>Schools Assistance-</b> Provide recycling and composting (where available) technical assistance to schools throughout Clackamas County</p> <p>Goal: Increase recycling and /or composting awareness and capability among students, school staff and faculty.</p> <p>Strategies: Reach out to schools to make them aware of the recycling assistance available. Methods for reaching schools include the quarterly “Trash Talk” publication, cold calls and e-newsletters.</p> <p>Provide recycling containers and signage on request</p> <p>Provide annual yes/no recycling</p>	<p>O</p> <p>O</p> <p>O</p>	<p>We provided assistance to 87 schools on recycling.</p> <p>Containers for recycling provided included:</p> <ul style="list-style-type: none"> <li>• 159 blue recycling bins</li> <li>• 10 Brute recycling bins</li> <li>• 7 bus tubs for compost collection</li> <li>• 14 ClearStreams</li> <li>• 1154 ClearStream bags</li> </ul>

<p>information to schools</p> <p>Indicator of success:</p> <ul style="list-style-type: none"> <li>• Track requests for recycling and composting technical assistance</li> <li>• Provide technical assistance to a minimum of 50 schools</li> </ul>		<ul style="list-style-type: none"> <li>• We received 193 requests for technical assistance from schools (and responded to all requests).</li> <li>• We provided technical assistance to 87 different schools.</li> </ul>
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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of an Agreement  
between the City of Barlow  
and Clackamas County

ORDER NO. 88-11


This matter coming on at this time to be heard, and it appearing to the Board that Winston Kurth, Director of Clackamas County Department of Transportation and Development, has recommended to this Board the adoption of an Agreement between the City of Barlow and Clackamas County for the collection and disposal of solid waste in and about the City of Barlow, and the Board being fully advised;

This Board finds that it would be in the best interest of Clackamas County to enter into said Agreement, now therefore

IT IS HEREBY ORDERED that Clackamas County enter into said Agreement, copy of which is to be placed on file in the Clackamas County Office of Financial Administration with this Order Number affixed thereto, with the understanding that said Agreement is subject to all public contracting laws and the Constitution of this State.

DATED this 7th day of January, 1988.

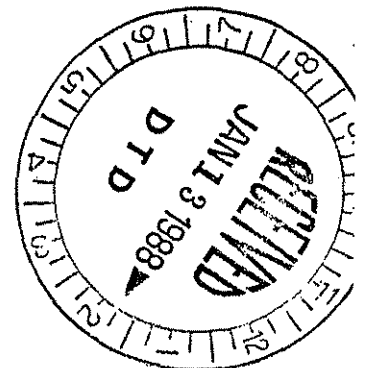
BOARD OF COUNTY COMMISSIONERS

  
Ed Lindquist - Chairman

  
Dale Harlan - Commissioner

  
Darlene Hooley - Commissioner

DTD



*D. Phillips*



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Canby (City) commencing November 1, 2009. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

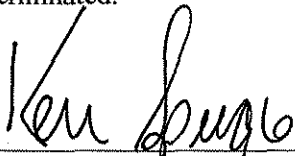
Since 1990 Clackamas County has successfully met the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute the City's appropriation of the monies intended to fund activities relative to the Regional Solid Waste Management Plan to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager  
Community Environment Division

10-15-09

Date



Amanda Klock- Interim City Administrator  
City of Canby

11-04-09

Date



Campbell M. Gilmour  
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Estacada (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.



This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

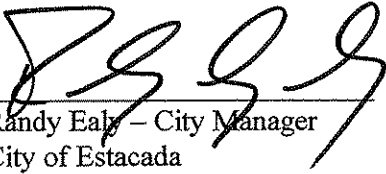
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager  
Community Environment Division, Clackamas County

9-5-08

Date



Randy Ealy – City Manager  
City of Estacada

9-8-08

Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Gladstone (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.


Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.


Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.

  
\_\_\_\_\_  
Ken Spiegle – Manager  
Community Environment Division

7-30-08  
Date

  
\_\_\_\_\_  
Ron Partch – Administrator  
City of Gladstone

Aug 14-08  
Date

## INTERGOVERNMENTAL AGREEMENT

### Between the City of Happy Valley and Clackamas County

This agreement is entered into this 10<sup>th</sup> day of September, 2007, between the City of Happy Valley ("City"), a municipal corporation of the State of Oregon, and Clackamas County ("County"), a political subdivision of the State of Oregon.

WHEREAS, ORS 190.003 TO 190.030 allows for units of local government to enter into agreement for the performance of any or all functions and activities which such units have authority to perform; and

WHEREAS, Clackamas County has adopted a Solid Waste and Waste Management Ordinance on June 10, 1970; and

WHEREAS, Clackamas County has franchised the collection of solid waste and collects certain fees from the collection of such solid waste; and

WHEREAS, the City desires a contractual relationship with the County whereby the County will be responsible for administering Solid Waste Management Services on behalf of the City; and

NOW THEREFORE, Clackamas County and the City of Happy Valley hereby agree to the following:

**A. Effective Date and Termination**

This Agreement shall commence on July 1, 2007 upon execution by both parties and continue until terminated by either party. A party may terminate the Agreement for any reason with 90 day written notice, or upon 30 days written notice for breach of the Agreement, including non-payment of fees appropriately due, provided the breach is not cured during the 30 day period.

**B. The County Shall:**

1. If requested by the City, make appropriate recommendations to City officials regarding acceptable solid waste management practices in the City.
2. Collect the appropriate franchise fees earned from City customers and provide quarterly reports to the City regarding the amount collected.

3. Ensure the franchised solid waste collector(s) serving the citizens of Happy Valley comply with all applicable rules and regulations commensurate with the provision of the service.
4. Review and investigate all rate adjustment requests, make recommendations and bring these requests and recommendations before the Clackamas Solid Waste Commission so that the Clackamas County Solid Waste Commission may make its recommendation to the Clackamas County Board of County Commissioners. Prepare the Annual Waste Reduction Plan and required reports for Metro and the Department of Environmental Quality (DEQ).
5. Perform the tasks associated with meeting the requirements of the Annual Waste Reduction Plan, additional programs required of Metro to meet the requirements of the Regional Solid Waste Management Plan, and any programs required by the DEQ.
6. Prepare applications, administer and report to Metro, the County, and if requested, the City on the results of Metro funded projects.

**C. The City shall:**

1. Collaborate with the County on waste reduction and recycling educational and promotional programs delivered in the community.

**D. Compensation**

The County currently collects a five percent (5%) franchise fee on gross collection revenues (less revenue from the sale of recyclables and from customer payment of disposal from drop box service). Additionally, the County may receive grant money from Metro to perform the requirements of the County's Annual Waste Reduction Plan. The amount of money is predicated on the population being served. From time to time Metro may budget additional moneys to pay directly to local governments based on other metrics.

The County shall retain one-half of the franchise fee collected from solid waste customers within the boundaries of the City of Happy Valley as compensation for performing the services under this agreement. The franchise fee report and the balance of the fees shall be delivered to the City forty-five (45) days past the last day of the quarter in question.

Further, the City shall request Metro send the monies apportioned annually to the City of Happy Valley for carrying out the responsibilities required of the Regional Solid Waste Management Plan directly to the County.

Compensation is subject to review ninety (90) days prior to the end of each fiscal year. The purpose of this review is to determine whether the actual costs being incurred align with the revenue distribution in the agreement.

**E. Attorney Fees**

In the event any party files litigation to enforce this Agreement, or any portion thereof, the prevailing party shall be entitled to reasonable attorney fees and costs, including any fees and costs incurred in an appeal, as determined by the appropriate court.

**F. Amendment**

This Agreement may be amended within its current term or any successive term by the joint agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

**G. Hold Harmless**

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, the City shall hold harmless and indemnify County, its officers, employees, and agents against any and all claims, damages, losses and expenses (including attorney(s) fees and costs), arising out of, or resulting from the County's performance of this Agreement when the loss or claim is attributable to the acts or omissions of the City.

Subject to the limits of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, County shall hold harmless and indemnify City, its officers, employees, and agents against all claims, damages, losses and expenses (including all attorney (s) arising out of or resulting from County's performance of this Agreement when the loss or claim is attributable to the acts and omissions of County.

**H. Severability**

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

CITY of Happy Valley

By: Robert C. Robinson Date: 09/18/07  
Mayor

ATTEST:  
By: Maryellen Walden Date: 9/18/07  
City Recorder

Approved as to Form:  
By: Thomas Spaully Date: 10/17/07  
City Attorney

CLACKAMAS COUNTY

By: [Signature] Date: 2-7-08 C.1  
Chairperson, Clackamas County  
Board of Commissioners

Approved as to Form:  
By: David W. Anderson Date: 2/7/08  
County Counsel

ATTEST:  
By: Mary Ractnke Date: 2-7-08  
Recording Secretary



Campbell M. Gilmour  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

**LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Lake Oswego (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

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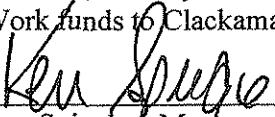
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In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.

  
\_\_\_\_\_  
Ken Spiegle - Manager  
Community Environment Division

7-30-08  
Date

  
\_\_\_\_\_  
Joel Komarek - ~~City Engineer~~ *Project Director*  
City of Lake Oswego

8/1/2008  
Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Milwaukie (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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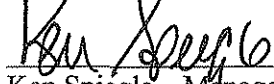
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In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.

  
\_\_\_\_\_  
Ken Spiegler – Manager  
Community Environment Division

7-30-08  
Date

  
\_\_\_\_\_  
JoAnn Herrigel – Community Services Director  
City of Milwaukie

8/1/08  
Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Molalla (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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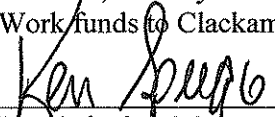
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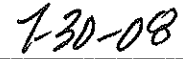
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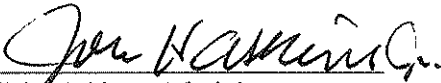
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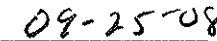
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In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.

  
\_\_\_\_\_  
Ken Spiegle - Manager  
Community Environment Division

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John Atkins - Administrator  
City of Molalla

  
\_\_\_\_\_  
Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the River Cities Environmental Services District (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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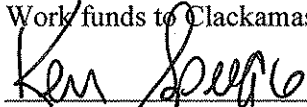
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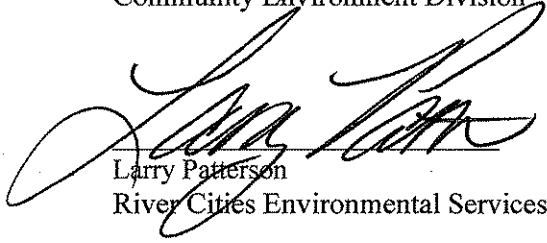
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\_\_\_\_\_  
Ken Spiegle – Manager  
Community Environment Division

7-30-08  
Date

  
\_\_\_\_\_  
Larry Patterson  
River Cities Environmental Services District

9/23/08  
Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

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Ken Spiegle  
Ken Spiegle - Manager  
Community Environment Division

7-30-08  
Date

Scott Lazenby  
Scott Lazenby - City Manager  
City of Sandy

8/1/08  
Date



Campbell M. Gilmour  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## LETTER OF UNDERSTANDING

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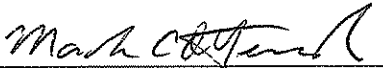
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Ken Spiegle – Manager  
Community Environment Division



Date



Mark C. Ottenad  
City of Wilsonville



Date

**Fiscal Year 2018-19  
Local Government Annual Waste Reduction Work Plan**

**April 24, 2018**

**I. Introduction**

Since 1990, Metro and its local government partners have developed cooperative plans to implement the region's waste prevention and recycling programs. These plans serve as one of the implementation tools for the Regional Solid Waste Management Plan (RSWMP) that provides direction for waste reduction programs for the metropolitan region. The Annual Waste Reduction Work Plan is the primary means by which Metro and local governments plan for waste prevention and recycling programs, projects and activities.

Metro is in the process of developing the region's new Regional Waste Plan. Metro uses a 10-year framework to manage the region's waste and recycling programs and services. In 2018, the Metro Council will adopt a new plan after working extensively with community members, business leaders and government partners to develop a shared vision and strategy to waste less and ensure equity across the system and its services.

In 2015, the Oregon Legislature passed Senate Bill 263 which made several changes to the Opportunity to Recycle Act (ORS 459A) updating waste prevention and recycling requirements and goals that guide state, local and private actions. The revisions to ORS 459A result in increased requirements for larger cities and those jurisdictions within the Metro region. In addition, new waste prevention program elements have been added to the requirements.

**The 2018-19 plan template has been revised to include the transition to new state requirements. Beginning in fiscal year 2019-20, the Annual Waste Reduction Work Plan will be fully revised to reflect new Regional Waste Plan requirements.**

**II. Plan Structure & Format**

**Maintenance of Existing Programs.** The funding assistance provided to local jurisdictions for this work is allocated on a per capita basis. Each jurisdiction receives an allocation based upon its percent of the region's total population and its level of compliance with state and regional requirements.

The objectives are to maintain and increase recovery through support of existing and new local government recycling programs; support and expand waste prevention and reuse initiatives; provide an incentive for local governments to participate in regional waste reduction planning activities; and continue to ensure compliance with the RSWMP and state requirements for recycling, waste prevention and reuse programs.

Local governments submit an overview of existing recycling, waste prevention and reuse programs in place; detailing the outreach, education and collection programs currently implemented and the efforts they will engage in to maintain and expand these programs. This will provide a comprehensive regional picture of existing programs in place as well as demonstrate compliance with the RSWMP and state law.

**Recycle at Work** is designed to address the individual needs, barriers and the particular circumstances affecting the business sector with regard to waste prevention, recycling and toxics reduction. Funding assistance is provided to local jurisdictions specifically for the Recycle at Work program and allocated based on the number of employees per jurisdiction derived from data supplied by the State of Oregon Employment Department. The Recycle at Work program provides waste prevention and recycling technical assistance to businesses in the region. In order to qualify for funding, local jurisdictions must:

1. Hire individuals as staff or contractors who work in the jurisdiction's offices or external contractors whose primary responsibilities and duties are to provide technical assistance and Business Recycling Requirement compliance services to businesses.
2. Develop a Local Outreach Plan that identifies the jurisdiction's strategy for targeting and recruiting businesses for Recycle at Work assistance, located in work plan template under Recycle at Work: Annual Local Outreach Plan. The plan must also include a focus on assisting the jurisdiction's government facilities and ensuring that each facility is in compliance with Business Recycling Requirement.
3. Maintain a compliance program for the Business Recycling Requirement consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10 and provide a written description of the compliance program to Metro.

### **III. Required Compliance with the Regional Solid Waste Management Plan and State Law**

All local jurisdictions are required to comply with the provisions set forth in the RSWMP and to satisfactorily demonstrate compliance. These provisions include the Regional Service Standard and the Business Recycling Requirement.

Local jurisdictions must also demonstrate compliance with state law (OAR 340-090-0040 and ORS 459A). Metro has been designated by the State as the reporting agency for Clackamas, Multnomah and Washington Counties in their entirety and local jurisdictions shall provide data to Metro to assist with this annual reporting responsibility.

Metro will review Annual Reports for compliance with both the RSWMP and state law. Local jurisdictions that are out of compliance with the RSWMP and/or state law are not eligible for associated program funding assistance from Metro.

### **IV. Monitoring and Evaluation**

Annual reports documenting efforts completed by local governments during FY 2018-19 must be submitted to Metro no later than August 1, 2019. Annual reports combined with the annual Department of Environmental Quality Material Recovery Survey Report, are used to assess progress.

**In order to receive funding through this program, completed plans must be submitted to Metro no later than June 1, 2018.**

**FY 2018-19**  
**LOCAL GOVERNMENT ANNUAL WASTE REDUCTION WORK PLAN TEMPLATE**

Jurisdiction: Clackamas County Contact: Eben Polk

*Submitted May 31, 2018*

**1. Program Overview Narrative**

*Instruction: Provide a narrative overview of programs, services and focus areas for FY 2018-19 below.*

Clackamas County Program Overview Narrative

Clackamas County provides waste prevention, recycling and reuse education for the unincorporated areas of the County, and by agreement for the cities of Barlow, Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn and Wilsonville. The County provides the same services informally to residents and businesses in Rivergrove and Johnson City.

Clackamas County’s program serves approximately 413,000 residents, as detailed in the table below (Source: Portland State University 2017 Oregon Population Report).

Jurisdiction	2017 Estimated Population in Clackamas County
<b>Barlow</b>	135
<b>Canby</b>	16,660
<b>Estacada</b>	3,280
<b>Gladstone</b>	11,840
<b>Happy Valley</b>	19,985
<b>Johnson City</b>	565
<b>Lake Oswego (part)*</b>	34,920
<b>Milwaukie</b>	20,550
<b>Molalla</b>	9,610
<b>Oregon City</b>	34,610
<b>Portland (part)*</b>	770
<b>Rivergrove (part)*</b>	464
<b>Sandy</b>	10,855
<b>Tualatin (part)*</b>	2,911
<b>West Linn</b>	25,695
<b>Wilsonville (part)*</b>	21,835
<b>Unincorporated Clackamas County</b>	198,315
<b>TOTAL</b>	<b>413,000</b>

\*City is located and has population in more than one county.

Entering FY 18-19, Clackamas County's Resource Conservation & Solid Waste program will be renamed the Sustainability & Solid Waste (S&SW) Program with the new fiscal year. The program has 11.38 budgeted FTE spread across 13 positions including an Americorps member. At least four vacancies will be filled in the next fiscal year (3 regular staff and the Americorps). The S&SW program is part of the County's Department of Transportation & Development (DTD). The program oversees activities that promote recycling, waste reduction and reuse, and fulfill obligations under the Regional Solid Waste Management Plan and Opportunity to Recycle Act on behalf of the County and by agreement, its cities. The program also administers the County's integrated solid waste collection system in the unincorporated areas of the County and for the Cities of Barlow and Happy Valley, and consults with cities occasionally on their franchise administration. This includes regulatory oversight and solid waste collection planning for eight franchised garbage and recycling collection companies operating twenty-two (22) franchises, and one County-owned transfer station. The S&SW program oversees the County's solid waste code, licenses independent recyclers, conducts annual reviews of solid waste fees, participates in regional solid waste planning activities, and represents the County in matters involving materials management policy and facilities, with DEQ and Metro. It also funds solid waste-related code enforcement and contributes to the Dump Stoppers program to clean up and enforce on illegal dumping in public forestlands.

Staff specialists in waste prevention and recycling education and technical assistance implement the Annual Waste Reduction Plan, reaching the community and solid waste generators broadly, residents in single- and multi-family housing, businesses, government agencies, schools and other organizations. Other staff members focus on franchise administration, solid waste planning, program management, administrative assistance, and other activities directed by DTD or the County. In the coming fiscal year the program will hire a staff person to serve partly in a sustainability coordinator role for county operations, and partly in disaster preparedness, such as disaster debris planning and franchisee preparedness. We are also converting our limited-term position focused on food program development to a regular position that will also conduct design review on enclosures.

In addition our program has been awarded an AmeriCorps member for FY 18-19, whose work will be focused on food waste education in schools and the community at large, and multifamily assistance, particularly in low income communities.

Staff responsibilities are generally organized as follows:

- 1 Analyst: Community / residential outreach, volunteer coordination (1 FTE)
- 1 Analyst: School education (0.85 FTE, funded by County and Collectors)
- 1 Analyst: Multifamily assistance (0.6 FTE), residential/community (0.4 FTE)
- 1 Analyst: Commercial assistance including food (1 FTE)
- 1 Part-time Analyst: Commercial assistance including food (0.48 FTE)
- 1 Analyst: Commercial food donation & prevention; enclosure design review (1 FTE) - VACANT
- 1 Analyst: Disaster preparedness and sustainability coordination (1 FTE) - VACANT
- 1 Sr. Analyst: Commercial assistance & coordination (0.9 FTE), other duties (0.1 FTE)
- 1 Sr. Analyst: Solid waste planning and franchise administration (1 FTE)

- 1 Administrative Assistant (1 FTE) - VACANT
- 1 Seasonal Event Recycling Assistant (0.3 FTE)
- 1 Americorps member: schools food waste education & multifamily (0.75 FTE)
- 1 Supervisor (1 FTE)
- 1 Division Manager (0.125 FTE)

### **Customer Service**

Residents, employees, and the public have access to customer service and resources through a dedicated phone line (503-557-6363), emails ([wasteinfo@clackamas.us](mailto:wasteinfo@clackamas.us) and [sustainability@clackamas.us](mailto:sustainability@clackamas.us)), and website ([www.clackamas.us/recycling](http://www.clackamas.us/recycling)). Contact information is included online, in phone directories, on educational materials, newsletters and other publications, in chamber directories and on our webpage. We track commercial technical assistance with a Salesforce CRM database, multifamily assistance with an Access database, and schools assistance with Excel. We also continue to research other options for tracking customer inquiries. Web pages are provided for residential, business, and multifamily audiences, with local information and resources, as well as links to relevant regional and state resources. A substantial reorganization of our web pages is underway, and these pages will continue to be updated. We also intend to continue exploring expanded use of 3<sup>rd</sup> party tools to promote mobile access to service and to notifications for service, promote waste prevention and to direct residents to regional and local resources.

### **Customer Diversity**

Geographically and culturally, Clackamas County is a microcosm of Oregon: rural, suburban, and urban communities, farmland, and significant public and privately owned forestland. Demographically, Clackamas County has a slightly higher percentage of residents over age 65 (16%) compared to the rest of the Metro region. Cultural and ethnic diversity in the county is growing. Residents identifying as Hispanic or Latino constituted 8.4% of the population in 2016, up from 7.3% in 2010. An estimated 27% of students in public schools (K-12) are minorities. The County's residents, by race, are 89% white, 4.1% Asian, 0.9% black, 0.7% American Indian, 0.3% Hawaiian / Pacific Islander, 1.7% other, and 3.4% are of two or more races.

This plan includes continued steps to promote access to services and reach under-served residents and businesses in multiple languages and culturally relevant ways. Our most frequently-provided printed item, our guide for recycling at home and work, is available in Spanish, Russian, Chinese [Mandarin], and Vietnamese. Two staff are fluent in Spanish. Our depot list that summarizes what materials can be recycled or responsibly disposed via drop-off by customers is also available in Spanish.

### **Program Requirements**

Clackamas County's programs comply with the requirements of the Regional Solid Waste Management Plan and state program elements for waste prevention and recycling programs contained in OAR 340-090-0030-45 and ORS 459A. The County and its cities also all comply with the Regional Service Standard.

### **Programmatic Highlights by Customer Segment**

#### **Community & Residents**



The RC&SW program publishes pages focused on waste reduction and recycling in the quarterly county newsletter, Citizen News. In FY 18-19, ten (10) pages are planned to be published in three issues. It is delivered to all residential and business mail recipients in the county, approximately 175,000 addresses. In FY 18-19, we will again pursue a complementary a paper and electronic 'insert' in garbage bills to reach customers in a second format.

Recycling guides (now available in English, Spanish, Chinese [Mandarin], Vietnamese, and Russian) are made available to collection companies to distribute to customers where collectors identify improper recycling.

We host an education and outreach tent at the five-day Clackamas County Fair in August. Topics typically include food waste reduction, reusing materials rather than buying new and continuing to educate about curbside and non-curbside recycling. We will partner with Metro to include Healthy Homes information and Clackamas River Water Providers to provide water conservation information.

Throughout the year, we will provide similar education and customized displays at other community events, such as the Spring Garden Fair, farmers markets and wellness fairs and at presentations, upon request. Some events will be supported by Master Recyclers. Popular topics include the reduction of food waste, recycling 'Yes and Nos', green cleaners, backyard composting and natural gardening.

In the last year work with Master Recyclers and event-based outreach, have taken greater advantage of the increased resources and messaging for food waste prevention including the Eat Smart Waste Less resources and outreach shared with Gresham, Beaverton, and Washington County, and film screenings.

In the coming year we will continue developing or building on recent or new initiatives. In an effort to improve participation and material quality for curbside recycling, we will build on lessons learned from our 17-18 cart-tagging project that covered 3,500 homes among three franchised collectors, working towards re-integrating household-level feedback on a broader, more sustained basis. We have launched a project studying libraries of things / tool libraries with the Clackamas County Library Network, with the intent to pilot one or two such libraries. We will continue building new opportunities for Repair Fairs as part of the effort to develop a culture of repair and reuse.

### **Construction & Demolition**

In the last two years we proposed, supported, and saw adopted statewide amendments to residential and commercial building codes that would more easily allow lumber from deconstruction to be reused in construction without additional inspection or special permission from a local building official. We subsequently developed a survey for building officials to learn more about demolition permit processes and where applicable, deconstruction processes. Once results are in hand we will summarize, share, and proceed with identifying options for Clackamas County to encourage deconstruction through its permit processes. We will also continue to improve the degree to which our colleagues in Building Codes and our permits lobby help raise awareness about asbestos disposal.

## **Toxics Reduction**

New for the county this year we will be proactively advertising and scheduling workshops in the community on green cleaners, and will explore creating a complementary presentation in Spanish.

## **Other**

Clackamas County will continue its robust engagement with schools for waste reduction and recycling, offering services including but not limited to waste reduction packets, presentations, technical assistance, mini-grants, and Oregon Green Schools certification among others. In 17-18 we developed a pilot to provide milk dispensers and reusable cups for two Canby schools, which will be expanded upon and lifecycle benefits will be studied in partnership with DEQ.

Commercial food waste outreach will continue in the stepped-up manner begun in 17-18. We continue developing efforts in waste prevention technical assistance, enrollment in food scrap collection, and supporting the development of the proposed food scrap collection mandate. We will also continue researching a pilot project to support additional donation for food types or with food partners that are not typically reached with the existing food donation system based in Portland.

Event recycling technical assistance will also continue. In 14-15, the program was refocused and revised.

## **2. Recycle at Work Program Overview Narrative**

*Instruction: Provide a narrative that demonstrates the following:*

- *Local jurisdiction has hired staff or contractors whose primary responsibilities and duties are to provide technical assistance and Business Recycling Requirement compliance services to businesses.*
- *Jurisdiction's strategy for targeting and recruiting businesses for Recycle at Work assistance.*
- *Description of the compliance program for the Business Recycling Requirement consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10.*

Business technical assistance and Business Recycling Requirement compliance, referred to here as the Recycle at Work program, is implemented through the Sustainability & Solid Waste Program. The program, supported in part through regional RAW funding, provides technical assistance to businesses on waste prevention, recycling and toxics reduction, and has integrated commercial food waste technical assistance over the last two years. We heavily emphasize food waste issues in our targeting of businesses to assist, and continue to integrate food waste assistance and skills within the team assigned to the commercial sector, observing that for many businesses, food waste is not a separate issue, it is part of their wholistic efforts to reduce waste and adopt more sustainable practices. In FY 18-19 the program is budgeted to be staffed at 2.4 FTE, not including an additional staff person who will be focused on food program development and whose work, when assisting businesses, may also qualify within this area. These 2.4 FTE (3 staffers) will continue providing onsite technical assistance in the adoption of waste reduction

and sustainability practices and Business Recycling Requirement compliance services to businesses.

Our strategy to target and recruit businesses for technical assistance is multi-faceted: We track assistance by city to ensure a fair share of our effort is directed to each community. We generate leads through new businesses licenses reported by cities, new customer lists from franchised collectors, cold calls, visits to local chamber meetings, outreach to community partners, and advertisements in print publications such as the county's newsletter, Green Living Journal, and city newsletters when available. We also advertise and recruit for participation in our green business certification program, Leaders in Sustainability. We feature certain businesses that are models for others in written publications and occasionally in a video.

Clackamas County's Sustainability Analysts will continue to support regional outreach campaigns that entail the commercial sector and utilize the tools and resources developed by the regional CWG work group. Staff will attend specialist roundtables and participate in any training activities developed.

We use our database and the County's performance measurement program called Performance Clackamas to track consultations, BRR compliance, and the adoption of new practices in several areas (waste reduction, energy or water conservation, or food waste).

Compliance with Business Recycling Requirements (BRR) ultimately rests with the local jurisdiction in which a business's address falls. Clackamas County Resource Conservation & Solid Waste supports business compliance in unincorporated Clackamas and participating incorporated cities by providing technical assistance and notification to businesses we encounter that do not meet the requirement. Such businesses, and new businesses in the community, receive a letter outlining their requirements under BRR. Businesses that are not recycling according to a local government's requirement and do not accept assistance may be referred to the city or county's code compliance program. For unincorporated Clackamas County, the county code Title 10, 10.03.145 Business Recycling Requirement allows for enforcement actions as a Priority 1 Violation.

### **3. Budget Information**

*Instruction: Provide overall solid waste and recycling budget below.*

Budget Summary

	FY 15-16 Actual	FY 16-17 Actual	FY 17-18 Amended Budget	FY 17-18 Projected Year End	FY 18-19 Proposed Budget	Chg from Prior Yr Budget	% Chg from Prior Yr Budget
<b>Beginning Balance</b>	<b>655,067</b>	<b>984,818</b>	<b>1,455,492</b>	<b>1,455,492</b>	<b>1,232,007</b>	<b>(223,485)</b>	<b>-15.35%</b>
Licenses & Permits	1,493,566	1,524,574	1,464,000	1,557,000	1,560,000	96,000	6.56%
Federal Grants & Revenues	1,036	-	-	-	-	-	0%
State Grants & Revenues	-	19,767	-	16,233	-	-	0%
Local Government & Other Agencies	305,042	418,847	428,500	420,981	423,500	(5,000)	-1.17%
Charges for Service	-	102,855	-	(1,320)	-	-	0%
Fines & Penalties	29,727	9,001	10,000	2,500	10,000	-	0%
Miscellaneous Revenue	47,814	80,592	32,000	44,544	43,500	11,500	35.94%
<b>Operating Revenue</b>	<b>1,877,185</b>	<b>2,155,636</b>	<b>1,934,500</b>	<b>2,039,938</b>	<b>2,037,000</b>	<b>102,500</b>	<b>5.30%</b>
<b>Total Rev - Including Beginning Bal</b>	<b>2,532,252</b>	<b>3,140,454</b>	<b>3,389,992</b>	<b>3,495,430</b>	<b>3,269,007</b>	<b>(120,985)</b>	<b>-3.57%</b>
Personnel Services	803,559	934,897	1,007,973	994,888	1,183,215	175,242	17.39%
Materials & Services	498,635	523,763	720,006	721,018	770,048	50,042	6.95%
Indirect Costs	76,519	37,376	44,519	44,519	41,309	(3,210)	-7.21%
Cost Allocation Charges	120,959	122,941	125,765	125,765	132,395	6,630	5.27%
Capital Outlay	5,900	33,738	91,000	286,000	50,000	(41,000)	-45.05%
<b>Operating Expenditure</b>	<b>1,505,572</b>	<b>1,652,715</b>	<b>1,989,263</b>	<b>2,172,190</b>	<b>2,176,967</b>	<b>187,704</b>	<b>9.44%</b>
Special Payments	41,862	32,247	-	16,233	-	-	0%
Interfund Transfers *	-	-	75,000	75,000	75,000	-	0%
Reserve for Future Expenditures	-	-	405,522	-	698,998	293,476	72.37%
Contingency	-	-	920,207	-	318,042	(602,165)	-65.44%
<b>Total Exp - Including Special Categories</b>	<b>1,547,434</b>	<b>1,684,962</b>	<b>3,389,992</b>	<b>2,263,423</b>	<b>3,269,007</b>	<b>(120,985)</b>	<b>-3.57%</b>
General Fund Support (if applicable)	-	-	-	-	-	-	0%

4. Annual Work Plan Task Tables

Instruction: Complete the following:

**Table 1. Maintenance of Existing Programs, Recycle at Work.**

**Table 2. Regional Service Standard Table for your jurisdiction and cooperative members.**

**Table 3. Demonstration of Compliance with ORS 459A.007 (1) and (2)\*.**

\*Table 3 will be customized to each local jurisdiction and will be sent under separate cover.

**Table 1: Maintenance of Existing Programs and Recycle at Work**

(Add additional table rows as needed)

<b>A. Single-family Residential Recycling</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Educate residents about recycling at home.</p> <ul style="list-style-type: none"> <li>a) Promote proper recycling at outreach opportunities.</li> <li>b) Keep the county’s Recycle Guide up-to-date, relevant, and accessible to multiple populations.</li> <li>c) Provide specialized education on recycling contaminants, including materials identified in the Contamination Reduction Education Plan (CREP).</li> <li>d) Develop a sustainable methodology for residential cart-tagging.</li> <li>e) Provide direct feedback to single-family households on their recycling via cart tags.</li> <li>f) Coordinate with regional partners on outreach.</li> </ul>	<ul style="list-style-type: none"> <li>• 1 article in #ClackCo Quarterly about the recycling system and/or relevant recycling news.</li> <li>• 2 Recycle Guides in #ClackCo Quarterly.</li> <li>• 4 city/community newsletters provided recycling information to include in their own publications.</li> <li>• 1 Bill Insert providing recycling information distributed to all garbage and recycling customers.</li> <li>• 4 or more Facebook, Twitter, or Nextdoor posts about recycling contamination and/or proper recycling.</li> <li>• 500 up-to-date Recycle Guides distributed.</li> <li>• Recycle Guide available in 5 languages online.</li> <li>• 1,000 or more households receive cart tags.</li> <li>• Plan developed to implement residential cart tagging throughout the county on a schedule.</li> </ul>
<p>2) Educate residents about recycling at depots and other non-curbside locations.</p> <ul style="list-style-type: none"> <li>a) Keep the county’s Depot List of where to recycle or dispose of non-curbside materials up-to-date and relevant. Includes, among other things, appliances, batteries, HHW, lamps, Styrofoam, tires, etc.</li> <li>b) Encourage participation in product stewardship programs. (ex: Paint Care, Bottle Drop, Oregon E-Cycles, etc.)</li> <li>c) Investigate compliance among electronics retailers on educating the public about the Oregon E-Cycles program.</li> </ul>	<ul style="list-style-type: none"> <li>• 1 or more Depot Lists in #ClackCo Quarterly.</li> <li>• 500 up-to-date Depot Lists distributed.</li> <li>• 1 article on Bottle Drop bottle wash initiative featured in #ClackCo Quarterly.</li> <li>• 1 ad on Paint Care in #ClackCo Quarterly.</li> <li>• 1 ad on Oregon E-Cycles in #ClackCo Quarterly.</li> <li>• 1 or more Facebook, Twitter, or Nextdoor posts about the</li> </ul>

	<p>redemption of deposit containers.</p> <ul style="list-style-type: none"> <li>• Interview a number of local and chain electronics retailers on how/if they are incorporating Oregon E-Cycles information at point-of-sale.</li> </ul>
<p>3) Educate residents about home and backyard composting, and curbside composting.</p> <p>a) Provide publications and/or display materials at community events and upon request.</p> <p>b) Promote other local groups providing education on composting and use of compost. (ex: Oregon State Extension Services, Master Gardeners, etc.)</p> <p>c) Where service is available, promote curbside composting.</p>	<ul style="list-style-type: none"> <li>• 1 or more Facebook, Twitter, or Nextdoor posts about compost.</li> <li>• 1 or more links to composting resources on our website.</li> <li>• Research possibility of selling discounted Metro compost bins at a more convenient location for Clackamas County residents.</li> <li>• Partner with master recyclers and communities that have curbside composting to further develop educational materials.</li> </ul>

<b>B. Single-family Residential Waste Prevention &amp; Reuse</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Raise awareness around the issue of wasted food.</p> <p>a) Partner with other local jurisdictions on the Eat Smart, Waste Less Challenge (ESWLC).</p> <p>b) Partner with Farmers Markets to test new outreach strategies for educating the public about wasted food.</p> <p>c) Partner with OSU Extension to offer a hands-on class on ways to waste less food.</p> <p>d) Promote programs/organizations that support alternatives to wasted food. (ex: OSU Extension’s Family Food Education Program, Gleaners of Clackamas County, etc.)</p>	<ul style="list-style-type: none"> <li>• 10 community events will include the Reduce Wasted Food kit with ESWLC materials.</li> <li>• 1 ad promoting ESWL will be featured in #ClackCo Quarterly.</li> <li>• 1 or more Facebook or Twitter posts about wasting less food.</li> <li>• 3 or more ESWL presentations.</li> <li>• 100 ESWLC pledges to reduce wasted food at home.</li> <li>• 3 Farmers Markets are testing a new outreach tool.</li> <li>• 2 links to food preservation and rescue resources will be provided on our website and/or provided in relevant flyers as part of the Reduce Wasted Food kit.</li> </ul>
<p>2) Promote the reduction of waste through reuse.</p> <p>a) Keep the Reuse flyer, which lists local and regional reuse-centered businesses, up-to-date and relevant.</p> <p>b) Lead and/or support Repair Fairs throughout the county.</p> <p>c) Work with county partners to establish a Library of Things.</p>	<ul style="list-style-type: none"> <li>• 1 or more Facebook, Twitter, or Nextdoor posts about opportunities and resources to reduce waste and encourage reuse.</li> </ul>

	<ul style="list-style-type: none"> <li>• 1 article in #ClackCo Quarterly promoting reuse.</li> <li>• 3 Repair Fairs.</li> <li>• 1 or more Library of Things open.</li> </ul>
<p>3) Support Master Recycler volunteers and the regional Master Recycler program.</p> <p>a) Promote the Master Recycler course.</p> <p>b) Provide opportunities for community outreach and payback hours.</p> <p>c) Support Master Recyclers in their own, self-directed community outreach efforts.</p> <p>d) Provide continued education opportunities.</p>	<ul style="list-style-type: none"> <li>• 1 ad in #ClackCo Quarterly, Facebook, Twitter, Nextdoor, e-newsletters, website, 4 city/community newsletters promoting the Master Recycler course.</li> <li>• 1 Master Recycler course hosted in county each year.</li> <li>• 4 staff presentations given during the Master Recycler course.</li> <li>• 10 or more volunteer opportunities arranged/offered to Master Recyclers for fulfillment of their payback hours.</li> <li>• 3 or more tabling topics available for Master Recyclers to check-out.</li> <li>• 3 or more presentations topics available to Master Recyclers.</li> <li>• 1 refresher event.</li> <li>• 1 volunteer appreciation event.</li> <li>• Explore other ways to show our appreciation to active Master Recyclers (rewards/recognition program, etc).</li> </ul>

**C. Multifamily Residential Recycling**

Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Promote recycling outreach and education to property managers and residents at multifamily communities.</p> <p>a) Educate property managers and residents through direct outreach, e-newsletters, events, flyers, magnets, mass mailings, and our website about recycling, including, but not limited to, curbside recycling, e-cycles, recycling depots, etc.</p> <p>b) Offer presentations, door-to-door outreach, and tabling at events to promote recycling right to multifamily residents.</p> <p>c) Explore the possibility of a rating system for multifamily communities based on a number of factors that could indicate their use of waste reduction and recycling best practices.</p>	<ul style="list-style-type: none"> <li>• 120 communities receive recycling information (e.g. flyers, e-newsletter, signs, bags, etc.)</li> <li>• 250+ property managers and staff receive the quarterly e-newsletter containing recycling hints, tips, and best practices.</li> <li>• 1 mass mailing sent to property owners/managers to promote recycling outreach and education at multifamily communities.</li> </ul>

	<ul style="list-style-type: none"> <li>• 15 communities distribute plastic film flyers to residents.</li> <li>• 750 reusable recycling bags are distributed to property managers for residents.</li> <li>• 20 multifamily communities receive presentations, door-to-door outreach, tabling or other interactive activity about recycling right.</li> <li>• Create and provide magnets to promote recycling right.</li> <li>• A draft rating system is created.</li> </ul>
<p>2) Provide technical assistance to multifamily communities.</p> <ol style="list-style-type: none"> <li>a) Offer assistance to communities that have not received assistance in the past two years.</li> <li>b) Target outreach to communities with missing service streams.</li> <li>c) Provide on-site assistance, as requested/needed.</li> </ol>	<ul style="list-style-type: none"> <li>• 50+ communities that have not received assistance in the past two years receive resources and/or assistance.</li> <li>• 60 remaining communities listed as missing a stream have their service levels verified and adjusted, if needed.</li> <li>• Update database capabilities to export service level data.</li> </ul>
<p>3) Reach out to property management companies, especially those located in Clackamas County, to offer waste reduction and recycling outreach and assistance in a top-down approach.</p>	<ul style="list-style-type: none"> <li>• Present to at least one (1) property management company's property manager meeting.</li> </ul>
<p>4) Track assistance to low-income communities to ensure, at least, equitable assistance.</p> <ol style="list-style-type: none"> <li>a) Identify low-income communities as identified in the State of Oregon's "Affordable Housing Inventory in Oregon" database.</li> <li>b) Update the Multifamily Database to indicate current inventory of low-income communities.</li> <li>c) Target outreach to low-income communities through partnerships, cold calls, and mailings.</li> </ol>	<ul style="list-style-type: none"> <li>• Equitable outreach to low-income communities.</li> <li>• The eight (8) known low-income communities with missing service for one or more recycling streams will be remedied.</li> </ul>
<p>5) Recruit and train an AmeriCorps member to collaborate with, and deliver recycling resources and services to low-income communities, including those associated with Northwest Housing Alternatives and Housing Authority of Clackamas County.</p> <ol style="list-style-type: none"> <li>a) Analyze existing service levels to identify communities that could benefit from increased service.</li> <li>b) Identify communities that could benefit from changes to infrastructure/equipment (better signage, repositioning of bins, etc.).</li> <li>c) Provide outreach to communities with adequate access – meet with property managers and/or resident service coordinators to develop strategies.</li> </ol>	<ul style="list-style-type: none"> <li>• AmeriCorps Member will be hired, onboarded, and empowered to work with target communities.</li> <li>• AmeriCorps Member will work with the 14 target communities to provide recycling support.</li> <li>• AmeriCorps Member will work with at least 10 additional low-income communities that are missing a recycling stream, haven't been outreached to in the last five years, or both.</li> </ul>



**D. Multifamily Residential Waste Prevention & Reuse**

Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Promote waste prevention, reuse, and repair to property managers and residents at multifamily communities.</p> <p>a) Educate property managers and residents through direct outreach, newsletters, events, mass mailings, and our website about waste prevention, including, but not limited to, information on junk mail reduction and wasted food prevention (Eat Smart, Waste Less), donation, reuse, repair, etc.</p> <p>b) Offer presentations, tabling at events, and movie screenings to promote waste reduction and reuse to multifamily residents.</p> <p>c) Notify property managers and provide flyers about upcoming Repair Fairs in their neighborhood.</p> <p>d) Explore the possibility of a rating system for multifamily communities based on a number of factors that could indicate their use of waste reduction and recycling best practices.</p>	<ul style="list-style-type: none"> <li>● 120 communities receive waste prevention information (e.g. flyers, junk mail kit, food waste reduction, e-newsletter, etc.).</li> <li>● 250+ multifamily property managers and staff receive quarterly e-newsletter that includes information about waste reduction (e.g. bulky waste donation, reuse, Energy Trust of Oregon, MetroPaint, etc.).</li> <li>● 1 mass mailing sent to property owners/managers to promote recycling outreach and education at multifamily communities.</li> <li>● 12 multifamily communities receive presentations, movie screenings, tabling, or other interactive event on waste prevention, reuse, and repair.</li> <li>● Communities are made aware of upcoming Repair Fairs near them.</li> <li>● A draft rating system is created.</li> </ul>
<p>2) Promote waste reduction technical assistance program to multifamily property managers.</p> <p>a) Explore community reuse through share tables, magazine exchanges, book libraries, “For Free/Sale” bulletin boards, etc.</p> <p>b) Encourage property managers to call donation agencies to collect bulky waste if items are in good, working condition.</p> <p>c) Raise awareness among property managers that they should call their collector for pick-up of bulky waste items for disposal.</p> <p>d) Develop baseline information about how properties deal with bulky waste items.</p>	<ul style="list-style-type: none"> <li>● Reuse efforts are tracked in the multifamily database to identify efforts already taking place.</li> <li>● Property managers at 10 communities are referred or encouraged to call reuse organizations for bulky waste donation.</li> <li>● Work with at least one (1) community to test bulky waste best practices.</li> </ul>
<p>3) Reach out to property management companies, especially those located in Clackamas County, to offer waste reduction and recycling outreach and assistance in a top-down approach.</p>	<ul style="list-style-type: none"> <li>● Present to at least one (1) property management company’s property manager meeting.</li> </ul>
<p>4) Recruit and train an AmeriCorps member to collaborate with, and deliver waste reduction resources and services to low-income communities, including those associated with Northwest Housing Alternatives and Housing Authority of Clackamas County.</p>	<ul style="list-style-type: none"> <li>● 10 communities receive information on waste reduction.</li> </ul>

<p>a) Work with property managers and/or resident service coordinators to educate and promote waste reduction among residents.</p> <p>b) Provide on-site workshops for residents to encourage waste reduction, including wasted food prevention through Eat Smart, Waste Less, toxics reduction through green cleaner use, etc.</p> <p>c) Explore community reuse through share tables, magazine exchanges, book libraries, “For Free/Sale” bulletin boards, etc.</p>	<ul style="list-style-type: none"> <li>• 5 communities receive hands-on workshops for residents promoting waste reduction.</li> <li>• Reuse efforts are tracked in the multifamily database to identify efforts already taking place.</li> </ul>
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<b>E. Construction &amp; Demolition Recycling</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p>1) Distribute Metro Construction Salvage &amp; Recycling toolkits, when available at DTD lobby counter, local libraries, jurisdictions and relevant community events.</p>	<ul style="list-style-type: none"> <li>• Supply 400 toolkits and carpenter’s pencils in DTD lobby resource area. Regularly stock.</li> <li>• Supply local libraries and local jurisdictions within Clackamas County with 150 Toolkits, restock at request.</li> </ul>
<p>2) Explore opportunities to repurpose DTD lobby screens to convey information and advisories about deconstruction, salvage, reuse, and recycling (e.g. asbestos, paint care, Habitat ReStores, etc.).</p>	<ul style="list-style-type: none"> <li>• Content developed for inclusion on DTD permit lobby screens.</li> </ul>

<b>F. Construction &amp; Demolition Waste Prevention &amp; Reuse</b>	
Activity Description	Indicator of Success/ Measurement Metrics
1) Continue to promote local businesses that accept and/or sell salvaged construction and demolition materials, building materials.	<ul style="list-style-type: none"> <li>• Feature one ad about local reuse stores and/or one ad about Metro Paint in Citizen News.</li> <li>• Supply 50 each of Metro Healthy Home Improvement cards, Metro Paint, Canby Habitat ReStore and Rebuilding Center brochures in the DTD lobby, and at relevant events.</li> </ul>
2) Work with Building Codes staff issuing permits to provide information about asbestos and Metro and DEQ requirements and new rules. Increase visibility of asbestos-related information in our permit lobby.	<ul style="list-style-type: none"> <li>• Permit customers are provided information about these requirements through our website and the DTD lobby, and information also made available for distribution through cities' permit processes.</li> </ul>
3) Analyze the survey completed of other jurisdictions issuing building permits; summarize the processes and policies used by jurisdictions for building removal (and hazard mitigation) to explore potential for more consistent use of deconstruction and recovery of materials.	<ul style="list-style-type: none"> <li>• Results of a survey will be made available to building code officials, summarizing the variety of approaches and policies surrounding building removal and promotion of deconstruction.</li> <li>• Explore creating a new internal process.</li> <li>• Explore the potential for creating a new demo/decon policy for the County.</li> </ul>
4) Inventory properties potentially subject to removal in buildout of the County's transportation capital improvement plan to identify opportunities for deconstruction.	<ul style="list-style-type: none"> <li>• A summary is developed of any such properties through discussion with Transportation Engineering and Transportation Planning staff.</li> </ul>

<b>G. Toxicity Reduction</b>	
Activity Description	Indicator of Success/ Measurement Metrics
1) Educate residents about the hazards of toxics, alternatives, and proper disposal. <ol style="list-style-type: none"> <li>a) Provide information about Household Hazardous Waste and proper disposal.</li> </ol>	<ul style="list-style-type: none"> <li>• 1 ad or article in #ClackCo Quarterly OR in a bill insert.</li> <li>• 4 or more tabling events promoting the use of green</li> </ul>

<ul style="list-style-type: none"> <li>b) Promote the use of green cleaners.</li> <li>c) Promote the Metro Hazardous Waste Facilities for safe disposal of unwanted hazardous waste.</li> <li>d) Promote safe disposal of unwanted medication and medical sharps.</li> </ul>	<p>cleaners, HHW, sharps, and unwanted medication.</p> <ul style="list-style-type: none"> <li>• Partner with sheriff's office, WES, and public health to develop a joint flyer for disposal of unwanted medication.</li> <li>• 4 green cleaner presentations.</li> <li>• 300 Green cleaner booklets distributed.</li> <li>• 1 or more Facebook or Twitter posts promoting the use of green cleaners and/or the proper disposal of toxics.</li> <li>• Information on Metro South's Hazardous Waste Facility included on our Recycle Depot list and website.</li> <li>• 150 Healthy and Safe Metro coupon booklets distributed.</li> <li>• Information on Drug Take Back boxes included on our Recycle Depot list and website.</li> <li>• 50 Clackamas River Water Providers "How to Properly Dispose of Unwanted Medication" brochures distributed at community events.</li> <li>• 50 Metro "Safe Disposal of Medical Syringes" distributed at community events.</li> </ul>
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<b>H. Other</b>	
Activity Description	Indicator of Success/ Measurement Metrics
<p><b>1. Oregon Green Schools</b> Support the OGS program within schools. Provide information about how to reduce solid waste generated by schools and build momentum and excitement around issues of sustainability in schools.</p> <ul style="list-style-type: none"> <li>a) Reach out to known contacts within schools, school and district-level administrators, school boards and others to invite participation in the Oregon Green Schools program.</li> <li>b) Support schools through the process of becoming OGS certified.</li> </ul>	<ul style="list-style-type: none"> <li>• 25% or more of Clackamas County schools will become OGS certified.</li> </ul>

<ul style="list-style-type: none"> <li>c) Support established green teams/encourage and support schools as they establish green teams. We will do this by providing “grab and go” activities for green team leaders. In addition, our \$500 grants can be used to pay staff to lead green teams after school hours.</li> <li>d) Conduct recycling and waste audits in schools and assist with waste reduction goals within schools.</li> <li>e) Celebrate green school certification within schools at assemblies.</li> <li>f) Recognize certified schools in one issue of Clack Co. Quarterly per year.</li> <li>g) Work with established Eco School Networks in West Linn and North Clackamas.</li> <li>h) New: Begin offering flexible certification mini grants of \$500 to help schools achieve the goals set as part of certification process.</li> </ul>	
<p><b>2. Schools Mini-Grants</b> Provide waste reduction mini-grants to applying schools. The purpose of this is to support waste reduction in schools throughout Clackamas County.</p> <ul style="list-style-type: none"> <li>a) Review grant applications to make sure they support projects that are likely to reduce waste in schools.</li> <li>b) <b>New:</b> Create high quality/high-impact mini grant templates to encourage schools to adopt certain projects (example: durable classroom party kits).</li> <li>c) <b>New:</b> Support up to 8 schools with milk dispenser(s) to promote packaging and milk waste reduction.</li> </ul>	<ul style="list-style-type: none"> <li>● Proven cost savings or waste reduction in schools after project implementation. We will analyze our grant program on an annual basis.</li> <li>● For milk dispensers: We will conduct pre-and post-waste audits to determine waste reduction. We will also work closely with the school districts to measure cost impacts of transitioning from cartons to milk dispensers.</li> </ul>
<p><b>3. School Presentations</b> Deliver classroom waste reduction presentations as requested. Provide information about how to reduce amount of solid waste generated by schools and students, engage and educate students.</p> <ul style="list-style-type: none"> <li>a) Present different actions for students to take to practice waste reduction in their daily lives.</li> <li>b) <b>New:</b> Offer food waste prevention presentations to all 4<sup>th</sup> grade classes throughout the county. Prioritize areas outside Metro boundary (Canby, Estacada, Molalla River, Oregon Trail, Colton).</li> </ul>	<ul style="list-style-type: none"> <li>● Students commit to one waste reduction action by the end of each presentation.</li> <li>● Deliver presentations to 45 or more schools.</li> </ul>
<p><b>4. Title 1 School Assistance</b> Track assistance to low income schools as defined by Title 1 status to ensure equitable service is provided throughout the county.</p> <ul style="list-style-type: none"> <li>a) Target outreach to Title 1 schools through cold calls and mailings.</li> <li>b) Refine Title 1 list annually.</li> </ul>	<ul style="list-style-type: none"> <li>● An equitable amount of service to Title 1 schools.</li> </ul>

<p><b>5. Food waste prevention</b>  Increase awareness of the problem of wasted food and provide information about practices that will decrease wasted food through classroom presentations, cafeteria waste audits, and the newly-created “An Apple Isn’t Just an Apple” workbook.</p> <ul style="list-style-type: none"> <li>a) Work with AmeriCorps member to develop plan for reaching kids and continue working with high school culinary programs on food waste prevention.</li> <li>b) Reach out to schools with culinary programs, with targeted outreach to schools with high free and reduced lunch populations.</li> <li>c) Schedule presentations in these classes to educate about ways food is wasted, and to provide food waste prevention strategies.</li> <li>d) <b>New:</b> Using the food waste reduction workbook, “An Apple isn’t just an apple,” develop and deliver food waste prevention lessons to 3<sup>rd</sup> and 4<sup>th</sup> grade classrooms as requested.</li> <li>e) <b>New:</b> Translate “An Apple...” into Spanish to increase accessibility.</li> <li>f) <b>New:</b> Co-develop (with Clackamas County Environmental Health) a guidance document for school share tables to be distributed to districts.</li> </ul>	<ul style="list-style-type: none"> <li>• Students will commit to one action to reduce wasted food at the end of each presentation.</li> </ul>
<p><b>6. School Recycling, Composting, and Waste Prevention Assistance</b>  Provide recycling, composting, and waste prevention/reuse technical assistance to schools throughout Clackamas County in order to increase recycling and /or composting awareness and capability among students, school staff and faculty.</p> <ul style="list-style-type: none"> <li>a) Prepare and distribute annual waste reduction packet to all schools in Clackamas County in order to provide information about how to reduce solid waste generated by schools.</li> <li>b) Identify waste reduction opportunities for schools.</li> <li>c) Continue to refine list of best contact at each school to receive the annual packet.</li> <li>d) Reach out to schools to make them aware of the recycling assistance available. Methods for reaching schools include the “Clack Co Quarterly” publication, cold calls and e-newsletters.</li> <li>e) Provide recycling containers and signage on request.</li> <li>f) Provide annual yes/no recycling information to schools.</li> <li>g) Encourage reuse at schools. Examples include having a one-sided paper box in each classroom for students to use for note-taking or doodling, starting a Reuse Closet at the school for easy exchange of materials, hosting Halloween Costume Exchanges at schools to reduce the number of new costumes purchased, establishing a school supplies closet to organize and reuse supplies year to year.</li> </ul>	<ul style="list-style-type: none"> <li>• Track requests for recycling and composting technical assistance.</li> <li>• 75 or more schools will receive technical assistance. This number does not include the 50 above that receive presentations, as we define technical assistance as assistance outside of the classroom.</li> <li>• All schools in the County will receive the annual waste reduction packet. The number of contacts (calls and emails) we receive for waste reduction assistance in schools is tracked.</li> </ul>

<p><b>7. Event Recycling &amp; Food Scraps Assistance</b> Provide free event recycling assistance for community events in Clackamas County.</p> <p>a) Continue to provide event recycling containers and resources for collecting cans and plastic bottles, and food scraps containers where requested.</p>	<ul style="list-style-type: none"> <li>• At least 60 events will be served with event recycling containers and materials.</li> <li>• Events seeking to collect food waste will be provided with collection containers and resources.</li> <li>• All event recycling program participants receive information on Bottle Drop locations and the returning of deposit containers for fundraisers.</li> </ul>
<p><b>8. Neighborhood Cleanup Events</b> Support cleanup events where proposed.</p> <p>a) For cities and communities leading cleanup events that opt to use earmarked cleanup funds, continue to provide funding support consistent with those funds in the next fiscal year.</p> <p>b) Where the County is asked to support a city cleanup, either as collection event or a curbside bulky waste collection week, provide information through the city prohibiting the placement or collection of asbestos containing materials (ACM), and direct participants to information from DEQ and Metro on responsible handling of ACM.</p>	<ul style="list-style-type: none"> <li>• Cities requesting support for their cleanup events that include recycling and reuse will receive up to their historically earmarked funding. Public is informed of regulations pertaining to ACM.</li> </ul>
<p><b>9. Food Waste:</b> Identify and expand opportunities for prevention, donation, and recovery of food waste.</p> <p>a) Continue participating in regional food waste reduction plan, Food Waste Stops with Me, to enhance awareness and promote prevention. Exploring ways to get businesses to adopt waste prevention practices.</p> <p>b) Continue discussions with Oregon Food Bank to enhance collaboration on donation opportunities.</p> <p>c) Continue developing partnerships with recovery organizations and stakeholders to identify potential infrastructure improvements.</p> <p>d) Increase the diversion of food scraps in the bundled and other rate zones.</p> <p>e) Develop awareness to address the issues of food waste reduction through possible partnership events.</p>	<ul style="list-style-type: none"> <li>• Identify a list of defined food waste prevention actions in marketing materials.</li> <li>• Develop outreach materials for food donation.</li> <li>• Develop food waste audit toolkit.</li> <li>• 25 food-service businesses initiate or significantly improve food waste reduction, donation or recovery.</li> </ul>

<b>I. Required Elements</b>	
Activity Description	Indicator of Success/Measurement Metrics

<p>1. Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives) by completing RSS: Frequency of Service Table.</p>	<p>Completed Table 2: RSS Level and Frequency of Service.</p>
<p>2. Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).</p> <p>Amidst difficult market conditions, this goal is challenging. Anecdotal information on recovery from local collection is available through the inspection of containers and recycling practices during technical assistance to businesses, and during regular communication with franchised collectors. We review quarterly recycling and solid waste tonnage data from our franchises. We will continue to provide outreach, education and troubleshooting as described in the strategies and narratives outlined in the residential and business programs above, including building on a successful cart tagging project conducted in FY 17-18, providing direct feedback on material quality and what is recyclable. The 2017 increase in container redemption deposits and 2018 expansion in covered materials may continue to push some recyclables towards Bottle Bill recovery.</p>	<ul style="list-style-type: none"> <li>• Observation of quarterly recycling and solid waste tonnage data.</li> </ul>
<p>3. Participate in at least one regional waste reduction planning group. <i>(please provide details)</i></p> <p>We will continue to participate in regional workgroups including Solid Waste Directors, CREW, CWG, food scraps collection program development, and the Food Waste Stops with Me campaign in collaboration with other government agencies and Oregon Restaurant and Lodging Association.</p>	<ul style="list-style-type: none"> <li>• Attendance at meetings, engagement in platform tools (such as Chatter), and participation in projects identified in these workgroups.</li> </ul>



**J. Recycle at Work Annual Outreach Plan**

Complete the following table listing specific efforts planned for completion during this fiscal year.

Status Key: (O) Ongoing (R) Revised (N) New (C) Complete

Target audience, goals, and outreach strategy	Status
Government Facilities (required)	
Goal: Clackamas County and the cities within will be strong leaders in actively modeling sustainable business operations.	
<p>Strategies:</p> <ol style="list-style-type: none"> <li>1. Update new-hire orientation training materials and intranet content with guidance and best practice information.</li> <li>2. Ensure internal BRR compliance, updating signage at waste stations and recycling centers, as needed.               <ul style="list-style-type: none"> <li>• Actively promote recycling refresher trainings at staff meetings.</li> </ul> </li> <li>3. Continue working with Facilities staff to maximize waste-reduction and recovery opportunities in county operations, including reviewing and discussing recycling access options for new construction and renovations.</li> <li>4. Continue educating County employees about recycling, toxics reduction and waste prevention through the Wellness, Safety and Sustainability Fair and other all county communications.</li> <li>5. Continue developing stronger relationships with cities within the county and other government agencies.               <ul style="list-style-type: none"> <li>• Work with cities to keep their education materials (on the web and print) and new hire onboarding materials current.</li> <li>• Strengthen relationship with the community college and support their sustainability efforts.</li> <li>• Encourage more government agencies/departments to participate in Leaders in Sustainability (LiS).</li> </ul> </li> </ol>	<p align="center">O O  O  O  O</p>
<p>Indicators of success:</p> <ul style="list-style-type: none"> <li>○ Clackamas County Human Resources continues to distribute refreshed sustainability materials to all new hires.</li> <li>○ Reach 300 county employees at our Wellness Fair table.</li> <li>○ One city or department or other government facility (such as DTD, H3S Clackamas Fire, or NCPRD) become LiS certified.</li> </ul>	
New Businesses (required)	
Goal: Establish and grow relationships with new and existing businesses.	
<p>Strategies:</p> <ol style="list-style-type: none"> <li>6. <b>Lead generation and partnership building</b> – build a stronger network of leads that help us find out about new businesses.               <ul style="list-style-type: none"> <li>• Continue working with our partners (Collectors, Cities, Health Department, Internal Permits Department, and Chambers) to identify new businesses. Provide direct outreach to these businesses identified.</li> </ul> </li> </ol>	<p align="center">O</p>

<ul style="list-style-type: none"> <li>Collaborate and develop information to include in our partners new business packets and ensure they remain stocked on informational flyers.</li> </ul>	R
<ul style="list-style-type: none"> <li>Identify and strengthen partnerships with organizations (examples including Energy Trust of Oregon, water providers, CCC Small Business Program) to help identify new leads.</li> </ul>	O
<p>7. <b>Existing business education efforts</b> –</p>	
<ul style="list-style-type: none"> <li>Work with the cities to include information in the business license renewal processes or other avenue annually.</li> </ul>	N
<ul style="list-style-type: none"> <li>Reestablish relationships with large generators/PMs to educate staff and keep recycling streams clean. Provide them with free technical assistance and resources.</li> </ul>	N
<p>8. <b>Marketing effort</b> – develop a communications plan to target our intended audience utilizing social media, paid and earned media advertising, mailings, partners events, cold calling and newsletter content to draw businesses into requesting our technical assistance and providing deeper support.</p>	R
<p>Indicators of success:</p> <ul style="list-style-type: none"> <li>Provide assistance to over 900 businesses and workplaces</li> <li>Collaborate and create a new business packet with our Health Department and chambers.</li> <li>Establish connections with two additional cities in the County to receive new business lists and integrate education into annual processes.</li> <li>Connect annually with property management companies and request trainings for their staff.</li> <li>Expand case studies, highlighting best practices in waste reduction and recycling to share with businesses.</li> </ul>	
<p>Target Businesses that are Underserved or Underrepresented (optional)</p>	
<p>Goal: Reach more underserved and underrepresented businesses and employees.</p>	
<p>Strategies:</p>	
<p>9. Deepen relationships with organizations that work with Latino businesses and employees.</p>	O
<p>10. Develop educational materials in collaboration with community partners. This could include leave behind flyers, how-to instructional posters, trainings and recycling refreshers and short instructional videos in Spanish.</p>	O
<p>11. Increase bilingual (English/Spanish) accessibility across program materials.</p>	R
<p>Indicators of success:</p> <ul style="list-style-type: none"> <li>Develop <a href="#">outreach</a> card highlighting interpretive services in multiple languages.</li> <li>Add resources on web in Spanish.</li> <li>Provide 4 trainings in Spanish.</li> <li>Respond to request for assistance in Spanish.</li> </ul>	

Target Business Sectors, Institutions or Materials (optional)	
Goal:	
Strategies:	
Indicators of success:	
Other commercial waste prevention, or waste reduction activities (optional)	
Goal: Continue to develop our green business recognition, <b>Leaders in Sustainability.</b>	
Strategies: 12. Create and target a business audience to use a one page abridged version of the checklist to allow easier access to basic certification. 13. Continue to use various media outlets to promote certified businesses, share successes and promote the program. Currently we work with our Chambers, Green Living Journal, #ClackCo Quarterly newspaper, social media, video and Green Business Directory website for spotlights. 14. Business to business opportunities – <ul style="list-style-type: none"> <li>○ Enhance mentorship program amongst LiS peers by creating more opportunities for businesses to connect with each other – newsletter, organize business-to-business learning opportunities that could include tours, advisors making direct connections or organizing an event to strengthen connections between our business leaders.</li> <li>○ Target a key business sector and helping create opportunities for that sector to work together on challenging materials or practices.</li> </ul>	 R  O   R  O
Indicators of success: <ul style="list-style-type: none"> <li>○ The number of businesses that are Leaders in Sustainability within the county continues to grow.</li> <li>○ Create and distribute quarterly e-newsletters, aiming for 25% open rate.</li> <li>○ Create two promotional videos spotlighting a LiS business and the practices they adopted.</li> </ul>	
Goal: Identify opportunities for prevention, donation and recovery of <b>food waste.</b> (SEE “OTHER” SECTION)	

**Table 2: Regional Service Standard: Level and Frequency of Service**

Check here if there have been **NO CHANGES** to any elements in your jurisdiction (and in jurisdictions that are members of your cooperative). **If there are no changes, the table below may be left blank.**

Please note all **CHANGES** in the table below.

**Key:**

**W** = Weekly collection

**N** = no collection offered

**M** = Monthly collection

**EOW** = Every-other-week collection

**N/A**=not applicable (e.g., no rural areas)

Jurisdiction	Recycling Collection Frequency		Recycling Container Size		Glass Collection Frequency		Yard Debris Collection Frequency		Yard Debris Container Size		Residential Food Waste?
	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural	YES/NO
Beaverton											
Uninc. Clack. Co.											
Barlow											
Canby											
Damascus											
Estacada											
Gladstone											
Happy Valley											
Johnson City											
Lake Oswego											
Milwaukie											
Molalla											
Oregon City											
Rivergrove											
Sandy											
West Linn											
Wilsonville											
Fairview											
Gresham											
Wood Village											
Uninc. Mult. Co..											
Portland											
Maywood Park											
Troutdale											
Uninc. Wash. Co.											
Banks											
Cornelius											
Durham											
Forest Grove											
Gaston											
Hillsboro											
King City											
North Plains											
Sherwood											
Tigard											
Tualatin											

**Table 3. Demonstration of Compliance with ORS 459A.007 (1) and (2)**

*Table 3 will be customized to each local jurisdiction and will be sent under separate cover.*



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to the Contract with GroundWater Solutions Inc. dba GSI Water Solutions for  
Peer Review of Hydrogeological Reports

<b>Purpose/Outcomes</b>	Approval to initiate contract for groundwater hydrogeologic peer reviews as required for all land partitions.
<b>Dollar Amount and Fiscal Impact</b>	No fiscal impact.
<b>Funding Source</b>	N/A. Applicants for land partitions are billed for costs of review.
<b>Duration</b>	The Contract term is from Contract execution through June 30, 2024. Approximately 5.5 years.
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Honor, utilize, promote, and invest in our natural resources. Ensure safe, healthy, and secure communities.
<b>Contact Person</b>	Darcy Renhard, Contract Administrator Lindsey Nesbitt, Planning Manager Dan Johnson, Director-DTD

**BACKGROUND:**

The Clackamas County Zoning and Development Ordinance requires applicants who submit certain development related land use applications (partitions, subdivisions, new industrial, commercial, and institutional uses) in Groundwater Limited Areas to submit a hydrogeologic review report demonstrating that the aquifer is capable of sustaining the proposed development with sufficient potable water. The hydrogeologic review report is subject to “peer review” by a qualified professional of the County’s choice to ensure the report is complete, assumptions are generally accepted, and all conclusions and recommendations in the report are reasonable.

**PROCUREMENT PROCESS:**

The planning department requested a Request for Proposal (“RFP”) for this project. The RFP was issued in accordance with ORS 279B and LCRB Rules on August 2<sup>nd</sup>, 2018. Proposals were opened on August 23<sup>rd</sup>, 2018. The County received two (2) proposals: Pacific Hydro-Geology, Inc and GroundWater Solutions Inc., dba GSI Water Solutions. The evaluation committee awarded the most points to GroundWater Solutions, Inc.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approve this contract.

Respectfully submitted,

Dan Johnson  
Director, DTD

Placed on the \_\_\_\_\_ Agenda by the Purchasing Division.



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between GroundWater Solutions Inc. dba GSI Water Solutions ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2024. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: Peer Review of Hydrogeological Reports ("Work"), further described in Exhibit A and Exhibit D.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed dollars \$50,000.00 per fiscal year and \$300,000.00 over the life of this Contract, for accomplishing the Work required by this Contract. Fiscal year is defined as July 1 to June 30. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [X] Yes [ ] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D and E.

6. Contractor Data.
GroundWater Solutions, Inc. dba GSI Water Solutions
Address: 55 SW Yamhill St. Suite 300 Portland OR 97204
Contractor Contract Administrator: Kenny Janssen
Phone No.: 971-200-8508
Email: kjanssen@gsiws.com

MWESB Certification: [ ] DBE # [ ] MBE # [ ] WBE # [ ] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.



## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract 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. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. 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.
- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work

multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.



**EXHIBIT A**  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall provide Peer Review for Hydrogeological Reports for the Department of Transportation and Development Planning and Zoning division. The Work is fully explained in Section 3 Scope of Work in the attached RFP #2018-71, issued August 2, 2018, as Exhibit D.

**On-Call Provision:** Services under this Contract are considered “on-call” or “as-needed basis,” and no Work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task scope of work must minimally include: a detailed description of services to be provided, a schedule of key milestones for completion of the task, the maximum fee for completion of the task, and any obligations of the County to complete the task. No task scope of work may modify this Contract and its terms and conditions unless an amendment is made to this Contract.

The County Contract administrator for this Contract is: Darcy Renhard 503-742-4545 or email: [drenhard@clackamas.us](mailto:drenhard@clackamas.us).

**CONSIDERATION**

- a. Consideration Rates – Time and Materials as fully specified in the Contractor’s Proposal Section 5: Fee Schedule, attached as **Exhibit E** and hereby incorporated by reference.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$50,000.00 per fiscal year and \$300,000.00 over the life of this Contract. Fiscal year is defined as July 1 to June 30. Invoices shall be submitted to:

DTD Planning Division  
150 Beavercreek Rd., 2<sup>nd</sup> Floor  
Oregon City OR 97045

- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).



**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**  
**(Contractor completes if Contractor is not a corporation or is a Professional Corporation)**

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D**  
**REQUEST FOR PROPOSAL #2018-71**

**EXHIBIT E**  
**CONTRACTOR'S PROPOSAL**



CHRISTA BOSSERMAN WOLFE, CPA  
INTERIM DIRECTOR

**DEPARTMENT OF FINANCE**  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

October 11, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Less Than Ten Percent) for Fiscal Year 2018-2019

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2018-2019
Dollar Amount and fiscal Impact	The effect has an increase in appropriation of \$1,299,667
Funding Source	Fund Balance, Federal and State Operating, Charge for Services and Miscellaneous Revenue.
Safety Impact	N/A
Duration	July 1, 2018-June 30, 2019
Previous Board Action/Review	Budget Adopted June 28, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Christa Bosserman Wolfe, 503-742-5407

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The Social Services Fund is recognizing additional funding from Emergency Housing, HUD, Oregon Housing & Community Services, Oregon Health Authority, State Veterans Office and fund balance carry over from fiscal year 2017-18 and budgeting to add two full-time Case Managers and one full-time Human Services Assistant for additional program support.

The Clackamas Health Centers Fund is recognizing additional services fee revenue and budgeting to add a full-time Mental Health Specialist position for additional program support.

The effect of this Resolution is an increase in appropriations of \$1,299,667 including revenues as detailed below:

Fund Balance	\$ 137,000.
Federal Operating Grants	78,768.
State Operating Grants	801,172.
Charge for Services	197,127.
Miscellaneous Revenue	<u>85,600.</u>
Total Recommended	<u>\$ 1,299,667.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Christa Bosserman Wolfe, CPA  
Interim Director

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for items Less  
Than 10 Percent of the Total  
Qualifying Expenditures and Making  
to Appropriations for Fiscal 2018-19



Resolution Order No. \_\_\_\_\_

*Page 1 of 1*

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2018 through June 30, 2019 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

- . Social Services Fund
- . Clackamas Health Centers Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2018 through June 30, 2019.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

**DATED** this 11<sup>th</sup> day of October, 2018

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**October 11, 2018**

Recommended items by revenue source:

Fund Balance	\$ 137,000
Federal Operating Grants	78,768
State Operating Grants	801,172
Charge for Services	197,127
Miscellaneous Revenue	85,600
Total Recommended	<u>\$ 1,299,667</u>

**SOCIAL SERVICES FUND**

Revenues:

Fund Balance	\$ 137,000
Federal Operating Grant	78,768
State Operating Grant	801,172
Charge for Services	70,527
Miscellaneous Revenue	85,600
Total Revenue	<u>\$ 1,173,067</u>

Expenses:

Health and Human Services	\$ 1,173,067
Total Expenditures	<u>\$ 1,173,067</u>

Social Services Fund is recognizing additional funding from Emergency Housing, HUD, Oregon Housing & Community Services, Oregon Health Authority, State Veterans Office and fund balance carry over from fiscal year 2017-18 and budgeting to add two full-time Case Managers and one full-time Human Services Assistant for additional program support.

**CLACKAMAS HEALTH CENTERS FUND**

Revenues:

Charge for Services	\$ 126,600
Total Revenue	<u>\$ 126,600</u>

Expenses:

Health and Human Services	\$ 126,600
Total Expenditures	<u>\$ 126,600</u>

Clackamas Health Centers Fund is recognizing additional services fee revenue and budgeting to add a full-time Mental Health Specialist position for additional program support.



CHRISTA BOSSERMAN WOLFE, CPA  
INTERIM DIRECTOR

**DEPARTMENT OF FINANCE**  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

October 11, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of  
New Specific Purpose Revenue for Fiscal Year 2018-2019

Purpose/Outcome	Budget change for Clackamas County FY 2018-2019
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$222,142
Funding Source	Includes Federal and State Operating Revenues
Duration	July 1, 2018-June 30, 2019
Previous Board Action/Review	Budget Adopted June 28, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Christa Bosserman Wolfe, 503-742-5407

**BACKGROUND:**

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.338, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The District Attorney is recognizing additional Federal Grant funding and budgeting to add a full-time Senior Attorney for the Family Support Program.

The Behavioral Health Fund is recognizing funding from the Oregon Health Authority through HealthShare Oregon and budgeting to add a limited term full-time Program Planner to coordinate a regional approach to addressing “super high utilizers” of Behavioral Health Services.



The effect of this Board Order is an increase in appropriations of \$222,142 including new revenues as detailed below:

Federal Operating Grant Revenue	\$ 103,022.
State Operating Grant Revenue	<u>119,120.</u>
Total Recommended	<u><u>\$ 222,142.</u></u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Christa Bosserman Wolfe, CPA  
Interim Director

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Providing  
authorization to Appropriate Grants  
For Specific Purposes within the  
Fiscal 2018-19



Resolution Order No. \_\_\_\_\_

*Page 1 of 1*

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2018 through June 30, 2019, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents`

WHEREAS; the fund being adjusted is:

- . District Attorney Fund
- . Behavioral Health Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2018 through June 30, 2019.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.338, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

**DATED** this 11<sup>th</sup> day of October, 2018

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**NEW SPECIFIC PURPOSE REVENUE REQUESTS**

**Exhibit A**

**October 11, 2018**

Recommended items by revenue source:

Federal Operating Grants	\$ 103,022
State Operating Grants	119,120
Total Recommended	<u>\$ 222,142</u>

**DISTRICT ATTORNEY**

Revenues:

Federal Operating Grants	\$ 103,022
Total Revenue	<u>\$ 103,022</u>

Expenses:

Public Protection	\$ 103,022
Total Expenditures	<u>\$ 103,022</u>

District Attorney is recognizing additional Federal Grant funding and budgeting to add a full-time Senior Attorney for the Family Support Program.

**BEHAVIORAL HEALTH FUND**

Revenues:

State Operating Grants	\$ 119,120
Total Revenue	<u>\$ 119,120</u>

Expenses:

Health and Human Services	\$ 119,120
Total Expenditures	<u>\$ 119,120</u>

Behavioral Health Fund is recognizing funding from the Oregon Health Authority through HealthShare Oregon and budgeting to add a limited term full-time Program Planner to coordinate a regional approach to addressing "super high utilizers" of Behavioral Health Services.



CHRISTA BOSSERMAN WOLFE, CPA  
INTERIM DIRECTOR

**DEPARTMENT OF FINANCE**  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

October 11, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for  
Transfer of Appropriations for Fiscal Year 2018-2019

Purpose/Outcome	Budget change FY 2018-2019
Dollar Amount and Fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	Includes Interfund Transfers
Duration	July 1, 2018-June 30, 2019
Previous Board Action/Review	Budget Adopted June 28, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Christa Wolfe, 503-742-5407

**BACKGROUND:** Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The General Fund – Not Allocated to Organizational Unit is transferring from contingency to budget an interfund transfer to the District Attorney Fund for higher costs associated with the elected officials benefit costs not in the original budget. This fund is also adjusting benefit costs for the Commissioners, Treasurer, Assessor and the Clerk.

The General Fund – Not Allocated to Organizational Unit is transferring from contingency to budget for a vehicle purchase by the Surveyor which was originally budgeted in fiscal year 2017-18 and is being carried over to fiscal year 2018-19.

The General Fund – Not Allocated to Organizational Unit is transferring from contingency and budgeting for advance learning training to perform complex system and data analyst for the Human Resources Department which was originally budgeted fiscal year 2016-17 and is being carried over to fiscal year 2018-19.

The General Fund – Not Allocated to Organizational Unit is transferring from contingency and budgeting for the Directors and Officers liability insurance and fee costs for PGA Community Planning Organizational expense.

The General Fund – Not Allocated to Organizational Unit is budgeting an interfund transfer from the Marijuana Tax revenue to the Road Fund and the Code Enforcement & Resource Conservation & Solid Waste Fund and reducing contracted services.

The Road Fund is recognizing an interfund transfer from the General Fund and budgeting for public outreach messaging on the use of Marijuana.

The Code Enforcement & Resource Conservation & Solid Waste Fund is recognizing an interfund fund transfer from the General Fund and budgeting to add a full-time Code Enforcement Officer.

The District Attorney Fund is recognizing an interfund transfer from the General Fund and budgeting for higher than anticipated benefit costs.

The Justice Court Fund is transferring from contingency and budgeting for higher than anticipated benefit costs.

The Tourism Fund is moving arts funding from materials and services to special payments to better align with actual costs.

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Christa Bosserman Wolfe, CPA  
Interim Director

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Providing  
Authorization to Transfer  
Appropriations within the Fiscal Year  
2018-19



Resolution Order No. \_\_\_\_\_  
*Page 1 of 1*

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2018 through June 30, 2019, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund – Not Allocated to Organizational Unit
- . Road Fund
- . Code Enforcement Resource Conservation & Solid Waste Fund
- . District Attorney Fund
- . Justice Court Fund
- . Tourism Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2018 through June 30, 2019.

**BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

**DATED** this 11<sup>th</sup> day of October, 2018

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**TRANSFER REQUEST**  
**Exhibit A**  
**October 11, 2018**

**GENERAL FUND - NOT ALLOCATED TO ORGRANIZATIONAL UNIT AND VARIOUS PROGRAMS**

Expenses:	
Board of County Commissioners	\$ 11,406
Assessor	1,265
Clerk	1,670
Treasurer	846
Public Government & Affairs	6,721
Human Services	40,914
Surveyor	62,706
Not Allocated to Organizational Unit	
Materials & Services	(209,054)
Interfund Transfers	211,792
Contingency	(128,266)
Total Expenditures	<u>\$ -</u>

General Fund – Not Allocated to Organizational Unit is transferring from contingency to budget an interfund transfer to the District Attorney Fund for higher costs associated with the elected officials benefit costs not in the original budget. This fund is also adjusting benefit costs for the Commissioners, Treasurer, Assessor and the Clerk.

General Fund – Not Allocated to Organizational Unit is transferring from contingency to budget for a vehicle purchase by the Surveyor which was originally budgeted in fiscal year 2017-18 and is being carried over to fiscal year 2018-19.

General Fund – Not Allocated to Organizational Unit is transferring from contingency and budgeting for advance learning training to perform complex system and data analyst for the Human Resources Department which was originally budgeted fiscal year 2016-17 and is being carried over to fiscal year 2018-19.

General Fund – Not Allocated to Organizational Unit is transferring from contingency and budgeting for the Directors and Officers liability insurance and fee costs for PGA Community Planning Organizational expense

General Fund – Not Allocated to Organizational Unit is budgeting an interfund transfer from the Marijuana Tax revenue to the Road Fund and the Code Enforcement & Resource Conservation & Solid Waste Fund and reducing contracted services.

**ROAD FUND**

Revenues:	
Interfund Transfers	\$ 25,000
Total Revenues	<u>\$ 25,000</u>
Expenses:	
Public Ways and Facilities	\$ 25,000
Total Expenditures	<u>\$ 25,000</u>

Road Fund is recognizing an interfund transfer from the General Fund and budgeting for public outreach messaging on the use of Marijuana

**CODE ENFORCEMENT RESOURCE CONSERVATION & SOLID WASTE FUND**

Revenues:	
Interfund Transfers	\$ 184,054
Total Revenues	<u>\$ 184,054</u>
Expenses:	
General Government	\$ 184,054
Total Expenditures	<u>\$ 184,054</u>

Code Enforcement & Resource Conservation & Solid Waste Fund is recognizing an interfund fund transfer from the General Fund and budgeting to add a full-time Code Enforcement Officer.

**DISTRICT ATTORNEY FUND**

Revenues:	
Interfund Transfers	\$ 2,738
Total Revenues	<u>\$ 2,738</u>
Expenses:	
Public Protection	\$ 2,738
Total Expenditures	<u>\$ 2,738</u>

District Attorney Fund is recognizing an interfund transfer from the General Fund and budgeting for higher than anticipated benefit costs.

**JUSTICE COURT**

Expenses:	
Public Protection	\$ 1,029
Not Allocated to Organizational Unit	
Contingency	(1,029)
Total Expenditures	<u>\$ -</u>

Justice Court Fund is transferring from contingency and budgeting for higher than anticipated benefit costs.



**TOURISM**

Expenses:

Culture, Education and Recreation	\$ (299,359)
Not Allocated to Organizational Unit	
Special Payments	<u>299,359</u>
Total Expenditures	<u><u>\$ -</u></u>

Tourism Fund is moving arts funding from materials and services to special payments to better align with actual costs.

DRAFT

Approval of Previous Business Meeting Minutes:  
September 6, 2018

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

*A complete video copy and packet including staff reports of this meeting can be viewed at*

<https://www.clackamas.us/meetings/bcc/business>

**Thursday, September 6, 2018 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT: Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader**

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **I. PRESENTATION** *(Following are items of interest to the citizens of the County)*

1. Presentation Recognizing Damon Faust - American Legion's Firefighter of the Year  
Tracy Moreland, County Administration presented the staff report. She introduced Ree Armitage from Senator Wyden Office.  
Mr. Armitage read a letter from the Senators Wyden, Merkley, Congressman Schrader and Blumenauer congratulating Mr. Faust for his award. He also presented Damon with an American Flag that was flown over the Capitol.  
Damon Faust – Gave thanks to everyone for this recognition.  
Terry Brown, American Legion Post 74 in Estacada – Gave some significance of the Award and said that Damon is the first Firefighter from Oregon to receive this honor.  
Chair Bernard acknowledge Senator Thomsen and Representative Lewis who were in the audience today.  
The Board thanked Damon Faust for his outstanding dedication and service.

### **II. CITIZEN COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

1. Clair Clock, Corbett – thanked the Board of their attention to zoning and development regarding preserving farm lands.
2. Les Poole, Gladstone – spoke about fire protection, transportation and tolling.
3. Bob Mahoney, Oregon City – suggestions regarding the homelessness issue.

*~Board Discussion~*

### **III. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE**

*(No public testimony on this item)*

1. **ZDO 269**, Adoption of a Previously Approved Comprehensive Plan and the Zoning & Development Ordinance Accessory Dwelling Units, *Previously approved at the 8-1-18 land use hearing*  
Nate Boderman, County Counsel presented the staff report. Jennifer Hughes, Planning Dept. answered some questions regarding this ZDO.

*~Board Discussion~* <https://www.clackamas.us/meetings/bcc/business>

Chair Bernard asked for a motion.

#### **MOTION:**

Commissioner Schrader: I move we read ZDO-269 by title only.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.  
Commissioner Fischer: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.  
Chair Bernard asked the Clerk to read ZDO-269 by title only, then asked for a motion.

**MOTION:**

Commissioner Savas: I move we Adopt ZDO-269, legislative amendments to the Clackamas County Comprehensive Plan and Zoning & Development Ordinance, Accessory Dwellings units as previously approved at the Aug. 1, 2018 Land Use Hearing.  
Commissioner Schrader: Second.

*~Board Discussion~*

all those in favor/opposed:

Commissioner Humberston: Opposed. We need the creation of boundaries to keep junk heaps from spreading around.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-1.

2. **ZDO 268**, Adoption of a Previously Approved Zoning & Development Ordinance, Amendments to the Special Use and Development Standards Provision of the Zoning & Development Ordinance, *Previously approved at the 8-15-18 land use hearing*

Nate Boderman, County Counsel, presented the staff report.

*~Board Discussion~*

Chair Bernard asked for a motion.

**MOTION:**

Commissioner Humberston: I move we read ZDO-268 by title only.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard asked the Clerk to read ZDO-268 by title only, then asked for a motion.

**MOTION:**

Commissioner Savas: I move we Adopt ZDO-268, amendments to the special use and Development Standards Provision of the Zoning & Development Ordinance, as previously approved at the Aug. 15, 2018 Land Use Hearing.

Commissioner Schrader: Second.

*~Board Discussion~*

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**IV. PUBLIC HEARINGS**

Chair Bernard announced the Board will recess again as the Board of County Commissioners and convene as the Service District No. 5 Board for the next 12 public hearings.

**Service District No. 5 (Street Lighting)**

Wendi Coryell, Department of Transportation & Development, presented the following 12 Assessment Areas including a PowerPoint presentation.

1. **Board Order No. 2018-78** Forming a 19-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 03-14, Fox Haven Estates 19-Lot Subdivision
2. **Board Order No. 2018-79** Forming a 20-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 47-14, Gateway to Happy Valley 20-Lot Subdivision
3. **Board Order No. 2018-80** Forming a 7-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 01-18, Jackson Hills 5, 7-Lot Subdivision
4. **Board Order No. 2018-81** Forming a 68-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 44-17, Crossroads 68-Lot Subdivision
5. **Board Order No. 2018-82** Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 34-17, Tri-Plex
6. **Board Order No. 2018-83** Forming a 13-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 07-17, Robbins Place 13-Lot Subdivision
7. **Board Order No. 2018-84** Forming a 55-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 13-18, Cereghino Farms 55-Lot Subdivision
8. **Board Order No. 2018-85** Forming a 7-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 28-18, 7-Lot Subdivision
9. **Board Order No. 2018-86** Forming a 34-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 46-17, Copper Heights 34-Lot Subdivision
10. **Board Order No. 2018-87** Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 37-17, Princeton Village 104-Bed Residential Care Facility
11. **Board Order No. 2018-88** Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 52-17, Vogel Rd. 24-Classroom Elementary School
12. **Board Order No. 2018-89** Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 03-18, Mixed Use Self-Storage

Chair Bernard opened the public hearing and asked if anyone wished to speak on any of the 12 Assessment Areas, seeing none he closed the public hearings and asked for a motion.

**MOTION:**

- Commissioner Humberston: I move we approve the Board Orders forming the Assessment Areas within Clackamas County Service District No. 5 as presented.
- Commissioner Savas: Second.
- all those in favor/opposed:
- Commissioner Fischer: Aye.
- Commissioner Humberston: Aye.
- Commissioner Savas: Aye.
- Commissioner Schrader: Aye.
- Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard announced the Board will adjourn as the Service District No. 5 Board and reconvene as the Board of County Commissioners for the remainder of the meeting.

## **V. CONSENT AGENDA**

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

### **MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
Commissioner Schrader: Second.  
all those in favor/opposed:  
Commissioner Humberston: Aye.  
Commissioner Fischer: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

## **A. Health, Housing & Human Services**

1. Approval of a Professional Services Agreement with Northwest EMS, LLC, to Provide Services as the Emergency Medical Services Medical Director – *Public Health*
2. Approval to Apply to Oregon Department of Veterans' Affairs for FY 2019 Distribution of Funds – *Social Services*

## **B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement with Oregon Department of Transportation for Strawberry Lane Pavement Repairs
2. Approval of Amendment No. 1 to the Supplemental Project Agreement No. 31087 with the Oregon Department of Transportation for the Canby (M.J. Lee) Ferry Bank Stabilization and Intelligent Transportation System (ITS) Project
3. **Board Order No. 2018-90** Correcting Board Order 2018-031 Accepting and Simultaneously Vacating Portions of Otty Street
4. Approval of Amendment No. 3 to the Contract with Parametrix for Engineering Services for the Carver, Springwater Road and Hwy 224 Signal Project - *Procurement*

## **C. County Counsel**

1. **Resolution No. 2018-91** Declaring a Local State of Emergency and Declaring Emergency to Address Landside issue on Dickey Prairie Road

## **D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
- \*2. Approval of Fiscal Year 2018-2019 Local Subrecipient Grant Agreement between Clackamas County District Attorney's Office and the Children's Center of Clackamas County to Support Child Abuse Victims and their Families - *DA*

## **E. Business & Community Services**

1. Approval of Modifications to the Clackamas Workforce Partnership Local Strategic Plan for Workforce and Industry Challenges

**VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of a Grant Agreement with Water Environment Services for RiverHealth Stewardship
2. Approval of an Assignment of Intergovernmental Agreement by and between Oak Lodge Water District and North Clackamas Parks and Recreation District

**VII. COUNTY ADMINISTRATOR UPDATE**

<https://www.clackamas.us/meetings/bcc/business>

The following items were approved and signed by Don Krupp, County Administrator during the period of August 20, 2018 – August 31, 2018. This action was necessary while the Board of County Commissioners was on their August Recess - In accordance with County Ordinance 07-2015.

	<b>DEPARTMENT</b>	<b>ITEM</b>
1	Health, Housing & Human Services <i>Via Procurement</i>	Approval of an agreement with Good Energy Retrofit LLC for Weatherization Major Measure Construction Services
2	Tourism <i>Via Procurement</i>	Approval of the Contract Amendment with Borders Perrin Norrande (BPN) for Marketing Agency of Record Services for the Tourism & Cultural Affairs Department
3	Technology Services	Approval of Amendment No. 3 to the Service Level Agreement between Clackamas Broadband eXchange and the State of Oregon, OLCC
4.	Tourism <i>Via Procurement</i>	Authorization to Renew Visitor Information Services for an additional 9 years for Mt. Hood Cultural Center & Museum
5	Tourism <i>Via Procurement</i>	Authorization to Renew Visitor Information Services for an additional 9 years for Clackamas Heritage Partners
6	WES <i>Via Procurement</i>	Approval of a Public Improvement Contract between Water Environment Services and Braun Construction & Design, for Drainage system Modifications
7	Technology Services <i>Via Procurement</i>	Approval of an Intent to Purchase with Environmental Systems Research Inc. (ESRI) for GIS Server Enterprise Standard Software Upgrade
8	Technology Services <i>Via Procurement</i>	Approval of an Intent to Purchase with Environmental Systems Research Inc. (ESRI) for GIS Software Maintenance, upgrades, support and Licensing
9.	WES <i>Via Procurement</i>	Approval of Purchase from North Star Chemical for Sodium Hypochlorite for Water Environment Service Waste Treatment Plants

**VIII. COMMISSIONERS COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

**MEETING ADJOURNED – 11:49 AM**



Capt. Jenna Morrison  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
**1024 MAIN STREET • OREGON CITY • OREGON • 97045**  
**TELEPHONE 503-655-8603 • • • FAX 503-650-8942**

October 11, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Grant Award 2018-AR-BX-K023 with US Department of Justice to Establish Alternatives to Incarceration for Individuals with Opioid Use Disorders.

<b>Purpose/Outcome</b>	Community Corrections would like to establish alternatives to incarceration for individuals with opioid use disorders.
<b>Dollar Amount and Fiscal Impact</b>	Maximum amount of award is \$900,000.
<b>Funding Source</b>	US Department of Justice
<b>Duration</b>	36 months
<b>Previous Board Action/Review</b>	Grant application approved May 24, 2018
<b>Strategic Plan Alignment</b>	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
<b>Contact Person</b>	Captain Jenna Morrison, Director, Community Corrections – 503-655-8725

**BACKGROUND:** Community Corrections has a high percentage of justice involved adults affected by opioid addiction who are high frequency utilizers of multiple systems (e.g. health care, child welfare, criminal justice, jail beds). Community Corrections’ objective for this grant funding is to support cross-system planning and collaboration with these multiple agencies. Often this population’s only early intervention is arrest and incarceration. We will develop and implement strategies to provide early assessment/evaluation, treatment and recovery support services in order to provide early intervention and treatment as an alternative to incarceration for those affected by opioid addiction. We will expand our use of Vivitrol treatment to assist in the prevention of relapse for clients in recovery and pursue treatment housing for women with children. County Counsel has reviewed and approved this Grant Award.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approves this Grant Award and allows Director Jenna Morrison sign on behalf of the County for the US Department of Justice funding to establish alternatives to incarceration for individuals with opioid use disorders.

Respectfully submitted,

Captain Jenna Morrison  
Director, Community Corrections





U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

Cooperative Agreement

PAGE 1 OF 14

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Clackamas County 2051 Kaen Rd. Oregon City, OR 97045		4. AWARD NUMBER: 2018-AR-BX-K023	
2a. GRANTEE IRS/VENDOR NO. 936002286		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2021	
2b. GRANTEE DUNS NO. 096992656		6. AWARD DATE 09/28/2018	7. ACTION Initial
3. PROJECT TITLE System-level Diversion Strategies		8. SUPPLEMENT NUMBER 00	9. PREVIOUS AWARD AMOUNT \$ 0
		10. AMOUNT OF THIS AWARD	\$ 900,000
		11. TOTAL AWARD	\$ 900,000
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY18(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 115-141, 132 Stat 348, 422			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.838 - Comprehensive Opioid Abuse Site-Based Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jenna Morrison Director, Community Corrections	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B AR 80 00 00 900000			21. TARUGT1767

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 2 OF 14

PROJECT NUMBER 2018-AR-BX-K023

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 3 OF 14

PROJECT NUMBER 2018-AR-BX-K023

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/frmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 4 OF 14

PROJECT NUMBER 2018-AR-BX-K023

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



PROJECT NUMBER 2018-AR-BX-K023

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 6 OF 14

PROJECT NUMBER 2018-AR-BX-K023

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart F of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 7 OF 14

PROJECT NUMBER 2018-AR-BX-K023

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 8 OF 14

PROJECT NUMBER 2018-AR-BX-K023

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.





U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 9 OF 14

PROJECT NUMBER 2018-AR-BX-K023

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 10 OF 14

PROJECT NUMBER 2018-AR-BX-K023

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

28. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 11 OF 14

PROJECT NUMBER 2018-AR-BX-K023

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

31. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

32. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

33. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the recipient (and any subrecipient at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 12 OF 14

PROJECT NUMBER 2018-AR-BX-K023

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

34. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).
35. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
36. Cooperating with OJP Monitoring  

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
37. Verification and updating of recipient contact information  

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
38. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
39. Protection of human research subjects  

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
40. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 13 OF 14

PROJECT NUMBER 2018-AR-BX-K023

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

41. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

42. With respect to this award, recipients must allocate and expend at least 20% of the total award to support the research and evaluation components of the project.

43. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.

44. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

45. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

46. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 14 OF 14

PROJECT NUMBER 2018-AR-BX-K023

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

47. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2018-AR-BX-K023 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
48. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
49. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
50. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.



October 11, 2018

Board of County Commissioners

Clackamas County

Members of the Board:

An amendment to Schedule B of our existing Intergovernmental Agreement (License Agreement) between Clackamas County Business & Community Services (BCS) and the Northwest Economic Research Center (NERC) at Portland State University.

<b>Purpose/Outcomes</b>	Amendment to original agreement clarifying that the term will expire on September 30 <sup>th</sup> , 2019
<b>Dollar Amount and Fiscal Impact</b>	\$12,500
<b>Funding Source</b>	BCS Economic Development Lottery Fund – approved as part of the fiscal year 2015/16 budget
<b>Duration</b>	Current date – September 30 <sup>th</sup> , 2019
<b>Previous Board Action</b>	Original license agreement approved by BCC 7/9/2015.
<b>Strategic Plan Alignment</b>	1. Grow a Vibrant Economy
<b>Contact Person</b>	Laura Zentner, Director, Business & Community Services, 503-742-4351

**BACKGROUND AND SUMMARY:**

In 2015, the attached License Agreement was reviewed and approved the County Counsel and the Board of County Commissioners. Initial payment for the project was approved as part of the fiscal year 2015/2016 budget process.

The Northwest Economic Research Center at Portland State University (PSU) provides unbiased forecasts of population and demographics, economics, employment and income, and housing at the County level. These forecast models can be used to guide future policy decisions of the Board and cities within Clackamas County. The License Agreement also provides for custom analysis of economic, population and housing data for Clackamas County.

With this amendment, the first sentence of the Term section is amended to read “Partner’s right to request Works will expire on September 30<sup>th</sup>, 2019.”

BCS Staff will be meeting with PSU staff in order to continue to best utilize the benefits of this agreement. This amendment has been reviewed and approved by County Counsel.

**ATTACHMENTS:**

- A. Letter from PSU regarding amendment (requesting County signature)
- B. Portland Metro Region Population & Economic Forecast License Agreement

**RECOMMENDATION:**

Staff respectfully recommends approval of this amendment to the license agreement with the Northwest Economic Research Center.

Respectfully submitted,

Laura Zentner, CPA  
Director, Business and Community Services

**Research & Graduate Studies****Innovation & Intellectual Property**

Mail Code RGS                      503-725-8454 tel  
Post Office Box 751                503-725-8170 fax  
Portland, OR 97207-0751        iip@pdx.edu

September 18, 2018

**Laura L. Zentner, CPA | Interim Director****BUSINESS AND COMMUNITY SERVICES****CLACKAMAS COUNTY**150 Beaver Creek Road | Suite 414

OREGON CITY, OR 97045

PH 503.742.4351 | FX 503.742.4349LZentner@clackamas.us

This letter amends the Portland Metro Region Population and Economic Forecast License Agreement between Portland State University and Clackamas County which was effective as of September 24, 2015 (“Agreement”).

With this letter, the first sentence of the Term section is amended to read “Partner’s right to request Works will expire on September 30<sup>th</sup>, 2019.”

Clackamas County, as a Founding Subscriber who originally joined the program at the "Pioneer" Level (Please see Schedule B of the original License Agreement) is entitled to a 4-year, 50% discount to the Licensed Works at the "Diamond Circle" tier. The benefits of which are listed below. Payment of the accompanying invoice (invoice no. IIP19053) will be the 3rd year in which the 50% discount is applied.

**Diamond Circle: \$25,000**

- 20 copies of NERC’s Population and Economic Outlook publication
- Admission to Population and Economic Outlook Conference in May/June for 10 employees or clients
- Admission to our Circle Sponsor Subscriber Seminar for six (6) executives in April and September\*
- Personal presentation at your organization
- Organizational name and logo on all Outlook publications

*\*The Circle Sponsor Subscriber Seminars are private forums attended by our staff and invited experts on special topics to deliver the latest forecast. This intimate event allows stakeholders direct access to our forecasters and other experts to engage in dialogue about your special needs surrounding the Outlook forecasts. The Circle Sponsor Subscriber Seminars are half-day events offered every April and September. We envision these as breakfast meetings, and an opportunity for networking.*



Please sign and return this amendment to us at your earliest convenience.

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Joseph Janda  
Director, Innovation & Intellectual Property

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For Clackamas County

**Portland Metro Region Population and Economic Forecast  
License Agreement**

This "Agreement" is between Clackamas County, a political subdivision of the State of Oregon having a principal place of business at 2051 Kaen Road, Oregon City, Oregon, hereafter referred to as "Partner", and Portland State University, an institution of higher education in the State of Oregon, located in Portland, Oregon, hereafter referred to as "University". The parties agree as follows:

**Background**

University owns or will own the copyright in Portland Metro Regional Population and Economic Development Forecast reports produced by University's Northwest Economic Research Center (the "Work" or "Works"), with exclusive right to use and license thereof, in the course of their academic and community mission.

University desires to promote the use of these reports and increase the impact of the mission of Northwest Economic Research Center ("NERC"), and to allow use of the Work under certain terms and conditions for the benefit of the community and public.

Partner is an organization desiring access to a Portland Metro Regional Population and Economic Development Forecast report and desires to accept a license to certain rights in the Works in connection with fulfilling their mission.

Partner recognizes the value of the goodwill associated with the NERC and Portland Metro Regional Population and Economic Development Forecast trademark and the need for adherence by Partner to the Quality Control Standards outlined in this Agreement.

**Definitions**

"Administrative Contact" means an individual authorized by Partner to receive access to the Work and notices from University.

"Agreement" means this License Agreement, with attached Schedules.

"Effective Date" shall be the last signed date of this Agreement.

"Know-How" means interpretation of the content of the Works and training on how to utilize the content of the Works.

"License Fee(s)" shall mean the amount due from Partner for the permissions and grants provided by this Agreement, as set forth on Schedule B.

"Quality Control Standards" means the standards listed in Schedule C.

"Territory" shall mean the Portland, Oregon metro region.

"Trademark" means the trademarks "Portland Metro Region Population and Economic Forecast" and "Metro Outlook".

“Work(s)” means the report or reports provided by University to Partner under this agreement, as described in Schedule A.

**Works Grant**

Beginning on the Effective Date, and subject to and conditioned upon Partner’s performance and satisfaction of the conditions set forth in this Agreement, University hereby grants to Partner, and Partner accepts, a limited, non-transferable, non-exclusive license to copy, display, and distribute Works in the Territory or online.

Partner may also make derivatives of the Works solely to the extent necessary to add Partner’s own brand or mark to the Works prior to internal distribution.

Partner acquires no proprietary interest in Work. Partner shall not remove or obscure rights management markings, such as copyright and trademark notices, from Works or printouts from Works.

Partner shall not sublicense, sell, display, lend, rent, lease or otherwise transfer all or any of Works without prior permission.

University reserves the right to use the Works internally for research and educational purposes.

**Know How Grant**

Additionally, University agrees to grant Partner access to Know How in relation to certain Works. Access to Know How shall be provided to Partner on an as-needed, no obligation, hourly basis and shall consist of interpretation of Works and training on using the content of Works.

**Communications**

University may provide certain instruction to Partner in regard to the interpretation and presentation of the Works, in order to enable Partner’s optimal use of the Work.

Notices to Partner shall be sent to the Administrative Contact. .

**Confidentiality**

“Proprietary Information” means information of any form or format disclosed by University to Partner pertaining to the Work and identified by University at the time of disclosure as not for public release, or if orally disclosed, identified orally as confidential and immediately reduced to written form and identified by University as not for public release within thirty (30) days of disclosure. Proprietary Information does not include information which (i) Partner can demonstrate was previously known to Partner, or (ii) has been independently developed by Partner by those without access to Proprietary Information, or (iii) has been obtained by Partner from sources not breaching any obligation to University, or (iv) which is or in the future becomes public knowledge other than through acts or omissions of Partner, or (v) is required to be disclosed by operation of law, including but not limited to Oregon Public Records Law, or the action of a court of competent jurisdiction.

Partner shall hold Proprietary Information in confidence for ten (10) years from date of disclosure, using safeguards at least comparable to those by which Partner handles its own similar proprietary information,

but in any case not less than reasonable safeguards. Partner shall not disclose Proprietary Information to any third party, including without limitation any patent or copyright office without prior permission unless otherwise required by applicable law.

**Request and Delivery** Works are expected to be delivered by October 1, 2015.

**Payment** Partner shall pay to University License Fees for both Copyright grants and Know How grants in the amounts and according to the schedule as set forth on Schedule B. Should payment not be received from Partner within thirty (30) days of the scheduled date, University, at its sole discretion, may end Partner's access to Work and terminate this Agreement.

**Term** Partner's right to request Works shall expire two years after the Effective Date. Partner's rights under the copyright grant shall last for the life of the copyright unless other terms of this Agreement are breached.

**Notices** All notices to University regarding this license agreement and payment hereunder shall be sent by U.S. mail or email per the following:

Portland State University  
PO Box 751, Mailcode RSP  
Portland, OR 97207  
Attention: Director, Innovation & Intellectual Property  
Telephone: 503.725.8454  
Email: [iip@pdx.edu](mailto:iip@pdx.edu)

All notices to University regarding the delivery and preparation of Works shall be sent by U.S. mail or email per the following:

Portland State University  
Tom Potiowsky  
NERC Urban Center  
PO Box 751  
Portland, OR 97207

All notices to Partner shall be sent by U.S. mail or email to the Administrative Contact listed in Schedule B of this Agreement.

**Termination** Partner may terminate this Agreement at any time upon thirty (30) days written notice to University.

University may terminate this Agreement upon notice if Partner is in breach of this Agreement and fails within thirty (30) days of a written demand for performance to cure such breach. After notice period elapses, access and grants to Works will be immediately terminated.

The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may

have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

Termination of this Agreement shall terminate all rights and permissions granted to Partner relating to Work. The obligation to pay any required License Fee due within sixty (60) days of the date of termination survives termination of this Agreement.

**Disclaimers**

The Works have been developed as part of research conducted at Portland State University. The Works are experimental in nature and is made available "AS IS," without obligation by University to provide accompanying services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Work is with Partner.

UNIVERSITY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF WORK OR ANY SUBJECT MATTER OTHERWISE PROVIDED TO PARTNER UNDER THIS AGREEMENT.

The Works may contain links to third-party websites that are not owned or controlled by University. University has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, University will not and cannot censor or edit the content of any third-party site. By using the Works, Partner expressly agrees that University has no liability arising from Partner's use of any third-party website.

**Indemnification**


Partner shall save, hold harmless and indemnify the State of Oregon, the State Board of Higher Education, University, and their agencies, subdivisions, officers, employees and agents from and against any and all claims, suits, actions, losses, demands, damages, costs, expenses (including, but not limited to, those arising out of personal injuries, wrongful death or property damage suffered by any third party) incurred by University, arising out of or relating to the negligent or willful misuse of Works, Trademarks, or any other activities of Partner or its officers, employees, subcontractors or agents under this Agreement.

**General**

Partner may not assign any of its rights under this Agreement without the prior written consent of the University. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party. In the event that any provision hereof is found to be invalid or unenforceable pursuant to a final judgment or decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties hereto. Except as specified herein,

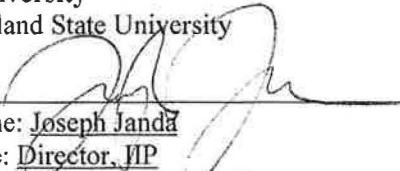
neither party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of the other party hereto. Partner and University are the only parties to this Agreement and are the only parties entitled to enforce its terms; nothing in this Agreement gives or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to any third persons. Partner agrees not to use the name of University or any of its employees, in any advertisement or sales promotion relating to any Work without prior written approval by University. This document represents the entire Agreement between the parties as to the matters set forth and integrates all prior discussions or understandings between them. This Agreement may only be modified or amended in writing by a document signed by an authorized representative of University and Partner.

**“Partner”**

By:   
Name: JOHN LUDLOW  
Title: CHAIR  
Date: 9-24-15 C.I.

**“University”**

Portland State University

By:   
Name: Joseph Janda  
Title: Director, JIP  
Date: 6-30-15



**Portland Metro Region Population and Economic Forecast  
License Agreement  
Schedule A  
Work(s)**

General Forecast Coverage

*Geographic Area*

The population forecast will cover the seven county region of the Portland-Vancouver-Hillsboro OR-WA Metropolitan Statistical Area. The forecasted sub-regions will be the MSA as a whole, each of the seven counties, and the area inside the Portland Metro Urban Growth Boundary.

The economic forecast will also include the seven county region of the Portland-Vancouver-Hillsboro OR-WA Metropolitan Statistical Area. The geographic sub-regions will be the MSA as a whole and each of the seven counties.

Beyond the high level forecasts for each sub-region, NERC will produce forecasts at the neighborhood level within sub-regions as data availability permits.

*Time Period*

The population forecast will cover 50 years in five year increments and an annual forecast for the first five years out.

The economic forecast will cover 40 years, with a quarterly forecast for the first ten years, annual forecasts for the first 20 years, and 5 year increments for the last 20 years of the forecast period.

*Forecast Outputs*

The population forecast will be produced by gender and age.

Key outputs of the economic forecast will be employment by industry (see below), personal income and its components, and a regional overall price index of goods and services.

- Total
- Private
- Public
- Construction
- Manufacturing
  - Durable Manufacturing
    - Wood Products
    - Metals and Machinery
    - Computer and Electronics
    - Transportation Equipment
    - Other Durables
  - Nondurable Manufacturing



- Food Manufacturing
  - Other Nondurables
- Trade, Transportation, and Utilities
  - Retail Trade
  - Wholesale Trade
  - Transportation, Warehousing, and Utilities
- Information
- Financial Activities
- Professional and Business Services
- Educational Services
- Health Care and Social Services
- Leisure and Hospitality
- Other Services
- Government
  - Federal
  - State (breakout education)
  - Local (breakout education)

Some of these employment categories will be further broken down at the county level (higher digit NAICS), but some categories may be too small to be useful for forecasting purposes.

The forecast outputs related to personal income will include:

- Wages and salaries
- Dividends
- Interest and rent
- Proprietors income

The forecast outputs related to housing starts will be:

- Starts
- Prices

The forecast output for the prices of goods and services will be the Portland-Salem OR-WA CPI Urban Consumers series.

In addition to the standard forecast products listed above, NERC will produce (or investigate the feasibility of producing) specific series tailored to the needs of Clackamas County. These will include:

- 1) Access to Data Warehouse. All data generic to the forecast will be made available via the internet.
- 2) With assistance from Clackamas County, we will provide more detail on key industries as identified by Clackamas County.

Schedule A

- 3) Investigate in more detail the interplay between Clackamas County and the rest of the region.

**Portland Metro Region Population and Economic Forecast  
License Agreement  
Schedule B  
License Fee and Contacts**

**Administrative Contact:**

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**License Fee and Payment Schedule:**

\$50,000 in consideration of Works grant

Work will consist of the development phase of the Portland Metropolitan Regional Population and Economic Forecast. Per proposal "Portland Metropolitan Regional Population and Economic Forecast" dated June 18, 2014, Founding Subscribers are described below:

Founding Subscriber	Amount	Future Discount for 4 years
Pioneer	\$ 50,000	50%
Innovator	\$ 25,000	25%
Discoverer	\$ 10,000	10%
Developer	\$ 5,000	5%

...to be invoiced upon Work completions on the following schedule:

First payment of 50% of Works grant at commencement of project and due within 30 days of invoice by University.

Work project update by report every month after commencement of project.

Second payment of 25% of Works grant after two months of commencement of project.

Third payment of 25% upon completion of development phase in September 2015.

One Know How delivery is included in the Works grant.

Future Know How access will be billed at \$150 per hour.

Due within 30 days of invoice, invoice to be delivered after each instance of Know How delivery.

**Portland Metro Region Population and Economic Forecast  
License Agreement  
Schedule C  
Quality Control Standards**

Partner agrees not to use any of the Works on or in connection with any products or services that are or could be deemed to be obscene, or pornographic, or that could be viewed as disparaging to University.

Partner agrees not to resell the Works or Trademarks, and not to use them for any promotion of Partner's own products or services.

As a part of University's quality control efforts, Partner will provide a brief annual report on their use of the Works to Partner.



October 11, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Government Grant LG18-007 Metzler Park Campground Restroom Replacement from the Oregon Parks and Recreation Department

<b>Purpose/Outcomes</b>	The OR Parks & Recreation Local Government Grant program provides funding for infrastructure improvements in county parks. Business & Community Services (BCS) – County Parks applied for and was awarded funding to replace a deteriorating and inadequate public restroom at Metzler Park in the campground.
<b>Dollar Amount and Fiscal Impact</b>	The grant award is \$162,500. BCS - County Parks will provide 50% of project costs in matching funds for a total project cost of \$325,000. This grant program provides an opportunity for the BCS - County Parks division to leverage its funding capabilities on capital improvement projects to replace aging infrastructure. Capital project funds were approved in the FY 18/19 BCS - County Parks' budget.
<b>Funding Source</b>	Oregon Parks and Recreation Dept. and BCS - County Parks
<b>Duration</b>	Grant period through October 31, 2020
<b>Previous Board Action</b>	Resolution to Apply for Grant No. 2018-19
<b>Strategic Plan Alignment</b>	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Build public trust through good government.
<b>Contact Person</b>	Rick Gruen, Manager, BCS - County Parks & Forest
<b>Contract No.</b>	LG18-007 Barton Park Day Use Area Restroom Replacement

**BACKGROUND:**

Clackamas County's Metzler Park is located just south of the rural community of Estacada off Springwater Road and Hwy 224. Metzler Park has 75 campsites, 4 day-use picnic areas, hiking trails access to fishing as well as old growth forests. This park is the summer recreation destination and provides public restroom facilities to thousands of park patrons each year. This grant will provide additional capacity and will provide up to date ADA compliance upgrades. The restroom was identified for replacement in 2012, but due to funding constraints and higher priority projects, this project was continually deferred.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve Local Government Grant LG18-007 for the Metzler Park Campground Restroom Replacement and delegate authority to BCS Director, Laura Zentner, to sign the grant agreement for the county.

Respectfully submitted,

Laura Zentner, Director  
Business & Community Services

# Oregon Parks and Recreation Department

## Local Government Grant Program Agreement

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THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and **Clackamas County**, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** LG18-007

**Project Title:** Metzler Park Campground Restroom Replacement

**Project Type (purpose):** Rehabilitation

**Project Description:** The project will replace a failing restroom/shower facility with a modern accessible facility in Metzler Park near Estacada in Clackamas County, Oregon. The Project is further described in the Application included as Attachment B.

### Grant Funds /

**Maximum Reimbursement:** \$162,500 (50.00%)

**Grantee Match Participation:** \$162,500 (50.00%)

**Total Project Cost:** \$325,000

**Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at [oprddgrants.org](http://oprddgrants.org). The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

**Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

**Reimbursement Terms:** Based on the estimated Project Cost of **\$325,000**, and the Grantee's Match participation rate of **50.00%**, **the reimbursement rate will be 50.00%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **50.00%** of the total cost of the Project, whichever is less.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

**Progress Reports:** Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **six month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at [oprddgrants.org](http://oprddgrants.org).

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2020**. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

**Final Request for Reimbursement:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

**Project Sign:** When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

**Agreement Documents:** Included as part of this Agreement are:

Attachment A: Standard Terms and Conditions

Attachment B: Project Application including Description and Budget

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator

Rick Gruen  
Clackamas County  
150 Beaver Creek Rd  
Oregon City, OR 97045  
503-742-4345  
rgruen@clackamas.us

Grantee Billing Contact

Christina Dannenbring  
Clackamas County  
150 Beaver Creek Rd Ste 419  
Oregon City, OR 97045  
503-742-4663  
CDannenbring@co.clackamas.or.us

OPRD Contact

Mark Cowan, Coordinator  
Oregon Parks & Rec. Dept.  
725 Summer ST NE STE C  
Salem, OR 97301  
503-986-0591  
mark.cowan@oregon.gov

**Signatures:** In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**GRANTEE**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:**

By: Kristen Ennis  
ODOJ Signature or Authorization

\_\_\_\_\_  
Printed Name/Title

by email on September 4, 2018  
Date

**STATE OF OREGON  
Acting By and Through Its  
OREGON PARKS AND RECREATION DEPT.**

By: \_\_\_\_\_  
Tracy Loudon, Business and Tech. Solutions Administrator

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jan Hunt, Grants Section Manager

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Mark Cowan, Grant Program Coordinator

\_\_\_\_\_  
Date

# Attachment A – Standard Terms and Conditions

## Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the conversion or disposal.



If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all

claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
10. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
14. **Entire Agreement:** This Agreement 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 Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
15. **Notices:** 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, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective

against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.

16. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

17. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Revised by ODOJ 8/15/17: MC  
Reviewed by ODOJ 9/4/18: MC

# Metzler Park Campground Restr

## (LGPP) Application #4575 - Grant Ap

### Project Information

#### Project Name

Metzler Park Campground Restroom Replacement

#### Brief Project Description

This project will replace an aged and failing modular restroom/shower facility (3 restrooms, 2 showers) and replacing it with a modern ADA compliant facility (8 restrooms, 4 showers) in Metzler Park near Estacada.

#### Project Start Date

11/01/2018

#### Project End Date

04/01/2019

#### Site Name

Metzler Park Campground

#### Site City/Town/Area

Estacada,, Oregon

#### Site County

Clackamas

#### Site Description

Metzler Park is located approximately five miles south of Estacada along beautiful Clear Creek. Although it is a short drive from several communities in Clackamas County, this park feels wonderfully isolated, surrounded by hills covered with towering Douglas-fir and western red cedar forests.

There are 77 campsites; 60 with water and electric hook-ups with the remaining sites available for tent camping. There is a restroom and shower facility serving the campground and another restroom serving the day use area. Other amenities include 4 picnic areas, 2 sheltered and 2 non-sheltered; 2.5 miles of hiking trails and nearly 1 mile of Clear Creek access for recreation and fishing.

#### Site Acreage

60

#### Latitude

45.22852321097375

**Longitude**

-122.36482858657837

**Contact Information**

**Applicant**

Clackamas County

**Applicant Federal Tax Id**

93-6002286

**Applicant DUNS Number**

**Project Contact**

Rick Gruen

**Address**

Rick Gruen

rgruen@clackamas.us

**Reimbursement Contact**

Christina Van Duzer

**Financial Information**

**Requested Amount**

\$162,500.00

**Match Amount**

\$162,500.00

**Total Project Cost**

\$325,000.00

**Grant %**

50 %

## Match %

50 %

## Project Budget Worksheet

**Project Budget Worksheet**

Site preparation - contract services to include site prep, foundation, flat work, plumbing & electrical	\$80,000.00
CXT Pre-fab Concrete Restroom Building	\$230,000.00
Permit Fees - Plan Review, Building Permit, Demo Permit	\$5,500.00
Disposal of Existing Restroom Building	\$3,000.00
Equipment Rental for Restroom Tear Down	\$2,500.00
Septic Upgrades/Increased Capacity	\$4,000.00

**Source of Funding Worksheet**

Site preparation - contract services to include site prep, foundation, flat work, plumbing & electrical (Clackamas County Parks FY18-19)	\$40,000.00
CXT Pre-fab Concrete Restroom Building (Clackamas County Parks FY18-19)	\$115,000.00
Permit Fees - Plan Review, Building Permit, Demo Permit (Clackamas County Parks FY18-19)	\$2,750.00
Disposal of Existing Restroom Building (Clackamas County Parks FY18-19)	\$1,500.00
Equipment Rental for Restroom Tear Down (Clackamas County Parks FY18-19)	\$1,250.00
Septic Upgrades/Increased Capacity (Clackamas County Parks FY18-19)	\$2,000.00

**Total Project Cost**

\$325,000.00

**Total Match from Sponsor**

\$162,500.00

**Grant Funds Requested**

\$162,500.00

## Supplemental Information

**A. PROJECT NARRATIVE (Please limit each answer to 400 words or less.)**

1. Describe all elements of the project, project objectives, and the need for assistance. Describe who will do the work and who will provide supervision.

This project will seek to replace an aged and failing modular restroom and shower facility in the Metzler Park campground. This restroom, placed into services in the mid '70s, is among the oldest restroom facilities in our County Park system. Nearing 100% occupancy on summer weekends, this restroom is also among our most used and hardest working facilities. However, it only has three unisex restroom stalls and 2 showers, requiring the need to add up to 8 port-a-potties to meet the high demands placed on it by our campers. Issues include:

- Structural deficiencies
- Lack of ADA compliance and accessibility
- Inadequate capacity

This restroom has deteriorated beyond its useful life and further use will put the public at risk for health and safety. Extensive roof, floor and plumbing repairs have been made over the years with further repairs no longer considered to be economically viable or cost effective. Significant structural repairs are necessary to mitigate dry rot and mold damage, cracking and settled floors, shifting platform and exposed exterior pipes. Additionally, the restroom does not have adequate ventilation or meet ADA requirements for stalls, sinks and showers.

Grant funding will leverage limited Clackamas County capital funds, and allow for the installation of an engineered, pre-cast concrete restroom that can provide a total of 8 toilets/urinals and 4 four ADA compliant private, unisex shower stalls. The floor plan, sinks, toilets, walkways, etc. of the proposed new restroom facility will comply with current ADA requirements. In addition, the septic system will be cleaned and evaluated to meet the requirements of the new restroom and capacity. We have built in costs to this grant for septic upgrades in case this becomes necessary once we move forward with the project. Contracted services will include site preparation, purchase/installation of the new pre-cast concrete restroom building, septic tank evaluation, possible upgrades and connection, flat work to include concrete sidewalks and ramps, plumbing connections, and electrical hookups. County Parks force account labor will provide for project management and demolition and disposal of the existing restroom. County Parks Project Manager will provide project oversight and supervision.

2. Describe any new facilities to be constructed, existing facilities which are to be renovated, removed or demolished. Describe present development on the site and how the proposed project fits in with future development.

Project funding will allow for the installation of a pre-cast concrete restroom/shower facility that is approximately 30' x 26' square feet and will increase the number of toilets/urinals from three total to eight - including 4 toilets serving the women's side and 2 toilets and 2 urinals serving the men's side. In addition, the new facility will also provide four private, unisex shower stalls. While we plan to site the new restroom building in the same location as the existing modular restroom, the footprint of the new building will increase from approximately 250 sq.ft. to 780 sq.ft. This increased capacity will allow the new restroom to better serve the campground users, minimizing long wait times in the summer (people flow) while meeting ADA requirements, and better accommodate all around use of the facility. The existing restroom facility will be demolished and removed from the park. This project is consistent with the current and future use of the Metzler Park campground. A new master plan for Metzler Park is planned for 2020 and will address the feasibility of campsite expansion and diverse outdoor recreation (i.e. disc golf course) needs.

**B. CONSISTENCY With STATEWIDE PRIORITIES - SCORP Criteria (0-20 points)**

**To what extent does the project address ONE OR MORE of the following FOUR (1-4) priorities identified in the 2013-2017 SCORP?**

1. MAJOR REHABILITATION projects involve the restoration or partial reconstruction of eligible recreation areas and facilities. If the project includes major rehabilitation, please check all that apply:

the recreation area or facility is beyond its normal life expectancy,|the recreation area or facility does not meet health and safety codes/requirements,|the recreation area or facility requires rehabilitation to ensure critical natural resource protection,|the recreation area or facility does not meet access requirements of the Americans with Disabilities Act,|changing recreation needs (e.g., changes in demographics within the service area) dictate a change in the type of recreation area or facility provided.

a) Please list the specific facilities that are in need of rehabilitation. Upload photos in the Attachments tab showing the facilities in need of rehabilitation.

Facility: Metzler Park Campground restroom and shower facility. This is a modular unit, built in 1977 and placed into service at that time. It is approximately 250 square feet, with three unisex restrooms and two shower stalls. The restroom facility is also supported by a septic system that will be reused/upgraded for the new facility. There are two 1,000 gallon septic tanks. One tank collects solid waste, the other collects gray matter waste.

b) If only part of the project is rehabilitation, approximately what percentage of the project is rehabilitation?

100% rehabilitation

**2. NON-MOTORIZED TRAIL CONNECTIVITY.** Trail connectivity involves linking urban trails to outlying Federal trail systems; linking neighborhood, community and regional trails; connecting community parks and other recreational public facilities; connecting parks to supporting services and facilities; connecting neighboring communities; and providing alternative transportation routes. To what extent does the project address non-motorized trail connectivity?

This project is unique in that it supports trail and community connectivity through the use of the Clackamas River and major tributaries (i.e. Clear Creek), in addition to regional land based trails. Work is currently in progress to develop a river trail system among parks and other open space facilities within the Clackamas River watershed involving federal, state, local and non-profit organizations. Metzler Park is located along Clear Creek, and is part of the Clackamas River Trail system, with approximately 0.75 miles of creek frontage and 2.5 miles of walking trails. This project directly supports active recreation in the park including swimming, boating, hiking, running, bicycling and other outdoor activities that make use of the day use area as a centralized staging area for dispersed recreation on non-motorized trails, rivers and bike ways. These active, outdoor recreationists all require access to public restroom facilities that are clean and safe and with enough capacity to meet the increasing public demand.

**3. ACTIVE PARTICIPATION** projects support or provide a base for individual active participation. 'Active' means those forms of recreation that rely predominantly on human muscles and includes walking, sports of all kinds, bicycling, running, and other activities that help people achieve currently accepted recommendations for physical activity. To what extent does the project support or improve access to individual active participation?

Similar to question #2 above, this project directly supports active, outdoor recreation in the park including swimming, boating, hiking, walking, running, bicycling, or just simply recreating on playground equipment. These active, outdoor recreationists all require access to public restroom facilities that are clean and safe and with enough capacity to meet the increasing public demand.

**4. SUSTAINABILITY.** To what extent does the project address sustainability recommendations for OPRD-administered grant programs? Please see Chapter Seven (pages 115-117) of the SCORP for sustainability recommendations for land acquisition, new facility development, major rehabilitation, and trail projects.

Clackamas County Parks are not currently recognized as a leader in sustainable practices for managing and maintaining our parks facilities and infrastructure. We have recently adopted a Managing for Results (MFR) strategy which focuses our efforts on lean management and operation efficiencies in the areas of cleanliness, health, and safety. One of the initial steps to help advance this effort was to align ourselves with partners who had



developed sustainable goals and strategies for their own business or organization. When considering this project, the Project Management Team researched restroom manufacturers that would align with our emerging sustainability principals and meet a number of sustainability objectives for Clackamas County Parks including: 1) Use of green technologies and/or Low Impact Design (LID); 2) Use of renewable/sustainable practices in manufacturing the product; 3) Adapt new green products/materials to existing park infrastructure or footprint. As the MFR Strategic Plan evolves, we anticipate this project will serve as a springboard to advancing a broader sustainability focus in our parks and lead to an increasing number of projects and practices with a core green, renewable or LID commitment. Our initial plan is to require that all future projects and practices consider sustainable alternatives for implementation.

### **C. LOCAL NEEDS AND BENEFITS - SCORP Criteria (0-30 points)**

1. A map clearly identifying the project location and UGB or unincorporated community boundary or Tribal community boundary drawn on it must be uploaded in the attachments section of this application. Is your project in a CLOSE-TO-HOME area (located within an urban growth boundary (UGB), unincorporated community boundary, or a Tribal Community) or in a DISPERSED AREA (located outside of these boundaries)?

DISPERSED AREA

**2. Please identify how the project satisfies county-level needs by using priorities identified in one of the following local public planning processes. See SCORP Chapter 5, Pgs 86-102 for specific county priorities.**

a) Public Recreation Provider Identified Need - Does the project satisfy county-level needs identified by the Public Recreation Provider Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county. Please use either the Close-to-Home Priorities or Dispersed Area Priorities, not both.

In the SCORP Statewide Needs Assessment, facilities (i.e. restrooms) for campground and recreation areas under Public Recreation Provider in Clackamas County ranked among the highest needs as shown in the Dispersed Areas (5.0). As such, the Metzler Park Campground Restroom Replacement Project does address and meet the statewide needs identified in SCORP and highlighted as a priority funding investment.

b) Oregon Resident Identified Need - Does the priority project satisfy county-level need identified by the Oregon Resident Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county.

The Oregon Resident Identified Need, at the County level, shows access to trails, rivers, small picnic shelters/picnic areas are the highest ranked priorities. This project will allow Clackamas County Parks to better meet the high priority Oregon Resident needs by rehabilitating an aging, outdated, and unsafe restroom facility to meet the user demand. As such, the Metzler Park Campground Restroom Replacement Project does address and meet the Oregon Resident needs identified in SCORP and highlighted as a priority funding investment.

c) Local Planning -To what extent does the project satisfy priority needs, as identified in a current local planning document (park and recreation master plan, city or county comprehensive plan, trails master plan, transportation system plan or bicycle and pedestrian plan)?

This project is consistent with the current master plan in place for Metzler Park. Clackamas County Park staff meet monthly with its County Parks Advisory Board (PAB) to review projects and identify emerging needs. These meetings are open to the public. During the FY16/17 and 17/18 budget process, the PAB reviewed the County Parks Capital Improvement Plan (CIP) and the 2012 Comprehensive Deferred Maintenance Schedule and recommended that projects impacting the health and safety of park users be given the highest priority as funding comes available. The PAB identified the Metzler Park Campground Restroom Replacement project as a high

priority and recommended it be included in the FY 18-19 County Parks Budget. It should be noted the Metzler Park restroom has been on the Clackamas County Parks' Capital Improvement Plan since fiscal year 2008-09, but has been continually deferred because of prior funding constraints.

d) Public Involvement Effort - If the project is not included in a current local planning document, describe the public involvement effort that led to the identification of the priority project including citizen involvement through public workshops, public meetings, surveys, and local citizen advisory committees during the project's planning process.

Many citizens coming to our parks find the opportunity to provide comments to our park rangers and camp hosts. Overwhelmingly, this feedback shows support for replacing obsolete and failing facilities. In September of 2015 and 2017, Clackamas County Parks Division, with assistance of the County's Public and Government Affairs (PGA) Department, conducted a survey of park and campground users. More than 90% of the respondents identified health, safety and customer service as the top priorities for our county park facilities. The Metzler Park Camp Ground Restroom Replacement Project is consistent with meeting the public's need for clean, healthy and safe park facilities as cited in the 2015 and 2017 surveys and the recently adopted Clackamas County Strategic Plan - Managing for Results.

#### **D. LONG TERM COMMITMENT TO MAINTENANCE – SCORP Criteria (0-15 points)**

1. How will the project's future maintenance be funded? Please include specific maintenance funding sources such as tax levies, fee increases, and other funding sources which will be used. A Resolution to Apply submitted with this application should address funding for on-going operation and maintenance for this project.

Funding for operations and maintenance of park facilities is identified as an allocated expense as a part of Clackamas County Parks annual budgeting process. Park funding, including ongoing operations and maintenance expenditures, are generated through diverse revenue streams coming from park user fees, net proceeds from County Park's Stone Creek Golf Club, lease revenue from County Park's Boones Ferry Marina, the Oregon State RV licensing allocation, and the net proceeds from Clackamas County Forest's timber harvest program. Because this is a rehabilitation (replacement) of an existing facility, no new operations and maintenance requirements are anticipated.

2. How much do you expect to spend annually or how many staff hours will be needed to maintain the completed project?

The annual parks maintenance budget for all County Park facilities is approximately \$100,000. Staff will expense operation and maintenance costs for this new restroom against this line item. In addition, County Parks employs 1 full time Park Ranger, 5 seasonal ranger assistants (May-October) and two off-season, part time park assistants (November- April) and 1 Park Caretaker (year round) to provide the operation and maintenance services required to support Metzler Park and the proposed project

3. Do you have partnerships with other agencies or volunteer maintenance? Provide documentation such as letters of support from volunteer organizations, cooperative agreements, donations, or signed memoranda of understanding to demonstrate commitment to maintenance.

All maintenance for this restroom facility will be performed by Clackamas County Parks staff.

#### **E. OVERALL SITE SUITABILITY (0-10 points)**

1. To what extent is the site suitable for the proposed development?

This site is expressly suitable for the proposed project as the existing restroom facility is currently in use on the project site. LUCS has been reviewed and approved by County Planning staff. Existing infrastructure will be reconnected to service the new restroom facility where possible. The existing septic and drain field will be

evaluated and will be upgraded if necessary to accommodate increased capacity. Because the site is already in use for the modular restroom, there will be minimal soil disturbances in this location. The site is located within the camp ground area of the park and will address the high use and demand at the site.

2. Also describe the extent to which the site or project design minimizes negative impacts on the environment and surrounding neighborhood and integrates sustainable elements.

There is no adverse impact to the site, environment, or surrounding properties. This project location is well within the boundaries of Metzler Park and is consistent with county zoning and building code requirements for setback, environmental protection or construction impacts on neighboring properties. The new restroom building will be set on the existing restroom site, minimizing soil disturbances. Utilities will be evaluated and will make use of existing electrical, plumbing, and septic infrastructure to be as sustainable as possible. The site, as described in #1 above, is ideally suited to support the replacement restroom facility. The new restroom will replace an aging and failing structure with modern and more sustainable construction materials.

## **F. COMMUNITY SUPPORT (0-5 points)**

1. To what degree can you demonstrate community support for the project? Can you provide letters of support and/or survey analysis? If yes, please include supporting documentation with this application.

The Clackamas County Parks Advisory Board (PAB) is a diverse, 11 member board made up of county residents who represent the broad community at large. This board has prioritized capital projects as those benefiting life, health and safety of the public. A support letter from the PAB for this project is included as an attachment with this grant application. Many citizens coming to our parks also find the opportunity to provide comments to our Park Rangers and Camp Hosts. Overwhelmingly, their feedback shows support for replacing obsolete and failing facilities. In September of 2015 and 2017, Clackamas County Parks, in conjunction with Clackamas County Public and Government Affairs (PGA), conducted a survey of recent County park and campground users. More than 90% of the respondents identified health and safety as the top priorities for our county park facilities. The Metzler Park Camp Ground Restroom Replacement Project is consistent with meeting the public and community support for clean, safe and healthy park facilities as cited in the 2015/17 survey and the adopted Clackamas County Strategic Plan - Managing for Results.

## **G. FINANCIAL COMMITMENT (0-10 points)**

1. What is the source of local matching funds for the project? A Resolution to Apply must be submitted with this application to indicate a commitment of local match funding for the project.

A Resolution to Apply was signed by the Clackamas County Board of County Commissioners on March 29, 2018, and is attached to this application. Local matching funds have been budgeted in the Clackamas County Parks fiscal year 2018-19 budget. Park funding, including capital requirements, are generated through diverse revenue streams coming from park user fees, net proceeds from County Park's Stone Creek Golf Club, lease revenue from County Park's Boones Ferry Marina, the Oregon State RV licensing allocation, and the net proceeds from Clackamas County Forest's timber harvest program.

2. Project applicants are encouraged to develop project applications involving partnerships between the project applicant, other agencies, or non-profit organizations. Project applicants are also encouraged to demonstrate solid financial commitment to providing necessary project maintenance and upkeep. To what extent does the project involve partnerships with other agencies or groups? Are donations and/or funding from other agencies or groups secured?

Clackamas County Parks strives to partner on projects with other agencies and organizations whenever possible. The scope of this project did not lend itself to seek partnerships for the purpose of the application. Clackamas County Parks, as the owner/applicant, has stable financial funding in its budget to support the ongoing operations and maintenance of the new restroom facility. Other recent projects of Clackamas County Parks, including Madrone

Wall Park, Carver Boat Ramp Bank Rehabilitation, Boring Station Playground Structure and Feyrer Park Shelter all demonstrate where County Parks successfully partnered with local community and non-profit organizations

### 3. To what extent has funding been secured to complete the project?

Matching funds for this project are identified and included in the proposed Clackamas County Parks 2018-19 budget. The Parks Advisory Board has recommended this project as a high priority for funding. The County Parks budget will be brought forward to the Board of County Commissioners as part of the ongoing public budgeting process with recommendation for adoption consistent with the Resolution to Apply, signed by the Board on March 29, 2018. No adverse decisions are anticipated.

## H. ACCESSIBILITY COMPLIANCE

### 1. Does your agency have a board or city council adopted/approved ADA Transition Plan and/or Self Certification?

Yes.

### 2. How will your proposed project meet current accessibility standards?

This new restroom facility, including site preparation, will provide ADA accessible stalls, toilets, showers, sinks, sidewalks and ramps.

## I. READINESS TO PROCEED

### 1. Have you submitted a signed Land Use Compatibility Statement with this application?

true

### 2. Have you submitted construction or concept plans with this application?

true

### 3. List required permits and status of permit applications for the project (i.e. Corps of Engineers, Division of State Land, Building Permits, etc.). Describe any possible delays or challenges that could occur in receiving permits.

Clackamas County Parks will apply for the required county building permits for the new restroom at the time an award of the grant is made. No anticipated land use challenges are expected. Clackamas County Planning and Zoning official has signed off on the Land Use Compatibility Statement, and has agreed to a pre-application conference prior to submitting for our building permit. Contract service will be sought for plumbing, electrical, septic, and flatwork for this project with the requirement that contractors obtain permits for their specific trade work.

## J. ACTIVE AND PAST GRANTS PERFORMANCE

### 1. Describe your performance and compliance with all active and past OPRD grant awards.

County Parks has successfully been awarded a number of OPRD and OSMB grants in recent years. Recent OPRD projects include the Clackamas County Playground Replacement Project (complete; on time/on budget); Feyrer Park Campground Restroom Replacement project (construction in progress); and Barton Bark Day Use Restroom Replacement project (not yet started). It is anticipated that the Feyrer Park Campground Restroom Replacement project will be completed by the time consideration of the 2018 LGGP award is being made, leaving just the Barton Park project as the only open OPRD project. The most recent OSMB grant was a \$405,000 project to replace the docks at Hebb Park. This project was completed in June, 2017, on time and on budget.

## Applicant Certification

As an authorized representative of **Clackamas County** , I certify that the applicant agrees that as a condition of receiving Local Government Grant Program assistance, it will comply with all applicable local, state and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules Chapter 736, Division 6, for the Distribution of State Funding Assistance to Units of Local Government for Public Parks and Recreation and OPRD's Procedures Manual for the program.

I also certify that to my best knowledge, information contained in this Application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.

**Rick Gruen, 03/29/2018**

▼ 18 Files

No Comments

▼ 6 Logged Events



# Oregon

Kate Brown, Governor

## Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

[www.oregonheritage.org](http://www.oregonheritage.org)

August 30, 2018

Mr. Mark Cowan  
Oregon Parks and Recreation Department  
725 Summer St NE STE C  
Salem, OR 97301



RE: SHPO Case No. 18-1363

OPRD LGGP Grant ID 4575, Clackamas County, Metzler Park Campground Restroom Replacement

Replace failing restroom facility

4S 4E 18, Estacada, Clackamas County

Dear Mr. Cowan:

We have reviewed the materials submitted on the project referenced above and we concur there will be no historic properties affected for this undertaking.

This letter refers to above-ground historic resources only. Comments pursuant to a review for archaeological resources will be sent separately.

This concludes the requirement for consultation with our office under Section 106 of the National Historic Preservation Act (per 36 CFR Part 800) for above-ground historic properties. Local regulations, if any, still apply and review under local ordinances may be required. Please feel free to contact me if you have any questions, comments or need additional assistance.

Sincerely,

Jessica Gabriel

Historian

(503) 986-0677

[Jessica.Gabriel@oregon.gov](mailto:Jessica.Gabriel@oregon.gov)



# Oregon

Kate Brown, Governor

## Parks and Recreation Department

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September 20, 2018

Mr. Mark Cowan  
Oregon Parks and Recreation Department  
725 Summer St NE STE C  
Salem, OR 97301

RE: SHPO Case No. 18-1363

OPRD LGGP Grant ID 4575, Clackamas County, Metzler Park Campground Restroom Replacement

Replace failing restroom facility

4S 4E 18, Estacada, Clackamas County

Dear Mr. Cowan:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains. In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA). If you have any questions about the above comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin, Ph.D., RPA

State Archaeologist

(503) 986-0674

[dennis.griffin@oregon.gov](mailto:dennis.griffin@oregon.gov)

# Inadvertent Discovery Plan for Cultural Resources

Oregon Parks and Recreation Department • Local Government Grant Program

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**The Inadvertent Discovery Plan (IDP) should be followed if cultural materials, including human remains, are encountered during construction.**

## **Protocol for coordination in the event of inadvertent discovery:**

- In the event of an inadvertent discovery of possible cultural materials, including human remains, all work will stop immediately in the vicinity of the find. A 30 meter buffer should be placed around the discovery with work being able to proceed outside of this buffered area unless additional cultural materials are encountered.
- The area will be secured and protected.
- The project manager/land manager will be notified. The project/land manager will notify the State Historic Preservation Office (SHPO). If possible human remains are encountered, the Oregon State Police, Commission on Indian Services (CIS), SHPO, and appropriate Tribes will also be notified.
  - **Oregon State Police:** ..... Chris Allori 503-731-4717
  - **CIS:** ..... Karen Quigley 503- 986-1067
  - **Appropriate Tribes:** .... As designated by CIS
  - **SHPO:** ..... Dennis Griffin 503-986-0674 or John Pouley 503-986-0675.
- No work may resume until consultation with the SHPO has occurred and a professional archaeologist is able to assess the discovery.
- If human remains are encountered, do not disturb them in any way. *Do not call 911.* Do not speak with the media. Secure the location. Do not take Photos. The location should be secured and work will not resume in the area of discovery until all parties involved agree upon a course of action.
- A professional archaeologist may be needed to assess the discovery and they will consult with SHPO and appropriate Tribal Governments to determine an appropriate course of action.
- Archaeological excavations may be required. This is handled on a case by case basis by the professional archaeologist and project manager, in consultation with SHPO and appropriate Tribes.

## **When to stop work:**

Construction work may uncover previously unidentified Native American or Euro-American artifacts. This may occur for a variety of reasons, but may be associated with deeply buried cultural material, access restrictions during project development, or if the area contains impervious surfaces throughout most of the project area which would have prevented standard archaeological site discovery methods.



Work must stop when the following types of artifacts and/or features are encountered:

***Native American artifacts may include (but are not limited to):***

- Flaked stone tools (arrowheads, knives scrapers etc.)
- Waste flakes that resulted from the construction of flaked stone tools
- Ground stone tools like mortars and pestles
- Layers (strata) of discolored earth resulting from fire hearths. May be black, red or mottled brown and often contain discolored cracked rocks or dark soil with broken shell
- Human remains
- Structural remains- wooden beams, post holes, fish weirs.

***Euro-American artifacts may include (but are not limited to):***

- Glass (from bottles, vessels, windows, etc.)
- Ceramic (from dinnerware, vessels, etc.)
- Metal (nails, drink/food cans, tobacco tins, industrial parts, etc.)
- Building materials (bricks, shingles, etc.)
- Building remains (foundations, architectural components, etc.)
- Old Wooden Posts, pilings, or planks (these may be encountered above or below water)
- Remains of ships or sea-going vessels, marine hardware, etc.
- Old farm equipment may indicate historic resources in the area
- Even what looks to be old garbage could very well be an important archaeological resource.

***When in doubt, call it in!***

**Proceeding with Construction**

- Construction can proceed only after the proper archaeological inspections have occurred and environmental clearances are obtained. This requires close coordination with SHPO and the Tribes.
- After an inadvertent discovery, some areas may be specified for close monitoring or 'no work zones.'
- Any such areas will be identified by the professional archaeologist to the Project Manager, and appropriate Contractor personnel.
- In coordination with the SHPO, the Project Manager will verify these identified areas and be sure that the areas are clearly demarcated in the field, as needed.



## Request for Reimbursement Guide

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All **Progress Reports** and **Reimbursement Requests** must be submitted using OPRD's online grant application and management system. An account with [OPRDgrants.org](http://OPRDgrants.org) is required for access.

For detailed instruction on how to submit Progress Reports and Reimbursement Requests, see the ***Grant Reporting and Reimbursement Instructions*** at:

- > [oprdrants.org](http://oprdrants.org)
- > Grant Programs
- > Local Government
- > Application and Forms
- > ***Grant Reporting and Reimbursement Instructions***

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- Progress Report**
- Project Bills / Invoices**
- Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** or **Check Ledger Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site, for the project file. Digital pictures can be attached to any Progress Report or Request for Reimbursement. For **Planning Projects**, rather than pictures, please submit a digital copy of the final **Planning Document**.

- Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:

Mark Cowan  
Grant Program Coordinator  
[mark.cowan@oregon.gov](mailto:mark.cowan@oregon.gov)  
503-986-0591  
[www.ore.gov/OPRD/GRANTS/index.shtml](http://www.ore.gov/OPRD/GRANTS/index.shtml)



October 11, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Confidential Information Sharing Agreement regarding the local workforce system and approval of resolution appointing the then-sitting Clackamas County Commission Chair as chief elected official solely for purposes of the Workforce Innovation and Opportunity Act.

<b>Purpose/ Outcomes</b>	Approval of a Confidential Information Sharing Agreement for the purpose of operating a statewide integrated workforce system. Approval of resolution naming the then-sitting Clackamas County Commission Chair CEO for purposes of the Workforce program.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	July 1, 2018 – June 30, 2019
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Build Public Trust Through Good Government 2. Grow a Vibrant Economy
<b>Contact Person</b>	Cindy Moore, Business & Community Services, Economic Development Division, 503-742-4328

**BACKGROUND AND SUMMARY:**

The Intergovernmental Agreement for Confidential Information Sharing allows access to and exchange of confidential information and data between the State of Oregon Employment Department and other parties for the purpose of operating a statewide integrated workforce system. The Agreement is authorized by the federal Workforce Innovation and Opportunity Act, and requires the authorization of the Chief Elected Official for each Local Workforce Development Board, in addition to signature of leadership from the LWB.

This Agreement has been reviewed and approved by County Counsel.

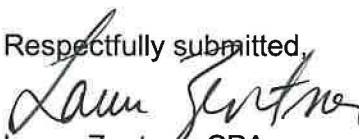
The resolution appoints the then-sitting Clackamas County Commission Chair as chief elected official solely for purposes of the Workforce program. The Board of Commissioners as a whole previously served as CEO for purposes of the program, but the State has represented that an individual elected official must serve that position for purposes of the Confidential Information Sharing agreement.

**ATTACHMENTS:**

- Intergovernmental Agreement for Confidential Information Sharing
- Workforce Innovation and Opportunity Act Chief Elected Official Designation Resolution

**RECOMMENDATION:**

Staff respectfully recommends that the Board approve the Confidential Information Sharing Agreement and approve of resolution appointing the then-sitting Clackamas County Commission Chair as CEO for purposes of the Workforce program.

Respectfully submitted,  
  
Laura Zentner, CPA  
Director, Business & Community Services

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of the Workforce  
Innovation and Opportunity Act  
Chief Elected Official Designation



Board Order No. \_\_\_\_\_

*Page 1 of 2*

**Whereas**, the federal Workforce Innovation and Opportunity Act, 29 U.S.C.A. § 3101 *et. seq.* (the “Act”) contemplates creation of designated local areas within the State of Oregon for purposes of carrying out the functions of the Act; and

**Whereas**, the Act contemplates designation of a chief elected official and the establishment of a local workforce development board in each local area; and

**Whereas**, Clackamas County has been designated a local area under the Act; and

**Whereas**, the Board of County Commissioners has previously served as the chief elected official for the Clackamas County local area; and

**Whereas**, Clackamas Workforce Partnership serves as staff to the local workforce development board for the Clackamas County local area; and

**Whereas**, the State of Oregon, acting through its Employment Department (the “State”), has requested Clackamas County execute, among other things, an Intergovernmental Agreement for Confidential Information Sharing whereby the State may disclose certain confidential information with the Clackamas Workforce Partnership for the purpose of administering state workforce programs under the Act; and

**Whereas**, the State has represented that a specific public official must be designated as the chief elected official under the Act for purposes of permitting its agent, the Clackamas Workforce Partnership, to receive certain confidential information; and

**Whereas**, the Clackamas County Board of County Commissioners agrees that the then-sitting Clackamas County Commission Chair should serve as the CEO for the sole purpose of the Act;

**NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:**

1. Solely for purposes of the Workforce Innovation and Opportunity Act, 29 U.S.C.A. § 3101 *et. seq.*, the then-sitting Clackamas County Commission Chair is hereby appointed the chief elected official, as defined under 29 U.S.C.A. § 3102(9), for the applicable unit of general local government in the applicable local area.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of the Workforce  
Innovation and Opportunity Act  
Chief Elected Official Designation



Board Order No. \_\_\_\_\_  
*Page 2 of 2*

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2018

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



## **AGREEMENT NUMBER 19-001**

### **INTERGOVERNMENTAL AGREEMENT FOR CONFIDENTIAL INFORMATION SHARING LEVEL 3**

This Confidential Sharing Agreement (“Agreement”), effective as of the last date of the last signature signed hereto (the “Effective Date”), is entered into by the State of Oregon, acting by and through its Employment Department (the “Agency”), the Clackamas Workforce Partnership, an Oregon non-profit corporation serving as staff to the Local Workforce Development Board (the “Local Board”), and the Chief Elected Official (“CEO”) for Clackamas County (the Local Government’s Authorized Representative), all individually without distinction a “Party,” and collectively as the “Parties.”

#### **SECTION 1: AUTHORITY**

This Agreement is authorized by 20 CFR § 603.5(e), ORS 657.665(4)(d), ORS 190.110 and Administrative Policy, allowing disclosure of confidential information to partners under the federal Workforce Investment Opportunity Act of 2014 for the purpose of administering state workforce programs under the Act. The information disclosed is confidential and may not be used for any other purpose.

Regulations at 20 CFR 603.10(a)(2) permit an agent of a public official to receive confidential information. For disclosures referred to in 20 CFR 603.5(f) (to an agent of a public official), the Agency must enter into a written, enforceable agreement with the public official responsible for ensuring that the agent or contractor complies with the safeguards of 20 CFR 603.9 including unauthorized access, redisclosure or unauthorized disclosure. This Agreement is terminable if the Agency determines that the safeguards in the Agreement are not adhered to.

#### **SECTION 2: PURPOSE**

- 2.1 This Agreement is to allow access to and exchange of confidential information and data between Agency and all other parties for the purpose of operating a statewide, integrated workforce system.
- 2.2 This Agreement pertains to two primary data systems used by the Integrated Workforce System partners:
  - 2.2.2 WorkSource Oregon Management Information System (“WOMIS”) – The system is maintained by Agency and the Local Board and Workforce Development (“CCWD”) on behalf of all system partners.
  - 2.2.3 iMatchSkills - Contains job seeker and employer data. The data is owned by Agency

and maintained on behalf of all system partners.

- 2.3** Information secured and maintained solely by one party for programs not included in the WorkSource Oregon brand, are specifically excluded from this Agreement.

## **SECTION 3: EFFECTIVE DATE AND DURATION**

This Agreement shall become effective on the date this Agreement has been fully executed. This Agreement will remain in effect until canceled or terminated earlier in accordance with the termination provisions of this Agreement.

## **SECTION 4: AUTHORIZED REPRESENTATIVES**

### **4.1 Agency Agreement Administrator/Authorized Representative is:**

Adalberto Rubio or designee  
875 Union Street NE  
Salem, OR 97311  
Telephone: 503-507-6964  
Email address: [adalberto.rubio@oregon.gov](mailto:adalberto.rubio@oregon.gov)

### **4.2 Local Government's Agreement Administrator/Authorized Representative is:**

Chief Elected Official  
Martha Schrader, Commissioner  
2051 Kaen Road  
Oregon City, OR 97045  
Telephone: 503-655-8581  
Email Address: [mschrader@co.clackamas.or.us](mailto:mschrader@co.clackamas.or.us)

Emily Klepper, Policy Advisor  
Email Address: [Emilykle@co.clackamas.or.us](mailto:Emilykle@co.clackamas.or.us)

### **4.3 Local Board's Agreement Administrator/Authorized Representative is:**

Bridget Dazey, Executive Director  
365 Warner Milne Road, Suite 202  
Oregon City, OR 97045  
Telephone: 503-657-1729  
Email Address: [Bridget.Dazey@clackamasworkforce.org](mailto:Bridget.Dazey@clackamasworkforce.org)

### **4.4 Local Agency Area Manager:**

Kim Freeman  
506 High Street  
Oregon City, OR 97045

Telephone: 971-673-6457

Email Address: [Kimberly.s.freeman@oregon.gov](mailto:Kimberly.s.freeman@oregon.gov)

4.5 A Party may designate a new Authorized Representative by written notice to the other Party.

## **SECTION 5: RESPONSIBILITIES OF EACH PARTY**

### **5.1 Local Board shall:**

- 5.1.1 Only request authorization and access to Agency's network and data by its employees who have a need to know, business use need.
- 5.1.2 Upon request, provide to Agency its Resource Access Control Facility Identification Numbers (RACF IDs) that are to be mapped to an Agency General Resource Profile in order for access to be setup.
- 5.1.3 Audit accounts created within this Agreement every 6 months for use. Accounts with no activity over a 60 day period shall be revoked and require a request to be reset. Accounts with no use during a 6 month period shall be revoked and terminated.
- 5.1.4 Have access to client information that is in WOMIS and iMatchSKills; specifically name, address, social security number, whether they are an unemployment insurance claimant, last employer disclosed, disability status or any other information necessary to:
  - 5.1.4.1 Determine both Workforce Investment Opportunity Act Title 1B and Wagner-Peyer eligibility for services, provide effective services;
  - 5.1.4.2 Meet federal reporting requirements for registered and enrolled customers; and
  - 5.1.4.3 Provide integrated WorkSource Oregon services to business and job seekers including determining eligibility for services, registration, welcome process, job getting, skill development, business services and performance reporting.
- 5.1.5 Only release or share job seeker customer's information upon receiving informed consent authorizing that the information may be shared or disclosed, and notice is provided that a consent or authorization is on file or secured electronically within the workforce system, as required under the federal Privacy Act and OAR 471-010-0115. The collected information may be released or shared through electronic access, fax, electronic mail, in writing and verbally (20 CFR 603.10(b)(iii)).
- 5.1.6 Ensure shared information and data is to provide the highest level of customer service and system coordination to both the job seeker and business customers;
- 5.1.7 Administer, control and monitor access and use of the records obtained under this Agreement to ensure that the confidential nature of the information is preserved;
- 5.1.8 Ensure that the following safeguards are implemented and maintained throughout the term



of this Agreement:

5.1.8.1 Appoint a management employee to supervise access and maintain training of its staff;

5.1.8.2 Develop procedures that:

- i. Ensure only its employees with a need to know have access to confidential records and only as needed;
- ii. Ensure that confidential records, either in electronic format or reduced to readable media, are retained and stored in a physically secured location to prevent access by unauthorized persons; (20 CFR 603.9(b));

5.1.8.3 Prohibit duplication and re-disclosure of confidential records, including specifically that such confidential records will not be disclosed to any private entity such as a credit reporting bureau or collection agency. Information shall not be re-disclosed except by the Parties of this Agreement to the customer or employer who is the subject the information (20 CFR 603.9(c)):

- i. Any request for re-disclosure of Party information referenced in this Agreement shall be forwarded to that Party for disposition.
- ii. The Agency retains the legal authority to disclose Unemployment Information to persons or entities that are not the customer or employee who is the subject of information as otherwise permitted by law (20 CFR 603.9(c)(i) and ORS 657.665).
- iii. Ensure timely destruction of confidential records, either in electronic format or reduced to readable media, after their intended use.

5.1.9 Provide training in confidentiality procedures to its employees authorized to view confidential records being disclosed under this Agreement;

5.1.10 Ensure its employees with access to this information have been instructed about confidentiality requirements and sanctions for unauthorized disclosure and will adhere to State (ORS 657.665 (7)) and Federal (20 CFR 603.9(b)) requirements and procedures. (See also Attachment 3);

5.1.11 Report any violation of this Agreement immediately and in full to the Agency Agreement Administrator; and

5.1.12 Ensure that confidential data received from Agency under the terms of this Agreement are not transferred to or stored on laptop computers or portable storage devices such as USB keys and external hard drives.

5.1.13 Shall complete an Annual Implementation Audit Certification form (Attachment 1) to be

completed and submitted to the Agency upon request and on or before January 15th of each year the Agreement is in force and effect per Section 29.

5.1.14 Contact Agency's Agreement Administrator for the following:

5.1.14.1 When a new network user account is needed. New network user accounts require First name, M.I. (middle initial) and Last name.

- i. Local Board's Agreement Administrator shall submit a request to Agency's Agreement Administrator requesting authentication and required access rights to the specific Agency network application.

5.1.14.2 When a new RACF ID account is needed. New RACF ID accounts require First name, M.I. and Last name.

- i. To access Agency mainframe data, transaction IDs or screens controlled by Agency's Lightweight Directory Access Protocol (LDAP) or RACF, there is a requirement for users to have a "HEXxxxx" ID assigned in order to properly connect. The Local Board's Agreement Administrator shall submit a request to Agency's Agreement Administrator requesting authentication and required access rights to the specific Agency mainframe data. Local Board may alternatively require its own RACF group, containing Local Board RACF IDs, to be mapped to an Agency general resource profile. These accounts are used to authenticate a user.

5.1.14.3 When a network account needs a password reset because of account lockout. Agency's Agreement Administrator shall submit a request to OED\_HELPDESK@oregon.gov with the network user account and full user name. Request from individual users will be forwarded to the Local Board Agreement Administrator for validation.

5.1.14.4 When a RACF ID account needs a password reset because of account lockout. Local Board's Agreement Administrator shall submit a request to OED\_RACF\_EMPLOYMENT@oregon.gov with the RACF ID and full user name. Requests from individual users will be forwarded to Local Board's Agreement Administrator for validation.

5.1.14.5 When a network or RACF ID account is no longer needed:

- i. Local Board's Agreement Administrator shall promptly submit a user deletion request to OED\_RACF\_EMPLOYMENT@oregon.gov when a user's access to Agency's network or data is no longer needed.
- ii. Agency RACF administrators will submit to Local Board a list of active accounts at least every 6 months or upon request from Local Board. Local Board shall verify and validate the list of current accounts against actual users. Local Board shall report back to the Agency RACF administrator

immediately upon identification, any active accounts that need to be removed.

## **5.2 Agency shall:**

5.2.1 Share confidential records in the Agency's data systems, subject to the terms and conditions of this Agreement, provided however, Agency expressly reserves the right, without notice, to deny access to any portion of such information as Agency, in its sole discretions, deems necessary or prudent;

5.2.2 Section 1137 of the Social Security Act requires certain Federally-funded, State-administered public assistance programs to establish procedures for obtaining, using and verifying information relevant to determinations as to eligibility and the amount of assistance. The Agency must maintain information, as enumerated in § 435.960, to exchange for the purpose of enabling any agency or program referenced in § 435.945(b) to verify income, eligibility of, and the amount of assistance for its applicants and recipients; and

5.2.3 Provide access to Local Board similar to Agency's Workforce Operations user profiles.

## **SECTION 6: COMPENSATION AND PAYMENT TERMS**

No consideration for expenses incurred by any Party for the operation and maintenance of the systems described in Section 2, including costs of accessing data and information, shall be included in this Agreement.

## **SECTION 7: REPRESENTATIONS AND WARRANTIES**

Local Board represents and warrants to Agency that:

7.1 The Local Board is duly organized and validly existing. Local Board has the power and authority to enter into and perform this Agreement;

7.2 The making and performance by Local Board of this Agreement (a) have been duly authorized by Local Board, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Board charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Board is party or by which Local Board may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Board of this Agreement, other than those that have already been obtained; and

7.3 This Agreement has been duly executed and delivered by the Local Board and constitutes a legal, valid and binding obligation of Local Board enforceable in accordance with its terms.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Local Board.

## **SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Board that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL BOARD, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 9: CONTRIBUTION**

9.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9 with respect to the Third Party Claim.

9.2 With respect to a Third Party Claim for which Agency is jointly liable with Local Board (or would be if joined in the Third Party Claim ), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Board in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Board on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The

relative fault of Agency on the one hand and of Local Board on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

9.3 Notwithstanding the foregoing, Local Board shall have control of the defense and settlement of any Third Party Claim described in this section 9. However, neither Local Board nor any attorney engaged by Local Board shall defend the Third Party Claim in the name of the State of Oregon or any Agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Local Board settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Local Board is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

9.4 With respect to a Third Party Claim for which Local Board is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Board shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Board on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Board on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Board contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **SECTION 10: LOCAL BOARD DEFAULT**

Local Board will be in default under this Agreement upon the occurrence of any of the following events:

10.1 Local Board fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

10.2 Any representation, warranty or statement made by Local Board in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Board is untrue in any material respect when made;

10.3 Local Board (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

10.4 A proceeding or case is commenced, without the application or consent of Local Board, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Board, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Board or of all or any substantial part of its assets, or (c) similar relief in respect to Local Board under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Board is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 11: AGENCY DEFAULT**

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 12: REMEDIES**

12.1 In the event CEO or Local Board is in default under Section 10, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 14, (b) requiring Local Board to perform, at Local Board expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, or (c) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

12.2 In the event Agency is in default under Section 11 and whether or not CEO or Local Board elects to exercise its right to terminate this Agreement under Section 14.3, or in the event Agency terminates this Agreement under Section 14.2, in no event will Agency be liable to Local Board for any expenses related to termination of this Agreement or for anticipated profits.

## **SECTION 13: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 14: TERMINATION**

14.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

14.2 Agency may terminate this Agreement as follows:

14.2.1 Upon 30 days advance written notice to Local Board;

14.2.2 Immediately upon written notice to Local Board, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

14.2.3 Immediately upon written notice to Local Board, if Local Board is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Board;

14.2.4 Immediately upon written notice to Local Board, if Local Board, or any of its officers, employees, discloses or uses the information provided pursuant to this Agreement in any way other than as provided in this Agreement or if any such use or disclosure violates any applicable state or federal laws;

14.2.5 Immediately upon written notice to Local Board, if Local Board materially breaches a covenant, warranty or obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger Agency's performance under this Agreement in accordance with its terms, and such breach or failure is not cured within 20 days after delivery of the Agency's notice to of such breach or failure, or within such longer period of cure as the Agency may specify in such notice. In the event of a breach by Local Board, further disclosure of information from Agency to Local Board immediately shall cease until Agency is satisfied that the breach has been cured and there will be no further breach; or

14.2.6 As otherwise expressly provided in this Agreement.

14.3 Local Board may terminate this Agreement as follows:

14.3.1 Immediately upon written notice to Agency, if Local Board fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Board reasonable administrative discretion, to perform its obligations under this Agreement;

14.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Board performance under this Agreement is prohibited or Local Board is prohibited from paying for such performance from the planned funding source;

14.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

14.3.4 As otherwise expressly provided in this Agreement.

14.4 Notwithstanding Section 27 of this Agreement, upon expiration or termination of this Agreement, Local Board shall surrender to Agency all information obtained from Agency (and any copies thereof) which has not previously been returned to Agency.

## **SECTION 15: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 16: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 17: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 13, 15 and 17 hereof and those rights and obligations that by their express terms survive termination of this



Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 18: SEVERABILITY**

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

## **SECTION 19: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## **SECTION 20: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

## **SECTION 21: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that CEO and Local Board are not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 22: INTENDED BENEFICIARIES**

Agency, CEO, and Local Board are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 23: FORCE MAJEURE**

None of the Parties are responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its

obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Board after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 24: ASSIGNMENT AND SUCCESSORS IN INTEREST**

CEO and Local Board may not assign or transfer their interest in this Agreement without the prior written consent of Agency and any attempt by Local Board to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Board assignment or transfer of its interest in this Agreement will not relieve Local Board of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 25: SUBCONTRACTS**

Local Board shall not enter into any subcontracts for any of the work required of Local Board under this Agreement.

## **SECTION 26: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 27: RECORDS MAINTENANCE AND ACCESS**

CEO and Local Board shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Board shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Board, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Board performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Board, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Board acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Board shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required

by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Board shall maintain Records in accordance with the records retention schedules set forth in OAR chapter 166.

## **SECTION 28: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

## **SECTION 29: AUDIT REQUIREMENT**

29.1 CEO and Local Board shall complete and submit electronically to Agency at [OED\\_AUDIT\\_CERT@oregon.gov](mailto:OED_AUDIT_CERT@oregon.gov) a Confidential Information and Data Sharing Annual Implementation Audit report (Attachment 1) upon request of Agency, and annually on or before January 15<sup>th</sup> of each year. The e-mail must contain this Agreement number in the subject line. Pursuant to OAR 471-010-0125, all written agreements with entities other than “Hosted Workers” that have access to Agency information shall stipulate that, no less than once a year, the entity shall conduct an audit of the processes by which the entity implements the agreements(s). The audits shall include, but are not limited to:

- 29.1.1 How is access to Agency information granted;
- 29.1.2 How is access to Agency information controlled;
- 29.1.3 Why access to Agency information is granted, based on OAR 471-010-0105 and ORS 657.665;
- 29.1.4 Who is accessing Agency information;
- 29.1.5 What specific program(s) within the entity need access to Agency information;
- 29.1.6 Which specific positions within the program(s) need access to Agency information;
- 29.1.7 What specific Agency information is needed;
- 29.1.8 Agency shall have final authority to determine whether CEO and Local Board are in compliance with the procedures in OAR 471-010-0125(1).

## **SECTION 30: ON-SITE INSPECTIONS**

Pursuant to 20 CFR § 603.10(b)(1)(vi), Agency may conduct on-site inspections of any areas of CEO and Local Board where confidential Agency information is used or stored, on a schedule to be determined by Agency, to assure that the requirements of 20 CFR Part 603 and ORS 657.665 are being met.

## **SECTION 31: FEDERAL PRIVACY ACT**

31.1 In order for a government agency to obtain or use an individual’s Social Security Number for a particular purpose, the Privacy Act of 1974 (5 U.S.C. 552a) requires the

government agency to establish its authority to request that the individual disclose his or her Social Security Number, and to inform the individual whether that disclosure is mandatory or voluntary, by what statutory or other authority the number is solicited, and what uses will be made of it.

31.2 CEO and Local Board expressly warrants to Agency that any Social Security Numbers to be provided by Agency to Local Board pursuant to this Agreement have been obtained in compliance with the Federal Privacy Act and the intended use of such numbers for the purpose described in this Agreement has been adequately disclosed to the individuals who provided the numbers.

## **SECTION 32: PROTECTION OF CONFIDENTIALITY**

32.1 Pursuant to 20 CFR Part 603, CEO and Local Board expressly warrant to Agency that the information disclosed by Agency to CEO and Local Board under this Agreement shall be used only to the extent necessary for the performance of official duties of CEO and Local Board and shall be disclosed only for the purposes defined in this Agreement and shall not be used for any purposes not specifically authorized in this Agreement.

32.2 CEO's and Local Board's Authorized Representatives and all staff having access to Agency information under this Agreement shall read, sign and submit to Agency's Authorized Representative an Agency Information Security Policy Acknowledgement Form (Attachment 2) and a Commitment to Confidentiality Agreement (Attachment 3) prior to Agreement execution. CEO and Local Board shall require any staff provided access to Agency information under this Agreement after Agreement execution to do the same prior to that staff receiving access to any confidential information.

32.3 CEO assumes responsibility for any misuse or inappropriate disclosure of the information provided by Agency pursuant this Agreement.

32.4 CEO and Local Board shall store the information disclosed by Agency to Local Board in a place physically secure from access by unauthorized persons. If information disclosed by Agency is maintained in electronic format, such as magnetic tapes or discs, Local Board shall store that information in such a way that unauthorized persons cannot obtain the information by any means. If information disclosed by Agency is stored in computer systems, Local Board shall undertake precautions to ensure that only authorized personnel are given access to that information.

32.5 CEO and Local Board shall not re-disclose the information disclosed by Agency to under this agreement.

## SECTION 33: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

### **Clackamas County Chief Elected Officer**

**By:**

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Authorized Signature	Title	Date
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---

Printed Name

### **Local Workforce Development Board**

**By:**

---

Authorized Signature	Title	Date
----------------------	-------	------

---

Printed Name

### **State of Oregon, acting by and through its Employment Department**

**By:**

---

Authorized Signature	Title	Date
----------------------	-------	------

---

Printed Name

**ATTACHMENT 1**

**CONFIDENTIAL INFORMATION AND DATA SHARING  
ANNUAL IMPLEMENTATION AUDIT CERTIFICATION**

Agreement Number:	
Designated Workforce Partner Name:	
Designated Workforce Partner's Authorized Representative:	
Today's Date:	

Pursuant to OAR 471-010-0125, all written agreements with entities other than "Hosted Workers" that have access to Oregon Employment Department (OED) information shall stipulate that, no less than once a year, the entity shall conduct an audit of the processes by which the entity implements the agreement(s). The audits shall include, but are not limited to:	Included in Audit (please initial)
7. How is access to OED information granted?	
8. How is access to OED information controlled?	
9. Why access to OED information is granted, based on OAR 471-010-0105 and ORS 657-665?	
10. Who (within your agency) is authorized to grant and revoke access to OED information?	
11. What specific programs within the agency need access to OED information?	
12. Which specific positions within the programs need access to OED information?	
13. What specific OED information is needed?	
14. <del>Whether access to OED information is granted to contractors. If yes:</del> a. <del>Who is the contractor?</del> b. <del>Why is the contractor being granted access?</del>	Not Applicable
15. What "informed consent" if any, the agency uses when gathering information from its customers?	

By signing below, I attest that the audit required by OAR 471-101-0125 has been completed including each of the applicable subsections above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This signed audit form shall be sent to OED at [OED\\_AUDIT\\_CERT@oregon.gov](mailto:OED_AUDIT_CERT@oregon.gov) pursuant to Section 29.

## ATTACHMENT 2

### OREGON EMPLOYMENT DEPARTMENT INFORMATION SECURITY POLICY ACKNOWLEDGEMENT FORM



w w w . w o r k i n g i n o r e g o n . o r g

#### Oregon Employment Department Information Security Policy Acknowledgment Form

The Oregon Employment Department (OED) routinely updates security controls and measures to be certain that information assets are protected; ensuring confidentiality, integrity, and availability. As part of this on-going effort, security policies are reviewed annually, updated, and implemented.

OED's Information Security IRM 7 (2) policy and policy procedures define users of agency information resources expectations for behavior and activities as it pertains to such information resources. By signing this agreement I acknowledge that I have received a copy of OED's Information Security Policy IRM 7 (2) and the relevant policy procedures. I certify that I have read and understood that as an employee I am granted access to agency information resources to perform job functions and if I have any questions regarding use, I will discuss them with my supervisor; or as a non-employee may have access to information resources to perform contractual agreement responsibilities and if I have questions I will discuss them with my OED Manager Contact.

I understand this signed agreement will be placed in my Personnel file (or Managers' file if a Volunteer, Contractor, Vendor, Consultant or Partner). I further understand any violation of these policies can result in limitation, suspension, or revocation of access to agency information assets and can lead to other disciplinary action up to and including dismissal from State service, termination of contract, or monetary damages (maximum fine allowed by law). Knowingly violating portions of this policy may also constitute "computer crime" under ORS 164.377.

\_\_\_\_\_  
Employee / Worker Signature

\_\_\_\_\_  
Printed Employee / Worker Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Non-employee Signature  
(if non-OED employee)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager/Manager Contact Signature

\_\_\_\_\_  
Printed Manager Name


\_\_\_\_\_  
Date

\*The OED Information Security IRM 7 (2) policy is available at:  
[http://xpedio3.emp.state.or.us/stellent/groups/policydocs/documents/policy/securitypolicy\\_20090220.pdf](http://xpedio3.emp.state.or.us/stellent/groups/policydocs/documents/policy/securitypolicy_20090220.pdf)

Rev: 10/21/2010

# ATTACHMENT 3

## COMMITMENT TO CONFIDENTIALITY AGREEMENT

<b>Oregon Employment Department</b> <b>Commitment to Confidentiality – Level 3 (Full Access)</b>		
<b>FEDERAL LAW</b>		
<p>The U.S. Department of Labor holds that under Sections 303(a)(1) and 303(a)(8) of the Social Security Act, information collected and maintained for the administration of the unemployment compensation program is confidential and, with certain exceptions, not subject to disclosure. This confidentiality requirement pertains to information required from individuals and employers or employing units for the purposes of administration of the state's unemployment compensation laws. This includes, among other items, the customer's name, address, social security number, earnings/wages, and employer BIN number.</p>		
<b>STATE LAW</b>		
<p>Oregon Revised Statute 657.665 provides "all information in the records of the Employment Department pertaining to the administration for the unemployment insurance, employment service and labor market information programs is confidential and for the exclusive use and information of the Director of the Employment Department in administering the programs which the agency oversees except as otherwise provided in ORS 657.665." ORS 657.665 also specifies certain circumstances under which confidential information may be shared with specified entities for specified purposes.</p>		
<b>DEPARTMENT RULES (OARs)</b>		
<p>OAR 471-010-0080 through 0125 provide additional authority and direction regarding access to, use, and disclosure of customer information provided to the Oregon Employment Department. The administrative rules detail the allowances for sharing customer information with partners in the one-stop system, law enforcement officials, agents, legislators, and attorneys. The rules also provide the sanctions for unauthorized disclosure, the need for interagency agreements to share the information, and a description of additional concepts discussed in both rule and statute.</p>		
<b>UNDER PENALTY OF DISQUALIFICATION</b>		
<p>ORS 657.665(6) Any person or any officer or employee of an entity to whom information is disclosed by the Employment Department under this section who divulges or uses the information for any purpose other than that specified in the provision of law or agreement authorizing the use or disclosure may be disqualified from performing any service under contract or disqualified from holding any appointment or employment with the state agency that engaged or employed that person, officer or employee. The Employment Department may immediately cancel or modify any information sharing agreement with an entity when a person or an officer or employee of that entity discloses confidential information, other than as specified in law or agreement.</p>		
<b>UNDERLYING GUIDELINES</b>		
<ol style="list-style-type: none"> <li>1. You may have access to records only as necessary to do your job. DO NOT discuss identifying information from our records with coworkers unless you or they must do so in order to do your job.</li> <li>2. Once accessed, the information may only be used for the purposes for which this confidential information sharing was approved.</li> <li>3. Unless you have been given authority to discuss or disclose confidential information, refer to your supervisor all contacts that could result in disclosure.</li> <li>4. Any unauthorized use constitutes a breach of confidentiality and is not within the scope of duties of any officer, agent, or employee. Unauthorized publication of the information is absolutely prohibited. Such unauthorized use is to be reported immediately to your supervisor. The supervisor will immediately call the OED help desk and ask to speak the security manager or the security incident responder on duty. The supervisor will then report the details to the security personnel.</li> </ol> <p>I understand that all information and data contained in OED records is confidential and not for release except under certain defined circumstances. I also understand that, as a non-OED employee, if I access or disclose any information not authorized by law, rule or policy, action up to and including revocation of access to agency information assets and termination of contract will be taken, which may also include monetary damages (maximum fine allowed by law).</p> <p>Should I have questions, in the future; regarding the confidentiality of OED records I will refer and discuss them with the OED Manager contact prior to releasing the information.</p>		
Signature:	Printed Name:	Date:
Organization:	Location:	
Manager Signature:	Printed Manager Name:	Date:

Oregon Employment Department • Employment.Oregon.gov • FORM 2593 (0614) • DOJ Review 6-2014





Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

October 11, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to enter into an Intergovernmental Agreement with  
Washington County for the provisioning of data transport and fiber resources

<b>Purpose/Outcomes</b>	CBX is looking for approval to enter into an IGA with Washington County to share the cost of a fiber build predicated on CBX securing a contract with the Tigard-Tualatin School District for leased dark fibers.
<b>Dollar Amount and Fiscal Impact for CBX</b>	If CBX is awarded the Tigard-Tualatin School District contract for leased dark fibers, Washington County would contribute \$600,000.00 toward the construction of the new fiber build in exchange for 96 dark fibers as part of the build.
<b>Funding Source</b>	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget.
<b>Duration</b>	Effective upon signature by the board, this Intergovernmental Agreement would be in perpetuity for the life of the fiber.
<b>Previous Board Action</b>	Board previously approved CBX to enter into a similar agreement with the City of Sherwood.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Build a strong infrastructure.</li><li>2. Build public trust through good government.</li></ol>
<b>Contact Person</b>	Dave Devore (503)723-4996

**BACKGROUND:**

CBX is proposing to share 96 dark fibers with Washington County along the Tigard-Tualatin School District proposed design if CBX is awarded the contract for leased dark fiber lines. In exchange for the 96 fibers, Washington County will contribute \$600,000.00 along with 12 fibers from their existing network along SW Tualatin Sherwood Rd.

**RECOMMENDATION:**

Staff respectfully recommends approval to enter into this Intergovernmental Agreement. This IGA will allow CBX to provide fast effective connectivity to entities looking to lease transport at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Service Level Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings  
CIO Technology Services

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND WASHINGTON COUNTY**

THIS AGREEMENT (“Agreement”) is entered into and by and between Clackamas County (“County”), a political subdivision of the State of Oregon, and Washington County, a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the “Parties” and each a “Party.”

**RECITALS**

WHEREAS, authority is conferred under ORS Chapter 190 to local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform; and

WHEREAS, the Tigard-Tualatin School District (the “District”) issued a request for proposals seeking leased dark fiber between 15 school locations in both Tigard Oregon and Tualatin Oregon, E-Rate Form 470 No. 1819-0 (the “Project”); and

WHEREAS, the County intends to bid on the Project; and

WHEREAS, Washington County has reviewed the Project and desires to contribute the sum of \$600,000.00 to pay for construction of the Project and provide the County 12 dark fiber strands along SW Tualatin Sherwood Road from the intersection of Interstate 5 to intersection of SW Pacific Highway (hereinafter “Washington County Contribution”); and

WHEREAS, in exchange for the Washington County Contribution, the County agrees to provide Washington County a perpetual-non reoccurring cost Indefeasible Right of Use (“IRU”) for 96 dark fiber strands on all fiber installed as well as slack loops and connection points for all traffic signals adjacent to the fiber route (“Additional Work”); and

WHEREAS, in consideration of Washington County Contribution , the County’s bid on the Project will be based upon the Project design attached hereto and incorporated herein as Exhibit A, which expressly includes the Additional Work; and

WHEREAS, Washington County has reviewed and approved the design set forth in Exhibit A and agrees that the design is adequate to provide Washington County an IRU for the Additional Work;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution by both Parties, and shall expire upon the completion of each and every obligation of the Parties set forth herein.
2. **Rights and Obligations of the County.**
  - A. County shall bid for an award of the contract with the District for construction of the Project. County’s bid shall be based upon the design for the Project set forth in Exhibit A, which expressly includes the Additional Work requested by Washington County.
  - B. If awarded the contract for the Project, the County shall provide written notice to Washington County of the award and an invoice for the \$600,000.00.

- C. If awarded the contract for the Project, County shall duly perform its obligations pursuant to those terms and conditions mutually agreed upon by County and the District. Washington County shall have no involvement in the administration or performance of the Project contract, which shall be handled by County in its sole discretion. Subject to the limits of the Oregon Tort Claim Act and the Oregon Constitution, the County shall be responsible for all contract claims and defend and indemnify Washington County from the same.
- D. County shall use the \$600,000.00 provided by Washington County solely towards construction of the Project and the Additional Work. Specific use and expenditure of the \$600,000.00 towards construction of the Project and the Additional Work shall be made by the County in its sole administrative discretion. County shall have no obligation to provide to Washington County a separate or unique accounting of its use of the \$600,000.00 beyond what it may otherwise compile or create in the County's ordinary course of business and pursuant to the County's standard policies and procedures.
- E. If, during the performance of the Project contract, site conditions or other factors require a modification to the Additional Work included in the design, as shown in Exhibit A, the County shall negotiate with Washington County in good faith to come up with a design that is feasible and agreeable to both Parties.

3. **Rights and Obligations of Washington County.**

- A. Within thirty (30) days of receipt of written notice of award and invoice, Washington County shall pay to County the sum of \$600,000.00.
- B. Washington County's payment of \$600,000.00 shall be its total contribution to the Additional Work and sole obligation toward completion of the Project and Additional Work. In no event shall Washington County be obligated to pay more than \$600,000.00 toward the Additional Work unless a separate written agreement is executed between Washington County and the County.

4. **Conditions Precedent.** This Agreement is subject to the express condition precedent that County is the successful bidder and is otherwise awarded the contract for construction of the Project, using substantially the same design set forth in Exhibit A. In the event the County is not the successful bidder for the Project, or is otherwise not awarded the contract for construction of the Project, this Agreement shall automatically terminate and the parties shall have no further obligations to each other hereunder.

5. **Availability of Funds.** Washington County hereby represents and certifies that it has sufficient funds available within its current annual appropriation or expenditure limitation and is presently authorized to expend the sum of \$600,000.00 under the terms and conditions of this Agreement. The parties expressly acknowledge and agree that County has relied upon Washington County's representations and certifications provided herein and has taken action based upon those representations and certifications including, but not limited to, revising its bid for the Project to reflect the contribution of \$600,000.00.

6. **Termination.**

- A. The County and Washington County, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or Washington County may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, or other time as may be agreed between

the Parties in writing, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- C. In the event the Agreement is terminated for any reason prior to completion of the Additional Work, the County and Washington County agree to agree to cooperate to determine the value of the work completed, if any, at the time of termination and provide a refund to Washington County for Additional Work not completed. The Parties otherwise agree to work in good faith to windup this Agreement in the event of termination.
- D. The County or Washington County shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**7. Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend Washington County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control. The County's indemnity under this section expressly extends to the County's bid on the Project.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Washington County agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of Washington County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which Washington County has a right to control.

**8. Insurance.** The Parties agree to maintain insurance levels sufficient to cover the obligations agreed to in this Agreement.

**9. Party Contacts**

- A. Duke Dexter or his designee will act as liaison for the County.

**Contact Information:**

Duke Dexter  
121 Library Court  
Oregon City, Oregon 97045  
[ddexter@clackamas.us](mailto:ddexter@clackamas.us)  
Fax: 503-655-8255

Stacy Shetler or his designee will act as liaison for Washington County.

**Contact Information:**

Stacy Shetler  
Washington County Department of Land Use & Transportation, Traffic Engineering  
1400 SW Walnut St., MS 17, Hillsboro, Oregon 97123  
stacy\_shetler@co.washington.or.us

- B. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

**10. General Provisions**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim between County and Washington County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by either party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Washington County, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following

Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period each Party shall permit the other Parties' authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Representations and Warranties.** The Parties represent and warrant that it has the power and authority to enter into and perform this Agreement; this Agreement, when executed and delivered, shall be a valid and binding obligation of each Party enforceable in accordance with its terms; the work under this Agreement shall be performed in a good and workmanlike manner; and County shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- F. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Additional Work. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. 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 either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. 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.
- K. **No Third-Party Beneficiary.** Washington County and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement

gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- L. **Assignment.** Washington County shall not assign or transfer any of its interest in this Agreement, by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any assignment shall not relieve Washington County of any of its duties or obligations under this Agreement.
- M. **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. **Survival.** The provisions of Sections 5, 7, and 10 shall survive the termination of this Agreement.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- P. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- Q. **Force Majeure.** Neither Washington County nor County shall be held responsible for delay or default caused by events outside of Washington County or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war.
- R. **Confidentiality.** To the extent Washington County and its employees or agents may, in the course of this Agreement, be exposed to or acquire material previously and mutually identified as confidential information, such information so obtained shall be deemed confidential information of the County ("Confidential Information"). Washington County agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Washington County uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

**[Signatures on Following Page]**

**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County**

**Washington County**

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recording Secretary





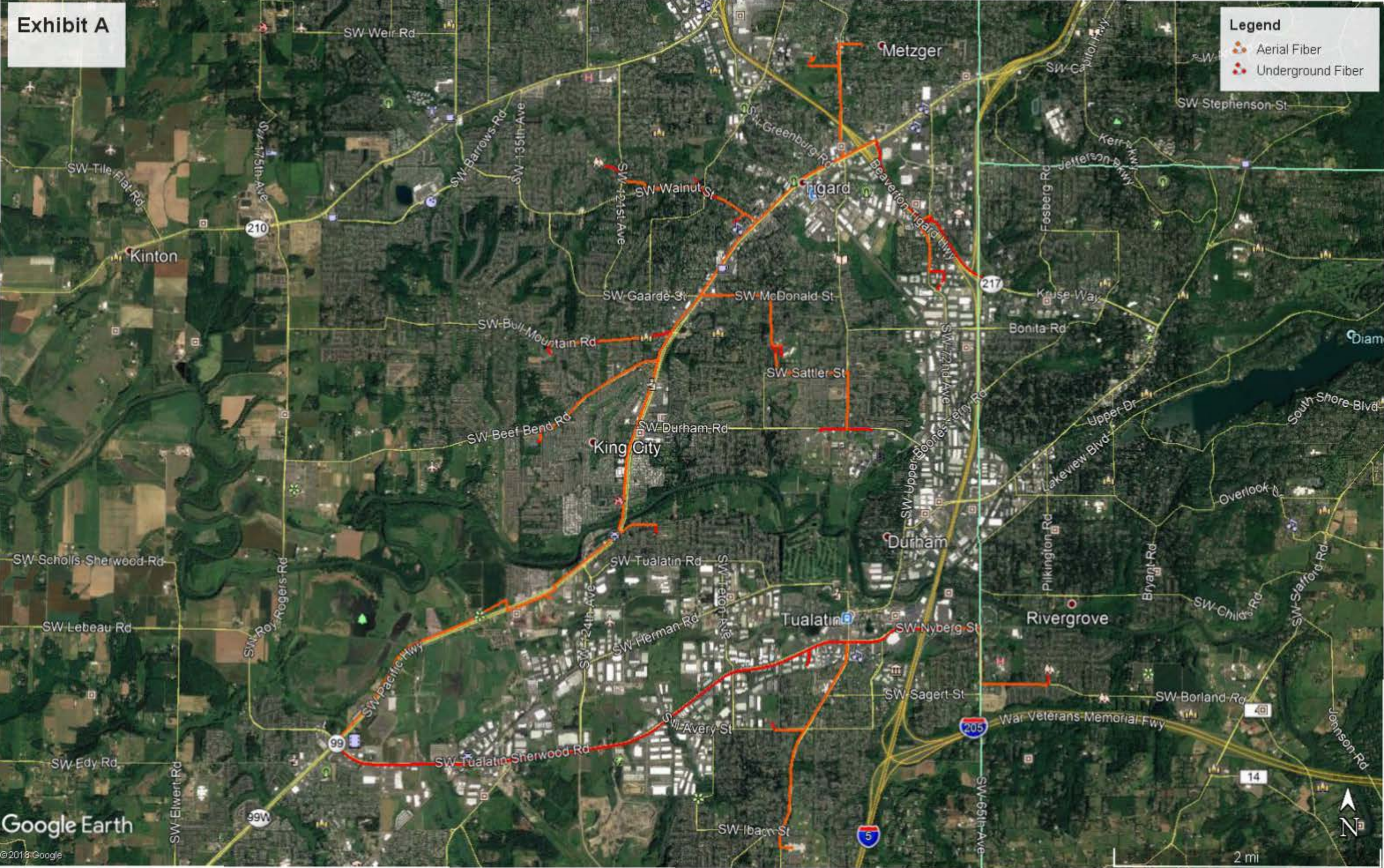
Exhibit A

PROJECT DESIGN

Exhibit A

**Legend**

-  Aerial Fiber
-  Underground Fiber





October 11, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order in the Matter of an Extension of the Cable Television Franchise with  
Canby Telephone Association (dba Canby Telcom)

<b>Purpose/Outcome</b>	Extend current cable television franchise to allow time for evaluation and negotiations.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Effective October 31, 2018 through October 31, 2019.
<b>Previous Board Action/Review</b>	The franchise was approved by the BCC in January 2006, and extended in January 2016 for five months, June 2016 for three months, October 2016 for six months and October 2017 for one year.
<b>Strategic Plan Alignment</b>	Building public trust through good government.
<b>Contact Person</b>	Gary Schmidt, Public and Government Affairs, 503-742-5908
<b>Contract No.</b>	N/A

**BACKGROUND:**

Canby Telephone Association (dba Canby Telcom) Cable Franchise Permit will expire on October 31, 2018. As the County and Canby Telephone Association will need additional time to evaluate and negotiate a new cable franchise agreement, it is desirable to continue the current contract under the same terms and conditions pursuant to applicable law unless and until the County issues a termination of franchise notice. Canby Telephone Association currently serves over 300 subscribers in the unincorporated area of Clackamas County.

This extension, if granted, would not affect either party's rights in the renewal process and includes a provision to preserve the County's right to retroactive PEG funding negotiated in the renewal. The County will evaluate Canby Telephone Association's legal, technical and financial qualifications to operate the cable system, as well as the community's needs, in its determination of whether to renew the franchise and on what terms and conditions.

This cable franchise agreement extension has been reviewed and approved by County Counsel.

Page 2  
Staff Report – Canby Telephone Association  
October 11, 2018

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the extension of the franchise permit agreement to assure that the terms of the current franchise agreement continue to be met through October 31, 2019.

Respectfully submitted,

Gary Schmidt, Director  
Public and Government Affairs

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving an  
Extension of the Cable Television  
Franchise with Canby Telephone  
Association (dba Canby Telcom)



Order No. \_\_\_\_\_

This matter coming before the Clackamas County Board of Commissioners at its regularly scheduled public meeting on October 11, 2018 to consider approving an extension of the cable television franchise with Canby Telephone Association (dba Canby Telcom).

**Whereas**, Canby Telephone Association holds a cable television franchise with Clackamas County, which will expire on October 31, 2018; and

**Whereas**, County staff and representatives of Canby Telephone Association began meeting in the winter of 2015 to evaluate and negotiate terms regarding the renewal of the applicable franchise; and

**Whereas**, the amount of time required to conclude negotiations and allow for public review of a new franchise agreement will extend beyond the current expiration date; and

**Whereas**, it is in the public interest to extend the current franchises for an additional period of time to accommodate the renewal process and avoid a potentially unnecessary disruption of service to affected residents.

**NOW THEREFORE it is hereby ordered that** the franchise granted to Canby Telephone Association shall be extended until and including October 31, 2019, and that all rights and obligations provided the parties under the franchise agreement shall remain in full force and effect during that period, including the rights of the parties under the Cable Communications Policy Act of 1992 and the Telecommunications Act of 1996. Neither Canby Telephone Association nor the County shall assert any claim, denial or defense based upon the original expiration date of the Franchise Agreement, excepting therefrom that the County may assert in negotiations that any increase in PEG funding included in the new franchise agreement shall include the time period covered by this extension. This extension of the franchise is explicitly conditioned upon written acceptance thereof by the Franchisee.

**DATED** this 11<sup>th</sup> day of October, 2018

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



October 11, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval an Extension of the Cable Television Franchise with  
Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc., and  
Comcast of Illinois/Ohio/Oregon, LLC.

<b>Purpose/Outcome</b>	Extend current cable television franchises to allow time for evaluation and negotiations.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Effective October 11, 2018 through October 31, 2019.
<b>Previous Board Action/Review</b>	The original franchise agreements were approved by the BCC in February 2010, and extended in March 2015, October 2015, March 2016, September 2016, and March 2017 for 6 month periods per extension and in September 2017 for a one year extension.
<b>Strategic Plan Alignment</b>	Building trust through good government.
<b>Contact Person</b>	Gary Schmidt, Public and Government Affairs, 503-742-5908

**BACKGROUND:**

Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc. and Comcast of Illinois/Ohio/Oregon, LLC. (Comcast collectively) Cable Franchise Permit Agreements expired on September 28, 2018, but the respective contracts have continued under the same terms and conditions pursuant to applicable law unless and until the County issues a termination of franchise notice. Comcast is currently serving over 24,000 subscribers in unincorporated areas of Clackamas County and the County is currently negotiating a renewal of the cable franchises with Comcast.

This extension, if granted, would not affect either party's rights in the renewal process and includes a provision to preserve the County's right to retroactive PEG funding negotiated in the renewal. The County will evaluate Comcast's legal, technical and financial qualifications to operate the cable system, as well as the community's needs, in its determination of whether to renew the franchise and on what terms and conditions.

This cable franchise agreement extension has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the extension of the franchise permit agreements to assure that the terms of the current franchise agreements continue to be met through October 31, 2019.

Respectfully submitted,

Gary Schmidt, Director  
Public and Government Affairs

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approving an  
Extension of the Cable Television  
Franchise with Comcast of  
Oregon II, Inc., Comcast of Tualatin  
Valley, Inc., and Comcast of  
Illinois/Ohio/Oregon, LLC



Order No. \_\_\_\_\_

This matter coming before the Clackamas County Board of Commissioners at its regularly scheduled public meeting on October 11, 2018 to consider approving an extension of the cable television franchises with Comcast of Oregon II, Inc., an Oregon corporation, Comcast of Tualatin Valley, Inc., an Oregon corporation, and Comcast of Illinois/Ohio/Oregon, LLC, a Delaware limited liability company (collectively, the "Franchisees").

**Whereas**, Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC hold cable franchises with Clackamas County, each of which expired on September 28, 2018. The respective contracts, which originally expired on March 22, 2015, have continued via extensions under the same terms and conditions pursuant to applicable law unless and until the County issues a termination of franchise notice; and

**Whereas**, County staff and representatives of the Franchisees began meeting in the fall of 2014 to negotiate open issues regarding the renewal of the applicable franchises; and

**Whereas**, the amount of time required to conclude negotiations and allow for public review of new franchise agreements will extend beyond the current expiration date; and

**Whereas**, it is in the public interest to extend the current franchises for an additional period of time to accommodate the renewal process and avoid a potentially unnecessary disruption of service to affected residents.

**NOW THEREFORE it is hereby ordered that** the franchises granted to Comcast II of Oregon, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC shall be extended until and including October 31, 2019, and that all rights and obligations provided the parties under the franchise agreement shall remain in full force and effect during that period, including the rights of the parties under the Cable Communications Policy Act of 1992 and the Telecommunications Act of 1996. Neither Comcast nor the County shall assert any claim, denial or defense based upon the original expiration date of the Franchise Agreement, excepting therefrom that the County may assert in negotiations that any increase in PEG funding included in the new franchise agreement shall include the time period covered by this extension. This extension of franchises is explicitly conditioned upon written acceptance thereof by each of the Franchisees.

**DATED** this 11<sup>th</sup> day of October, 2018

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



Gregory L. Geist  
Director

October 11, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Joint Funding Agreement between  
Water Environment Services and the U.S. Geological Survey  
for Johnson Creek Monitoring

<b>Purpose/Outcomes</b>	This annual funding agreement between WES and the USGS supports the operation and maintenance of a continuous creek flow monitoring gauge on Johnson Creek.
<b>Dollar Amount and Fiscal Impact</b>	\$10,000 of WES funds are required from the District's approved FY 2018-2019 budget.
<b>Funding Source</b>	WES Operating Fund
<b>Duration</b>	October 1, 2018 to September 30, 2019
<b>Previous Board Action/Review</b>	Previous Joint Funding Agreements have been signed by the Board authorizing the use of WES funds since October 1, 1999.
<b>Strategic Plan Alignment</b>	This action: <ol style="list-style-type: none"> <li>1. Aligns with WES's Watershed Protection program result to measure and improve stream health, and the Regulatory Management program result to fully implement compliance strategy measures.</li> <li>2. Aligns with the Board's goal to Honor, Utilize, Promote and Invest in our Natural Resources.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, WES Environmental Services Manager, 742-4581
<b>Contract No.</b>	N/A

**BACKGROUND:**

A cooperative, multi-jurisdictional hydrology study between the USGS and local governments in the Johnson Creek watershed is proposed to continue during Federal fiscal year 2019. In 1999, Clackamas County Service District No. 1, a part of Water Environment Services, joined this long-term study. Other local governments who plan to participate this year include the Cities of Gresham, Milwaukie, and Portland, Multnomah County, and the East Multnomah County Soil & Water Conservation District. Funds would be used by the USGS to maintain a network of several continuous creek water quality and/or flow monitoring stations, and to maintain an existing network of monitoring stations which measure groundwater levels. The benefits of the overall Project include:

- Compliance with Willamette River Total Maximum Daily Load Implementation Plan strategy for Johnson Creek.
- High quality and water quality data flow data, which can be used to: 1) revise FEMA floodplain maps, and 2) calculate the river's pollutant mass loads (i.e. pounds of phosphorus/day) when combined with water quality data.



- Public access to real-time and historic water quality and flow conditions from various locations in the watershed via the USGS' website.

This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve the Joint Funding Agreement between Water Environment Services and the U.S. Geological Survey for Johnson Creek Monitoring.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Oregon Water Science Center  
2130 SW 5th Avenue  
Portland, OR 97201  
<http://or.water.usgs.gov/>

September 26, 2018

Ron Wierenga, Surface Water Manager  
Water Environment Services  
150 Beaver Creek Road  
Oregon City, Oregon 97045

Dear Mr. Wierenga,

The U.S. Geological Survey (USGS), Multnomah County, City of Gresham, City of Portland, East Multnomah Soil and Water Conservation District, City of Milwaukie, and Water Environment Services (WES) collaboratively maintain the operation of the Johnson Creek hydrologic monitoring program (14211400, 14211499, 14211500, 14211550) in the Johnson Creek Basin, Oregon. This letter and subsequent joint-funding agreement (JFA) provide the mechanism to continue this relationship and collaboration in Federal fiscal year (FFY) 2018 (October 1, 2018 through September 30, 2019).

The total cost to maintain this gage in FFY 2019 will be \$16,670. The USGS will provide \$6,670 of Cooperative Matching Funds and the WES will provide \$10,000. Enclosed is a signed original of our standard JFA for the project covering the period October 1, 2018 through September 30, 2019.

Please sign and return one fully-executed original to Andrew Kerslake at [kerslake@usgs.gov](mailto:kerslake@usgs.gov). The signed agreement is not a bill and no funds are required at this time; rather, the agreement is our legal authority that permits the work to be done and authorizes USGS to accept funds. The USGS Water Resources Cooperative Program operates under the authority of statute 43 USC 50, which allows us to perform this work. The Oregon Water Science Center DUNS number is 137883463.

Federal law requires that we have a signed agreement to continue this work; therefore, please return the signed agreement as soon as possible. If, for any reason, the agreement cannot be signed and returned in the near future, please contact Adam Stonewall at (503) 251-3276 or email [stonewal@usgs.gov](mailto:stonewal@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). We can bill you on a specific date if that is more convenient relative to your fiscal year planning and budgeting process. Please allow 30 days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Andrew Kerslake at (503) 251-3253 or email at [kerslake@usgs.gov](mailto:kerslake@usgs.gov).

The results of all work under this agreement will be available for publication by USGS in collaboration with the County. During the course of this jointly planned activity and partnership, USGS may provide unpublished USGS data or information to your office for scientific peer and (or) courtesy review. Guidance concerning USGS's non-disclosure policy will be provided with any review material and is further explained in USGS Fundamental Science Practices at <http://www.usgs.gov/fsp/>.

Sincerely,

James D. Crammond  
Center Director

Cc: To file, available upon request

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000001801  
Agreement #: 19YFJFA00000001  
Project #:  
TIN #: 93-6002286

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2018, by the U.S. GEOLOGICAL SURVEY, Oregon Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Water Environment Services, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation of the Johnson Creek hydrologic monitoring program (14211400, 14211499, 14211500, 14211550) in the Johnson Creek Basin, Oregon, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$6,670 by the party of the first part during the period October 1, 2018 to September 30, 2019
- (b) \$10,000 by the party of the second part during the period October 1, 2018 to September 30, 2019
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program: N/A

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

**Water Resource Investigations**

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Adam Stonewall  
Hydrologist  
Address: 2130 SW 5th Avenue  
Portland, OR 97201  
Telephone: (503) 251-3276  
Fax: (503) 251-3470  
Email: stonewal@usgs.gov

**Customer Technical Point of Contact**

Name: Ron Wierenga  
Surface Water Manager  
Address: Water Environment Services  
150 Beaver Creek Road  
Oregon City, Oregon 97045  
Telephone: (503) 742-4581  
Fax:  
Email: rwierenga@clackamas.us

**USGS Billing Point of Contact**

Name: Andrew Kerslake  
Financial Specialist  
Address: 2130 SW 5th Avenue  
Portland, OR 97201  
Telephone: (503) 251-3253  
Fax:  
Email: kerslake@usgs.gov

**Customer Billing Point of Contact**

Name: Ron Wierenga  
Surface Water Manager  
Address: Water Environment Services  
150 Beaver Creek Road  
Oregon City, Oregon 97045  
Telephone: (503) 742-4581  
Fax:  
Email: rwierenga@clackamas.us

**U.S. Geological Survey  
United States  
Department of Interior**

**Water Environment Services**

**Signature**

**Signatures**

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: James D. Crammond  
Title: Center Director

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:



Gregory L. Geist  
Director

October 11, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Joint Funding Agreement between  
Water Environment Services and the U.S. Geological Survey  
for Tualatin River Monitoring

<b>Purpose/Outcomes</b>	This annual funding agreement between WES and the USGS supports the operation and maintenance of a continuous river flow monitoring gauge on the Tualatin River.
<b>Dollar Amount and Fiscal Impact</b>	\$5,400 of WES funds are required from the District's approved FY 2018-2019 budget.
<b>Funding Source</b>	WES Operating Fund
<b>Duration</b>	October 1, 2018 to September 30, 2019
<b>Previous Board Action/Review</b>	Previous Joint Funding Agreements have been signed by the Board authorizing the use of WES funds since October 1, 1999.
<b>Strategic Plan Alignment</b>	This action: <ol style="list-style-type: none"> <li>1. Aligns with WES's Watershed Protection program result to measure and improve stream health, and the Regulatory Management program result to fully implement compliance strategy measures.</li> <li>2. Aligns with the Board's goal to Honor, Utilize, Promote and Invest in our Natural Resources.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, WES Environmental Services Manager, 742-4581
<b>Contract No.</b>	N/A

**BACKGROUND:**

A coordinated water resources monitoring project (Project) in the Tualatin River watershed has been underway since October 1999. In one element of this Project, Clean Water Services (CWS) of Washington County, the Cities of West Linn and Lake Oswego, and WES partner with the USGS to fund the operation and maintenance of a continuous Tualatin River flow measuring station in the WES service area. The operation of this station is the only element of the Project for which WES funds are allocated. The other elements of the Project, such as the operation of a continuous water quality monitoring station in the WES service area, are funded by CWS and the USGS. The benefits of the overall Project include:

- Compliance with Tualatin River Total Maximum Daily Load Implementation Plan strategy to monitor the Tualatin River.
- High quality flow data, which can be used to: 1) revise FEMA floodplain maps, and 2) calculate the river's pollutant mass loads (i.e. pounds of phosphorus/day) when combined with water quality data.

- Public access to real-time and historic water quality and flow conditions from various locations in the watershed via the USGS' website.

This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve the Joint Funding Agreement between Water Environment Services and the U.S. Geological Survey for Tualatin River Monitoring.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Oregon Water Science Center  
2130 SW 5th Avenue  
Portland, OR 97201  
<http://or.water.usgs.gov/>

September 28, 2018

Ron Wierenga, Surface Water Manager  
Water Environment Services  
150 Beaver Creek Road  
Oregon City, Oregon 97045

Dear Mr. Wierenga,

The U.S. Geological Survey (USGS), City of West Linn, City of Lake Oswego, Clean Water Services and the Water Environment Services (WES) collaboratively maintain the operation of the Tualatin River gage (14207500) at West Linn, Oregon. This letter and subsequent joint-funding agreement (JFA) provide the mechanism to continue this relationship and collaboration in Federal fiscal year (FFY) 2019 (October 1, 2018 through September 30, 2019).

The effort to maintain and operate the gage is a collaboration between USGS, City of West Linn, City of Lake Oswego, WES, and CWS. The total cost of operating the gage is \$21,350.

Below is a summary of cooperator funding totals for maintaining and operating this gage in FFY2019:

<b>Tualatin River Gage (14207500)</b>			
<b>FY2019 (10/1/2018-9/30/2019)</b>			
<b>Cooperator</b>	<b>COOP</b>	<b>USGS</b>	<b>Total</b>
Clean Water Services	4,040	2,320	\$6,360
City of West Linn	1,808	1,172	\$2,980
City of Lake Oswego	1,860	1,150	\$3,010
WES Clackamas County	5,650	3,350	\$9,000
<b>Total</b>	<b>\$12,779</b>	<b>\$7,690</b>	<b>\$21,350</b>

Please sign and return one fully-executed original to Andrew Kerslake at [kerslake@usgs.gov](mailto:kerslake@usgs.gov). The signed agreement is not a bill and no funds are required at this time; rather, the agreement is our legal authority that permits the work to be done and authorizes USGS to accept funds. The USGS Water Resources Cooperative Program operates under the authority of statute 43 USC 50, which allows us to perform this work. The Oregon Water Science Center DUNS number is 137883463.

Federal law requires that we have a signed agreement to continue this work; therefore, please return the signed agreement as soon as possible. If, for any reason, the agreement cannot be signed and returned in the near future, please contact Keith Overton at (503) 251-3246 or email [koverton@usgs.gov](mailto:koverton@usgs.gov) to make alternative arrangements.



This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). We can bill you on a specific date if that is more convenient relative to your fiscal year planning and budgeting process. Please allow 30 days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Andrew Kerslake at (503) 251-3253.

The results of all work under this agreement will be available for publication by USGS in collaboration with WES. During the course of this jointly planned activity and partnership, USGS may provide unpublished USGS data or information to your office for scientific peer and (or) courtesy review. Guidance concerning USGS's non-disclosure policy will be provided with any review material and is further explained in USGS Fundamental Science Practices at <http://www.usgs.gov/fsp/>.

Sincerely,

James D. Crammond  
Center Director

Cc: To file, available upon request

**Form 9-1366  
(May 2018)**

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations**

**Customer #: 6000001801  
Agreement #: 19YFJFA00000003  
Project #:  
TIN #: 93-6002286**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of October 1, 2018, by the U.S. GEOLOGICAL SURVEY, Oregon Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Water Environment Services, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation of the Tualatin River gage (14207500) at West Linn, Oregon, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$3,350 by the party of the first part during the period October 1, 2018 to September 30, 2019
- (b) \$5,650 by the party of the second part during the period October 1, 2018 to September 30, 2019
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0  
Description of the USGS regional/national program: N/A
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR

Customer #: 600001801  
Agreement #: 19YFJFA00000003  
Project #:  
TIN #: 93-6002286

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Keith Overton  
Supv. Hydrologist Data Chief  
Address: 2130 SW 5th Avenue  
Portland, OR 97201  
Telephone: (503) 251-3246  
Fax: (503) 251-3470  
Email: stonewal@usgs.gov

Customer Technical Point of Contact

Name: Ron Wierenga  
Surface Water Manager  
Address: Water Environment Services  
150 Beaver Creek Road  
Oregon City, Oregon 97045  
Telephone: (503) 742-4581  
Fax:  
Email: rwierenga@clackamas.us

USGS Billing Point of Contact

Name: Andrew Kerslake  
Financial Specialist  
Address: 2130 SW 5th Avenue  
Portland, OR 97201  
Telephone: (503) 251-3253  
Fax:  
Email: kerslake@usgs.gov

Customer Billing Point of Contact

Name: Ron Wierenga  
Surface Water Manager  
Address: Water Environment Services  
150 Beaver Creek Road  
Oregon City, Oregon 97045  
Telephone: (503) 742-4581  
Fax:  
Email: rwierenga@clackamas.us

U.S. Geological Survey  
United States  
Department of Interior

Water Environment Services

Signature

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: James D. Crammond  
Title: Center Director

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title: