

AGENDA

Revised

Added COVID.1, D.1

Thursday, February 18, 2021 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-09

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates**

*****COVID Updates**

- *1. COVID-19 Emergency Declaration extension

I. 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 for a Revenue Agreement with CareOregon for financial support for Dental Services at the new Sandy Health Clinic, CareOregon will play Clackamas County #391,389. No County General Funds are involved. – *Health Centers*
2. Approval of a Federal Subrecipient Grant Amendment #1 with AntFarm, Inc to provide a part-time drug and alcohol Youth Peer Support Specialist for Rural Clackamas County in Sandy and Estacada. Amendment adds \$32,750.48 for a total award amount of \$552,750.48. No County General Funds are involved.– *CFCC*
3. Approval of a Subrecipient Agreement Emergency Shelter Grant (ESG CV2) with Clackamas Women’s Services to Provide Rapid Rehousing and Shelter Services. Emergency Solutions Grant CARES Act funds of \$302,500. No County General Funds are involved. – *Community Development*
4. Approval of a Subrecipient Agreement Emergency Shelter Grant (ESG) funds with Parrott Creek Child and Family Services, Inc. to provide Rapid Rehousing Services. Emergency Solutions Grant CARES act funds of \$10,000. No County General Funds are involved. – *Community Development*

5. Approval of a Subrecipient Agreement Emergency Shelter Grant (ESG CV2) funds with Clackamas County Children's Commission to provide Rapid Rehousing Services. Emergency Solutions Grant CARES Act funds of \$93,500. No County General Funds are involved. – *Community Development*
6. Approval of a Federal Subrecipient Grant Agreement with Northwest Housing Alternatives for Emergency Shelter Services. Federal Department of Homeland Security Emergency Food and Shelter program grants funds of \$24,521. No County General Funds are involved. – *Social Services*

B. Technology Services

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and Wholesail Networks LLC for dark fiber connection in West Linn. Wholesail Networks will pay a fee of \$19,200 for the fiber expansion and an annual recurring fee of \$3,060.

C. Elected Officials

1. Approval of a Funding Agreement with Clackamas Workforce Partnership for the Construction Career Pathways Program (C2P2) \$50,000 is through Lottery Funding. - *BCC*

***D. Finance Department**

- *1. Approval of a Resolution in the Matter of Approving Use of Bond Premium and Interest Dollars for C800's Project Contingencies. \$4.5 Million from 2016 Go Bond Premiums and Related Interest.

II. PUBLIC COMMUNICATION *(The Chair of the Board will call for statements from the public 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 should be non-partisan in nature as the BCC is a nonpartisan governing body under Oregon Revised Statutes and County Code. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. COUNTY ADMINISTRATOR UPDATE

IV. 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>

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

In the Matter of Declaring a Local
State of Emergency and Declaring
Emergency Measures



ADDENDUM No. 7 to
RESOLUTION No. 2020 - 14
Page 1 of 2

1. By way of Board Order 2020-09, Clackamas County formally declared a state of emergency for Clackamas County, effective on the 2nd day of March 2020, at 10:25 a.m., for the entire County. That declaration of emergency was continued by way of Resolution No 2020-14.
2. A First Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on March 24, 2020 where the Board found that the conditions giving rise to the declaration of emergency remained in existence and it was necessary to extend the duration of the declaration of emergency until June 30, 2020.
3. A Second Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on April 9, 2020, where the Board imposed additional emergency measures.
4. A Third Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on June 11, 2020, where the Board extended the declaration of emergency to July 31, 2020.
5. A Fourth Addendum to Resolution No. 2020-14 was approved by the Board of County Commissioners on July 23, 2020, where the Board extended the declaration of emergency to September 12, 2020, and imposed additional emergency measures numbered 13 and 14.
6. A Fifth Addendum to Resolution No. 2020-14 was approved by the by the Board of County Commissioners on September 10, 2020, where the Board extended the declaration of emergency to January 8, 2021.
7. A Sixth Addendum to Resolution No. 2020-14, was approved by the Board of County Commissioners on December 17, 2020, where the Board extended the declaration of emergency to February 26, 2021.
8. By way of this Seventh Addendum to Resolution No 2020-14, the Board of County Commissioners finds that the conditions giving rise to the declaration of emergency remain in existence and it is therefore necessary to extend the duration of the declaration of emergency and all those previously imposed emergency measures except for emergency measure 7 adopted in the Second Addendum of Resolution No. 2020-14, dated April 9, 2020, which states:

7. Pursuant to ORS 459.085, Chapter 10.03 of the Clackamas County Code, the County's Solid Waste Administrative Rules (II.1 & II.1.e), and the Board of County Commissioners' emergency authority, the Board directs Clackamas County's franchised garbage and recycling collectors serving both residential and commercial customers in unincorporated

Clackamas County to (1) maintain collection service for any customer who fails to pay collection fees during the period covered by the emergency, and (2) suspend new or additional late fees for non-payment;

IT IS FURTHER ORDERED BY WAY OF THIS FOURTH ADDENDUM that:

Any individual or entity that violates any provision of any emergency measures is subject to a \$500 fine for each offense.

All previously declared emergency measures (see attached) shall remain in effect for the duration of the declaration of emergency with the following exception which is hereby repealed in its entirety:

7. Pursuant to ORS 459.085, Chapter 10.03 of the Clackamas County Code, the County's Solid Waste Administrative Rules (II.1 & II.1.e), and the Board of County Commissioners' emergency authority, the Board directs Clackamas County's franchised garbage and recycling collectors serving both residential and commercial customers in unincorporated Clackamas County to (1) maintain collection service for any customer who fails to pay collection fees during the period covered by the emergency, and (2) suspend new or additional late fees for non-payment;

That this Seventh Addendum extending the duration of the emergency shall remain in effect until December 31, 2021.

DATED this 18th day of February 2021.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

February 9, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon
for financial support for Dental Services at the new Sandy Health Clinic

Purpose/Outcomes	The purpose of this agreement is to provide Clackamas County Health Centers Division (CCHCD) funding for a new dental clinic located in the new Sandy Health Center.
Dollar Amount and Fiscal Impact	CareOregon will pay Clackamas County \$391,389. No County General Funds are involved.
Funding Source	CareOregon
Duration	February 1, 2021 – October 31, 2023
Previous Board Action	No previous Board action.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities by increasing capacity for providing dental services to CareOregon members and residents in the Sandy community.
Counsel Review	<ol style="list-style-type: none"> 1. January 26, 2021 2. KR
Procurement Review	<ol style="list-style-type: none"> 1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. Revenue contract, no procurement needed.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	10033

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a revenue agreement with CareOregon for the purpose of providing Dental Services.

This agreement will provide the funding for the build out of the dental clinic which will be located in the new Sandy Health Clinic. This agreement also allows for the purchase of the dental equipment needed for patient treatment including the capital equipment necessary to fully operate three dental operatories.

This project will facilitate increasing access and capacity for providing dental services to residents in the Sandy, Estacada, Eagle Creek, Welches, Rhododendron and Brightwood areas. Increasing visits and access to care improves the overall quality of dental health.

This is a revenue contract for CCHCD. This is a retroactive agreement. This was received from CareOregon on January 22nd, 2021 and language negotiations ended on January 27th, 2021. The total amount of the

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agreement is \$391,389. The agreement #10033 is effective February 1, 2021 and will continue until March 31, 2023.

RECOMMENDATION:

Staff recommends approval of this amendment.

Respectfully submitted,

 *Richard Swift, HHS Deputy / For*

Richard Swift, Director
Health, Housing & Human Services Department

February 9, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant Amendment #1 with AntFarm, Inc to provide
a part-time drug and alcohol Youth Peer Support Specialist
for Rural Clackamas County in Sandy and Estacada

Purpose/Outcome	AntFarm, Inc. will provide Youth Substance Abuse Prevention services and coordination, using evidence-based prevention strategies, to build a response to prevention of alcohol and marijuana use, misuse and abuse by youth aged 12-20, living in Estacada and Sandy, Oregon. This amendment expands delivery services by adding a part-time Youth Peer Support Specialist to provide outreach and engagement to youth and their families to assist with support, access to community resources and life skills coaching to reduce youth use of alcohol and marijuana.
Dollar Amount and Fiscal Impact	\$520,000 (approx. \$120,000 per year) Amendment adds \$32,750.48 for a total award amount of \$552,750.48 Catalogue of Federal Domestic Assistance (CFDA) #93.243 No County General Funds are involved. No match required.
Funding Source	Substance Abuse and Mental Health Services Administration (SAMHSA) Strategic Prevention Framework – Partnership for Success Grant (SPF-PFS) (CFDA #93.243)
Duration	Effective Date: Amended funds available January 1, 2021 through September 30, 2021
Previous Board Action/Review	052120-A2
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 1/25/21: AN
Procurement Review	Was the item processed through Procurement? No Federal Subrecipient award selected through a competitive process
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S9701

BACKGROUND:

The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Federal Subrecipient Grant amendment #1 with AntFarm, Inc. to provide a part-time Youth Peer Support specialist to increase coordinated response and services to lower substance abuse risk factors and increase protective factors among youth living in Sandy and Estacada, Oregon. In 2019, CFCC was awarded a five year SAMHSA grant to create substance abuse prevention coalitions and implement evidence-based prevention strategies in Sandy and Estacada, Oregon. The partnership with AntFarm, Inc. is a

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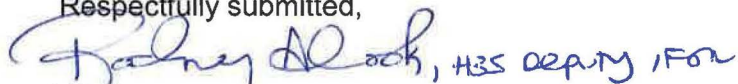
centerpiece of that project. They will coordinate the efforts locally to lower youth risk factors and increase protective factors among youth aged 12-20 in each community.

This Grant amendment is funded through SAMHSA and provides funding for services starting on January 1, 2021 through September 30, 2021. This agreement has a maximum value of \$552,750.48.

RECOMMENDATION:

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

Respectfully submitted,

Handwritten signature in blue ink that reads "Rodney Alcock, H3S deputy for".

Richard Swift, Director
Health, Housing & Human Services

February 9, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement Emergency Shelter Grant (ESG CV2) with Clackamas Women's Services to Provide Rapid Rehousing and Shelter Services

Purpose/ Outcome	The special Emergency Solutions Grant COVID (ESG CV2) program, as authorized by the Coronavirus Aid, Relief, and Economic Securities Act (CARES Act). Special funding is to be used as a direct response to the COVID pandemic and its impacts on individuals and families.
Dollar Amount and Fiscal Impact	Emergency Solutions Grant CARES Act (ESG CV2) funds of \$302,500 as a grant.
Funding Source	U.S. Department of Housing and Urban Development ESG CARES Act funds No County General Funds are included in this Agreement
Duration	January 1, 2021 to December 31, 2021
Previous Board Action/ Review	Board members approved the allocation of these ESG CV2 funds for hotel vouchers, shelters and rapid rehousing services at the July 30, 2020 business meeting.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Subrecipient Agreement was reviewed and approved by County Counsel AN on December 16, 2020.
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is a Subrecipient Agreement that was processed through Finance Grant Management
Contact Person	Mark Sirois, Manager - Community Development: 503-655-8359
Contract No.	Subrecipient Agreement 21-019 (H3S #10032)

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Subrecipient Agreement with Clackamas Women's Services (CWS) for the CWS Homeless Shelter services to prevent, prepare for, and respond to the coronavirus pandemic (COVID 19) in Clackamas County. In October of 2020 CWS applied for special Emergency Solutions Grant (ESG CV2) funding to provide eligible Rapid Rehousing (RRH) assistance and shelter services needed.

PROJECT OVERVIEW: The CWS homeless shelter will provide staffing, operation, food, transportation, and RRH services as requested for the purpose of providing homeless shelter services to individuals and families to prevent exposure and to mitigate the impacts of COVID-19.

It is expected that the funding under this ESG CV2 agreement will assist approximately 60 homeless households with shelter services during the program year.

The Department of Health, Housing, and Human Services (H3S) Community Development group has been working with Emergency Operations Center (EOC) command staff to respond to the impacts of

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this public health crisis, which includes increases in homelessness, unemployment, and food insecurity.

RECOMMENDATION: We recommend the approval of this Subrecipient Agreement and that Richard Swift H3S Director, or Rod Cook H3S Deputy Director, be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Handwritten signature in blue ink that reads "Rodney Cook, H3S Deputy / For". The signature is written in a cursive style.

Richard Swift, Director
Health, Housing Human Services

February 9, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement Emergency Shelter Grant (ESG) funds with Parrott Creek Child and Family Services, Inc. to provide Rapid Rehousing Services

Purpose/ Outcome	The Emergency Solutions Grant (ESG) program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential homeless services to homeless individuals and; provide homeless prevention and Rapid Rehousing (RRH) assistance.
Dollar Amount and Fiscal Impact	Emergency Solutions Grant (ESG) funds of \$10,000 as a grant. No County General Funds are included in this Agreement
Funding Source	U.S. Department of Housing and Urban Development ESG program funds
Duration	January 1, 2021 to June 30, 2021
Previous Board Action/ Review	This ESG RRH project was approved with the 2019 Action Plan approval on May 2, 2019.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Subrecipient agreement was reviewed and approved by County Counsel AN on January 5, 2021.
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is a Subrecipient that was processed through Finance Grant Management
Contact Person	Mark Sirois, Manager - Community Development: 503-655-8359
Contract No.	Subrecipient Agreement 21-008 (H3S #10030)

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Subrecipient Agreement for eligible expenditures to provide Rapid Rehousing services for the Parrott Creek Child and Family Services, Inc., organization in Oregon City, OR. In October of 2020 Parrott Creek Child and Family Services, Inc., applied for ESG program funding to provide eligible services needed. This ESG RRH project was initially approved with the Inn Home agency which has now merged with Parrott Creek Child and Family Services, Inc.

PROJECT OVERVIEW: Parrott Creek Child and Family Services, Inc., will provide staffing, financial assistance, planning, life skills training, and referral services as requested to families for the purpose of homeless assistance and homelessness prevention activities. Parrott Creek Child and Family Services, Inc., will provide emergency shelter services to individuals and families who are receiving homelessness assistance.

Page 2 – Staff Report (H3S #10030)

Subrecipient Agreement 21-008 (ESG FY19) – Parrott Creek Child and Family Services, Inc.

It is expected that the funding under this ESG contract will assist approximately 20 homeless families with shelter services during the program year.

RECOMMENDATION: We recommend the approval of this Subrecipient Agreement and that Richard Swift H3S Director, or Rod Cook H3S Deputy Director, be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Rod Cook, H3S Deputy Director

Richard Swift, Director
Health, Housing Human Services

February 9, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement Emergency Shelter Grant (ESG CV2) funds with
Clackamas County Children’s Commission to provide Rapid Rehousing Services

Purpose/ Outcome	The special Emergency Solutions Grant COVID (ESG CV2) program, as authorized by the Coronavirus Aid, Relief, and Economic Securities Act (CARE Act). Special funding is to be used as a direct response to the COVID pandemic and its impacts on individuals and families.
Dollar Amount and Fiscal Impact	Emergency Solutions Grant CARES Act (ESG CV2) funds of \$93,500 as a grant. No County General Funds are included in this Agreement
Funding Source	U.S. Department of Housing and Urban Development ESG CARES Act funds
Duration	January 1, 2021 to June 30, 2021
Previous Board Action/ Review	Board members approved the allocation of these ESG CV(2) funds for hotel vouchers and shelters rapid rehousing services at the July 30, 2020 business meeting.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Subrecipient agreement was reviewed and approved by County Counsel AN on December 10, 2020.
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is a Subrecipient that was processed through Finance Grant Management
Contact Person	Mark Sirois, Manager - Community Development: 503-655-8359
Contract No.	Subrecipient Agreement 21-014 (H3S #10031)

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Subrecipient Agreement for the purpose to prevent, prepare for, and respond to the coronavirus pandemic (COVID 19) for the Clackamas County Children’s Commission (CCCC) organization in Milwaukie, OR. In October of 2020 CCCC applied for special Emergency Solutions Grant (ESG CV2) funding to provide eligible Rapid Rehousing (RRH) services needed.

PROJECT OVERVIEW: CCCC will provide staffing, safety planning, crisis intervention, counseling, and referral services as requested to families for the purpose of additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. CCCC will provide RRH services to individuals and families who are receiving homelessness assistance.

It is expected that the funding under this ESG CV2 contract will assist approximately 12 homeless families with RRH services during the program year.

The Department of Health, Housing, and Human Services (H3S) Community Development group has been working with Emergency Operations Center (EOC) command staff to respond to the impacts of

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this public health crisis, which includes increases in homelessness, unemployment, and food insecurity.

RECOMMENDATION: We recommend the approval of this Subrecipient Agreement and that Richard Swift H3S Director, or Rod Cook H3S Deputy Director, be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in blue ink that reads "Rodney A. Cook, H3S Deputy / FOR". The signature is written in a cursive style.

Richard Swift, Director
Health, Housing Human Services

February 9, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant Agreement with
Northwest Housing Alternatives for
Emergency Shelter Services

Purpose/Outcomes	Agency will provide temporary emergency shelter bednight services, to un-housed individuals and families in Clackamas County and connect these individuals and families with permanent housing and other positive exit destinations
Dollar Amount and Fiscal Impact	\$24,521
Funding Source	Federal Department of Homeland Security Emergency Food and Shelter Program (EFSP) grant funds, Phase 37
Duration	September 1, 2020 to May 31, 2021
Previous Board Action	None.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The grant agreement was approved January 12 (AN).
Procurement Review	<ol style="list-style-type: none"> 1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This is a grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	#21-012, H3S#9990

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of a Federal Subrecipient Grant Agreement with Northwest Housing Alternatives (NHA). A competitive Notice of Funding Opportunity (NOFO) was released in August 2019 for Emergency Shelter services, in partnership with Community Development. NHA was one of two applicants that met the requirements in the NOFO to receive an award. Agreements under the NOFO award have been issued by both Social Services and Community Development using various funding sources.

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February 11, 2021

The Federal Department of Homeland Security, Emergency Food and Shelter Program (EFSP), Phase 37 is the funding source of this Grant Agreement. EFSP grant awards arrive to the County late, accounting for the retroactive grant agreement to NHA. However, this is within the limits of the grant award, and retroactive charges are eligible. Additionally, there was also a delay in bringing the item to the Board for approval due to negotiations with NHA on the start date within the allowable retroactive term.

The NOFO allows for the award of funding from July 1, 2019 to June 30, 2021 with the possibility of an extension through June 30, 2023. The term of the Agreement with NHA is September 1, 2020 to May 31, 2021, for a total amount of \$24,521. No County General Funds are required.

RECOMMENDATION:

Staff recommends the Board approval of this grant agreement and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, H3S deputy / FOR

Richard Swift, Director
Health, Housing and Human Services Department



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

February 18, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Service Level Agreement between Clackamas Broadband eXchange and Wholesail Networks LLC for a dark fiber connection in West Linn

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval for a Service Level Agreement (SLA) with Wholesail Networks LLC for dark a dark fiber connection to the fire station in West Linn.
Dollar Amount and Fiscal Impact	Wholesail Networks LLC will pay a nonrecurring fee of \$19,200.00 for the fiber expansion and an annual recurring fee of \$3,060.00.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by Wholesail Networks LLC.
Duration	Effective upon signature by the board, the SLA is effective for five (5) years.
Previous Board Action	Board previously approved CBX to build and maintain dark fiber connections for Wholesail Networks LLC on November 12, 2020. Approved at Issues on February 2, 2021
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. This item follows the Board's Key Initiatives of making high speed internet available throughout the County.
Counsel Review	Andrew Naylor, January 21, 2021
Contact Person	Dave Devore (503)723-4996
Contract No.	N/A

BACKGROUND:

CBX is looking for approval to provide a dark fiber connection to Wholesail Networks LLC. This SLA will provide the necessary connectivity to Wholesail Networks LLC to better facilitate services to the fire station in West Linn.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this fiber agreement with Wholesail Networks LLC. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

Wholesail Networks LLC

(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to Wholesail Networks LLC (Customer) the services set forth in this Agreement (the “Services”), between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables, at each Customer site on a path designated by the County.

3. Service Description

Services provided to Customer by County are physical connectivity of one (or more) strands of optical fiber (“Fiber”), between sites specifically identified in Appendix A for the exclusive use of the Customer’s internal communication needs. Each site listed in Appendix A will have a single mode fiber termination. The Fiber is and shall remain property of the County.

4. Construction and Installation Requirements

- a. County, when installing Fiber on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the Fiber from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.

- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Fiber used to provision the service within each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its sites for necessary equipment, as determined by the County in its sole discretion.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have ingress and egress into and out of Customer properties and buildings in connection with the provision of Service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the Fiber in areas of the site that do not contain hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to any additional equipment that may be required, shall be paid by Customer.
- g. County has no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate fiber patch panel ("hand-off's") at each location for Customer utilization. Test results for physical connection will be made available to Customer upon request.

5. Term of Agreement

Upon completion of installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date". Unless terminated as herein provided, this agreement shall continue for a period of five (5) years.

6. Rates

In return for County providing the Services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for Services described in Appendix A, as amended from time to time.

7. Payment

Semi - Annual Payments

County shall provide an invoice for six months of service (July 1 through December 31 and January 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing commercially reasonable practices in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County Fiber shall be treated by County as confidential information, to the extent allowable by law. Customer expressly acknowledges and agrees that County's confidentiality obligations under this Agreement are subject to, and only enforceable to the extent permitted by, the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the

succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by the negligent acts or omissions of County. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligent acts or omissions of Customer, its affiliates, employees, agents, contractors or customers. As used herein, "Costs" includes the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235,

to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that County is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. Either party may terminate this Agreement for convenience following 90 day's written notice to the other party.
- b. Pursuant to Section 20 of this Agreement, either party may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall 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.

- c. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Remedies

If this Agreement is terminated by the County due to a breach by the Customer, then the County shall have any remedy available to it in law or equity. If this Agreement is terminated for any other reason, Customer's sole remedy is reimbursement of the pro rata amounts paid to County on the unexpired term of this Agreement, less any setoff to which the County is entitled.

22. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

23. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

24. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by electronic mail as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court

Oregon City, Oregon 97045
ddexter@clackamas.us
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
cbxinfo@co.clackamas.or.us
Fax Number: (503) 655-8255

Notice to the Customer

Wholesail Networks LLC
135 Lake Street So., Suite 155
Kirkland, WA 98033
ATTN: legal@ziply.com

Either Party, by similar written notice, may change the address to which notices shall be sent.

25. Debt Limitations

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and County's performance is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

26. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

27. Governing Law

This Agreement 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 Customer that arises out of or relates to the performance of this Agreement 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 must 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.

28. Survival

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 9, 12, 14, 21, 23, 25, 26, 27, and 28, and all other rights and obligations which by their context are intended to survive.

29. 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 the Agreement did not contain the particular term or provision held to be invalid.

30. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

Wholesail Networks LLC
(Customer Name)

By (signature): *Gabrielle Springer*

Name (print): Gabrielle Springer

Title: Provisioning Manager

Date: 2/10/2021

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	TVF&R 1860 Willamette Falls Dr West Linn, OR 97068	CBX Splice case in vault SE corner of Boeckman Rd & Canyon Creek Rd Wilsonville, OR	One Pair (two) dark fibers	\$255.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	TVF&R 1860 Willamette Falls Dr West Linn, OR 97068	CBX Splice case in vault SE corner of Boeckman Rd & Canyon Creek Rd Wilsonville, OR	Construction	\$19,200.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain telephone number (503) 742-4219 to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within four (4) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer twenty one (21) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental or safety hazards which would restrict or jeopardize any maintenance work.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within four (4) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that four (4) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance rates and charges for any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

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BOARD OF COUNTY COMMISSIONERS

February 2, 2021

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Funding Agreement with Clackamas Workforce Partnership for the Construction Career Pathways Program (C2P2)

Purpose/Outcomes	Coordination of the programs described to the Board on November 17, 2020 for developing apprenticeship and promotional opportunities through the C2P2 program with Clackamas Workforce Partnership (CWP). The Board approved an allocation of \$50,000
Dollar Amount and Fiscal Impact	\$50,000 - Lottery funding
Funding Source	Business and Community Services - Lottery proceeds allocated to the County for Economic Development purposes
Duration	For use through June 30, 2021
Previous Board Action	The Board adopted the C2P2 Framework on November 17, 2020
Counsel Review	This agreement has been reviewed by County Counsel on Jan. 19, 2021
Procurement Review	Item is approved use allocation through Business and Community Services.
Strategic Plan Alignment	GROW A VIBRANT ECONOMY: The future prosperity of County residents will be built on good paying jobs that support families, housing affordability, a growing diverse qualified workforce, capital investments that grow current businesses, and on the availability of lands where new businesses can easily locate and expand within the County. Equity, Diversity and Inclusion is one of the four Policy Perspectives the BCC has committed to using as a lens when making policy, operations and budget decisions.
Contact Person	Tracy Moreland tracymor@clackamas.us
Contract No.	

BACKGROUND:

The Construction Career Pathways Project (C2P2), aims to address a lack of diversity in the skilled construction workforce in the metro area, where people of color and women face significant barriers in accessing and sustaining these careers.

In 2018, Metro and City of Portland commissioned a construction workforce market study in anticipation of upcoming public construction projects. This study clearly showed:

- Construction is a high-growth industry reporting a severe shortage in skilled workers.
- There is a need for nearly 14,000 construction workers between now and 2021.
- The need for construction workforce will only increase in the next ten years as new construction projects arise and nearly 20% of the workforce is at or near retirement age.
- The construction workforce has been historically homogenous – currently only 4% women and 20% minorities.
- People of color and women are more likely to work in the lower-paying trades.

To address these challenges, a Public Owner workgroup was convened in the summer of 2018 to develop the Construction Career Pathways Project Regional Framework. Workgroup participants included:

- City of Beaverton
- Beaverton School District
- Bureau of Labor and Industries
- Home Forward
- Metro
- Multnomah County
- North Clackamas School District
- ODOT
- Oregon Health Sciences University
- Port of Portland
- City of Portland
- Portland Community College
- Portland Public Schools
- Portland State University
- Prosper Portland
- TriMet

Over the next year this workgroup helped develop a framework providing seven essential points Public Owners should integrate in order to ensure success and move the needle toward achieving construction workforce equity.

- I. Set Clear Workforce Diversity Goals
- II. Set Project Thresholds
- III. Track and Review Progress
- IV. Develop a Workforce Agreement
- V. Implement Worksite Anti-Harassment and Culture Change Strategies
- VI. Collectively Invest in Workforce Supply
- VII. Establish Regional Collaboration

The \$50,000 allocation is to support CWP in efforts to develop apprenticeship and outreach programs through point VI above: COLLECTIVELY INVEST IN WORKFORCE SUPPLY. (See Scope of Work in Funding Agreement.)

RECOMMENDATION:

Staff recommends the Board approval of this funding agreement.

Respectfully submitted,

Tracy Moreland
Policy Advisor
County Administration

**FUNDING AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CLACKAMAS WORKFORCE PARTNERSHIP**

THIS AGREEMENT (this "Agreement") is entered into and between **Clackamas County** ("County"), a political subdivision of the State of Oregon, and Workforce Investment Council of Clackamas County, Inc., dba **Clackamas Workforce Partnership** ("CWP"), an Oregon non-profit, collectively referred to as the "Parties" and each a "Party."

RECITALS

Clackamas County desires to provide CWP additional funding to support the framework and goals of the Construction Careers Pathways Project (C2P2), which was adopted by the Board of Commissioners on November 17, 2020.

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:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2021, whichever is sooner.
2. **Scope of Work and Consideration.** County agrees to grant CWP a sum not to exceed fifty thousand dollars (\$50,000.00) to accomplish the work described in Exhibit A, attached hereto and incorporated herein ("Work").
3. **Payment.** County will grant funds as one lump sum payment for use by CWP in accordance with this Agreement.
4. **Representations and Warranties.**
 - A. *CWP Representations and Warranties:* CWP represents and warrants to County that CWP has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of CWP enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to CWP that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Termination.

- A. Termination for Convenience. Either the County or CWP may terminate this Agreement at any time prior to County distributing funds to CWP. After County has distributed funds to CWP, either Party may terminate this Agreement upon 120 days written notice to the other Party. In the event a party terminates this agreement under this Section 5 A, CWP shall immediately return all unspent funds to the County.
- B. Termination for Breach. Either the County or CWP may terminate this Agreement in the event of a breach of the Agreement by the other Party. 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, 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. Upon termination for CWP's breach, County shall have all remedies available to it at law, in equity, or under this Agreement including, but not limited to, requiring CWP to return all unspent funds and to repay County for any funds used by CWP in violation of this Agreement.
- C. Termination for Non-appropriation/Change in Law. Either Party may terminate this Agreement in the event either Party fails to receive expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to perform under this Agreement. Additionally, either Party may terminate this Agreement if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited. In the event of termination under this Subsection C, CWP shall immediately return all unspent funds to the County.
- D. Waiver. The County or CWP 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. Reservation of Remedies.** The termination of this Agreement, regardless of cause, shall not prejudice any rights or obligations accrued to the Parties prior to termination. Each party shall have all rights and remedies available to it at law, in equity, or under this Agreement.
6. **Indemnification.** Subject to the Oregon Tort Claims Act and the Oregon Constitution, CWP agrees to indemnify, hold harmless and defend 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 CWP or CWP's employees, subcontractors, or agents. CWP shall not be required to indemnify County for any such liability arising out of negligent acts or omissions of the County. However, neither CWP nor any attorney engaged by CWP shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall CWP settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
7. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
8. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. 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.
- A. Business and Community Services Director, Deputy Director, or their designee will act as liaison for the County.**

Laura Zentner
Director, Clackamas County Business and Community Services
150 Beaver Creek Road
Oregon City, OR 97045
lzentner@clackamas.us | (503) 742-4351

B. Coordinating Policy Advisor from County Administration may also serve as liaison for the County.

Tracy Moreland
Policy Advisor, Clackamas County Administration
2051 Kaen Road
Oregon City, OR 97045
tracymor@clackamas.us 503-278-1116

C. Executive Director or their designee will act as liaison for CWP.

Bridget Dazey
Clackamas Workforce Partnership
365 Warner Milne Road, Suite 202
Oregon City, Oregon 97045
503-657-6644
bridget.dazey@clackamasworkforce.org

D. 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 and the ordinances of County and Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and CWP 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 County Court for the County of Oregon. In no event shall this section be construed as a waiver by the County 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. CWP, by execution of this Agreement, hereby consents to the in 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 including, but not limited to, the requirement that use of the funds under this Agreement be used for purposes consistent with ORS Chapter 461 and other applicable law. All provisions of law required to be a 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.** CWP 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. CWP 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, CWP shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- e. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of County. County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, CWP shall promptly deliver these materials to County.
- f. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws 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 Project. 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.** CWP 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. **Subcontract and Assignment.** CWP shall not enter into any subcontracts for any of the work required by this Agreement, or 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 discretion. County's consent to any subcontract shall not relieve CWP of any of its duties or obligations under this Agreement.
- m. **Counterparts.** This Agreement 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.** All provisions in Sections 4, 6, and 9 (A), (C), (D), (E), (F), (G), (H), (I), (J), (K), (N), (P), (Q), (S), and (T) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- 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. **Time is of the Essence.** CWP agrees that time is of the essence in the performance this Agreement.
- q. **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.
- r. **Force Majeure.** Neither CWP nor County shall be held responsible for delay or default caused by events outside of the CWP or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, CWP shall 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 Agreement.
- s. **Confidentiality.** CWP acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by CWP or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). CWP agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CWP 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.

- t. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

**Workforce Investment Council of
Clackamas County, Inc. dba
Clackamas Workforce Partnership**

Chair, Board of County Commissioners




Bridget Dazey, Executive Director

Date

1/15/2020

Date

Approved as to Form:



County Counsel

01/19/2021

Date

EXHIBIT A

SCOPE OF WORK

1. Background

The Construction Career Pathways Project (C2P2), aims to address a lack of diversity in the skilled construction workforce in the metro area, where people of color and women face significant barriers in accessing and sustaining these careers.

In 2018, Metro and City of Portland commissioned a construction workforce market study in anticipation of upcoming public construction projects. This study clearly showed:

- Construction is a high-growth industry reporting a severe shortage in skilled workers.
- There is a need for nearly 14,000 construction workers between now and 2021.
- The need for construction workforce will only increase in the next ten years as new construction projects arise and nearly 20% of the workforce is at or near retirement age.
- The construction workforce has been historically homogenous – currently only 4% women and 20% minorities.
- People of color and women are more likely to work in the lower-paying trades.

To address these challenges, a workgroup was convened in the summer of 2018 to develop the Construction Career Pathways Project Regional Framework.

Over the next year this workgroup helped develop a framework providing seven essential points organizations should integrate in order to ensure success and move the needle toward achieving construction workforce equity.

- I. Set Clear Workforce Diversity Goals
- II. Set Project Thresholds
- III. Track and Review Progress
- IV. Develop a Workforce Agreement
- V. Implement Worksite Anti-Harassment and Culture Change Strategies
- VI. Collectively Invest in Workforce Supply
- VII. Establish a Regional Collaborative

C2P2 is a Metro-led initiative, with other regional municipalities working together to advance the work. In 2019, Metro approached Clackamas County about adopting the

C2P2 Framework, which the BCC did, on Nov. 17, 2020 – allocating \$50,000 in support of the effort for number six in the seven Framework points, to be overseen by CWP.

2. Use of \$50,00 Funds

CWP shall use the \$50,000 granted under this Agreement solely for one or more of the following projects:

PROJECT 1 – Clackamas Pre-apprenticeship Program

CWP shall provide a pre-apprenticeship program located in Clackamas County and managed by Clackamas Workforce Partnership. It is contingent on funding from other committed sources for a total of \$200,000, and would provide services and materials to a cohort of pre-apprentice participants within Clackamas County, including the following: uniform/boots, tools, career education and outreach materials, student transportation stipends, Ready to Earn Funds, student PPE and rain gear, Industry Certifications (OSHA 10 Instruction, OSHA 10 Textbooks, Financial Literacy Books, Industry Certifications - First Aid/CPR).

Other agency contributions/grant awards would fund classroom setting/services and part-time staff, including: Support Services Manager, Training Instructors, Employment Case Manager, Training Manager, and an Admissions Coordinator. *Would fund approximately 20 individual participants, if the full funding of \$200,000 is secured.*

PROJECT 2 – Portland Metro Pre-apprenticeship Program

CWP shall provide support of a designated number of placements in Oregon Tradeswomen, Inc. (OTI) Pre-apprentice program. OTI could hold a designated number of seats for Clackamas area participants that Clackamas area providers would recruit and prescreen for the OTI program.

\$50K – 10 participants

\$25K – 5 participants

PROJECT 3 – Promoting the Trades

CWP shall provide support women and people of color from both the emerging workforce and adults by assisting them to identify employment and career interests in the construction trades. Implementation of this project will mean that Clackamas area parents, teachers, and youth service providers will be better prepared to provide career information and better supported to connect youth to career-related learning experiences. Additionally, it would help to increase the

construction industry knowledge of front-line staff in the Clackamas area workforce system through industry trainings that include information from pre-apprenticeship and apprenticeship programs as well as contractors. There are several possible outreach efforts a funding allocation could support in workforce investment:

High School Outreach – parent, teacher and youth program provider education

Partner Network Outreach – Clackamas area provider education

Partner Network Outreach

CWP shall provide Clackamas area workforce system industry trainings, highlighting pre-apprenticeship and apprenticeship programs as well as industry information directly from contractors.

\$50K – 4 trainings, 160 total participants (per year)

\$25K – 2 trainings, 80 total participants (per year)

PROJECT 4 – Support for Pre-apprenticeship Costs

Could include support for uniform/boots, tools, career education and outreach materials, student transportation stipends, PPE, other misc. expenses.

CWP will administer the funds and work closely with County staff and both parties will report back to the BCC on progress made every six months. The report shall include a narrative summary that details how the funds provided under this Agreement have been used, which of the four project areas the funds were used towards, and other information reasonably requested by County including, but not limited to, additional information necessary for the County to fulfill its obligations under ORS Chapter 461.



Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

Feb. 25, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution in the Matter of Approving
Use of Bond Premium and Interest Dollars for C800's Project Contingencies

Purpose/Outcome	Clackamas County Finance Department (on behalf of Clackamas 800 Radio Group) is requesting approval of a Resolution to expend the 2016 General Obligation Bond Premiums and related interest on the C800 Public Safety Radio Replacement Project.
Dollar Amount and Fiscal Impact	\$4.5M from 2016 GO Bond Premiums & Related Interest. Funds are restricted and must be spent on uses consistent with the ballot title.
Funding Source	GO Bond Premiums & related interest
Duration	In effect until repealed or superseded by the BCC or premiums are fully expended, whichever occurs first.
Previous Board Action	Nov. 12, 2020 & Dec. 19, 2016 H.1
Strategic Plan Alignment	Ensures safe, healthy and secure communities by continuing to support C800 in obtaining bonds to expand and maintain the County's Public Safety Radio System.
County Counsel Review	Approved by Jeff Munns on Feb. 2-9-21
Procurement Review	Was the item processed through Procurement? No, this is a Resolution and is not required to go through Procurement.
Contact Person	Christa Bosserman Wolfe, 503-742-5407
Contract No.	NA

Background:

In December 2016, the County sold \$59 million in bonds and generated bond sale premiums, after the voters approved Measure 3-476, to replace the County's obsolete emerge radio communication systems. The County entered into an Intergovernmental Agreement (IGA) with Clackamas 800 Radio Group (C800) to execute and manage the public safety radio replacement project. The IGA allows the Board of County Commissioners to make the premiums and related interest available to C800 for cost increases beyond the control of C800 and uses consistent with the scope of the ballot measure. The attached Resolution, if approved, documents the Board's approval.

C800 has experienced some additional costs in site construction. This includes: 1) unforeseen site conditions related to soils and foundation issues \$200,000; 2) replacement of five existing towers to meet seismic and loading requirements \$1.1M; 3) structural upgrades to four existing towers \$475,000, currently estimated at \$1.775M. In addition, C800 has entered into a site use agreement with PGE in the amount of \$2.675M for use of six sites by PGE for their new communications system. In total, C800 is requesting the Board approves up to \$4.5 million in premium and interest dollars for their use on the project.

The C800 met with the Citizen Accountability Committee on February 10, 2021, and the Committee has recommended approval.

In November of 2020, the IGA was amended to provide reimbursement for the County for the administrative costs associated with both bond issuance and bond compliance.

RECOMMENDATION:

Staff respectfully recommends the Board approve the attached Resolution. Thank you.

Sincerely,

Christa Bosserman Wolfe, CPA
Deputy Finance Director

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

In the Matter of Approving Use of
Bond Premium and Interest Dollars
for C800's Project Contingencies



Order No. _____

Whereas, in 2016 Clackamas County Board of Commissioners authorized Measure 3-476 to be placed on the May 17, 2016 ballot to sell \$59M in general obligation bonds to replace the County's obsolete emergency radio communications system. The measure was approved by a 71% margin; and

Whereas, the Bond sale also generated bond premium dollars in the amount of \$7,165,794. The bond funds were invested upon sale and have earned in excess of \$1,000,000 in interest earnings due to schedule delay. These additional funds are earmarked as project contingency; and

Whereas, the County entered into an Intergovernmental Agreement (IGA) with Clackamas 800 Radio Group on December 19, 2016 to execute and manage the project; and

Whereas, Clackamas 800 Radio Group is requesting the Clackamas County Board of Commissioners allow the premium dollars and interest dollars be utilized for project contingency requirements as outlined below not to exceed \$4.5M; and

Whereas, the following outlines the use of the contingency in the IGA.

"Additionally, premiums yielded by the bond sale exceed the \$59 million estimated Project cost as published in the ballot measure and will be held as contingency in reserve by the County until such a time as the Board of County Commissioners (BCC) determines their future use. If not needed as contingency for the Project. This contingency funding will only be made available for uses of the proceeds consistent with the scope of the May 2016 ballot measure, including unforeseen project cost increases beyond the control of C800 and will only be released at the sole discretion of the BCC. The County will solicit advisory input on these matters from C800 and its Citizen Accountability Committee for the Project."

Whereas, as was outlined to the Board at their September 15, 2020 policy session the initial project completion was anticipated to be in June of 2019. Due to issues with site acquisition, land use, permitting, and site construction, C800 projected

the new system to be operational by February of 2021 and project completion by June 2021. A combination of COVID-19 issues and the September 2020 wildfires have added additional delays. C800's current projection is the system will be operational by June 2021 and overall completion by November 2021.

Whereas, financially C800 has experienced some additional costs in site construction. This has included: 1) unforeseen site conditions related to soils and foundation issues \$200,000; 2) replacement of five existing towers to meet seismic and loading requirements \$1.1M; 3) structural upgrades to four existing towers \$475,000; These are currently estimated at \$1.775M.

Whereas, C800 has entered into a site use agreement with PGE in the amount of \$2.675M for use of six sites by PGE for their new communications system. The plan for these funds is to offset the cost of the extensive utility costs for the four east county sites. These four projects require road construction of 4 miles of road to access these sites and 19 miles of power extension. To access these funds from PGE we need to complete the Oak Grove and Memaloose sites. The other four sites in the agreement have already been completed. It was anticipated the Oak Grove and Memaloose would have completed in November of 2020 but have been delayed due to the September wildfires. This has created a cash flow issue.

NOW THEREFORE, the Clackamas County Board of Commissioners do hereby resolve:

The Clackamas County Board of Commissioners approves the use of bond premium dollars and interest dollars to be utilized for project contingency requirements in an amount not to exceed \$4.5 million dollars.

DATED this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

C800 Radio System Upgrade

Project Financial Status

Project:	C800 Radio System Upgrade		
Date Original:	10/1/2015	Date Updated:	December 31, 2020
Project Manager:	Bjorn Morfin		

Item	Budget	Original Encumbrance	Additional Encumbrance / Change Order	Estimate to Complete	Percent Complete	Estimated Total	(Over) Under Budget	Expended
Soft Cost								
Site Acquisition Consulting - Quest	60,000	25,000	45,000	(2,930)	100.00%	67,070	(7,070)	67,069.81
Site Acquisition Consulting / Permits - Securasite	320,000	321,250	258,800	25,000	91.78%	605,050	(285,050)	555,326.29
Site Planning A&E - Cushing/Capital/Cundiff/Forensic/KPFF/SD C/ToddHess	725,000	692,391	468,930	(230,000)	98.46%	931,321	(206,321)	917,006.70
Geotechnical / Environmental Consulting - Black Mtn	250,000	443,670	60,000		98.58%	503,670	(253,670)	496,515.22
Survey - McKay	75,000	129,835		0	90.99%	129,835	(54,835)	118,135.00
USFS Land Use Fees	15,000	10,000	40,000	5,000	89.94%	55,000	(40,000)	49,465.23
Land Use Fees	25,000	9,400	0	0	99.35%	9,400	15,600	9,339.00
Plan Check / Permit Cost	60,000	10,000	0	0	95.25%	10,000	50,000	9,525.20
Printing	2,500			500	0.00%	500	2,000	0.00
Bid Advertising	3,500	1,300	0	300	89.34%	1,600	1,900	1,429.43
Testing & Inspection (In Site Const)	40,000	2,700	0	0	97.18%	2,700	37,300	2,623.75
Project Management	300,000	296,000	355,000	25,000	96.63%	676,000	(376,000)	653,203.41
Legal Fees	30,000	21,000	0	5,000	80.92%	26,000	4,000	21,038.74
Licensing	20,000	69,000		5,000	93.10%	74,000	(54,000)	68,890.50
Miscellaneous	30,000	88,000	10,000	15,000	98.64%	113,000	(83,000)	111,465.38
Sub-Total Soft Cost	1,956,000	2,119,546	1,237,730	(152,130)	95.53%	3,205,146	(1,249,146)	3,081,034
Construction Cost								
Site Construction	8,895,000	12,596,753	4,400,000	1,000,000	94.34%	17,996,753	(9,101,753)	16,978,546.43
Buildings	1,350,000	2,018,663	16,000	0	99.98%	2,034,663	(684,663)	2,034,314.32
Towers	660,000	1,383,357	245,000		99.99%	1,628,357	(968,357)	1,628,191.31
Generator	500,000	513,196	150,000		99.57%	663,196	(163,196)	660,374.31
48VDC	1,065,000	1,443,767	0		88.96%	1,443,767	(378,767)	1,284,342.80
Lake Oswego Antenna	18,000	17,500	0	0	100.07%	17,500	500	17,511.75
Sub-Total Construction Cost	12,488,000	17,973,236	4,811,000	1,000,000	95.03%	23,784,236	(11,296,236)	22,603,280.92

Project Financial Status

Project:	C800 Radio System Upgrade		
Date Original:	10/1/2015	Date Updated:	December 31, 2020
Project Manager:	Bjorn Morfin		

Item	Budget	Original Encumbrance	Additional Encumbrance / Change Order	Estimate to Complete	Percent Complete	Estimated Total	(Over) Under Budget	Expended
Equipment Costs								
Simulcast Equipment	20,726,000	19,993,440	672,036	2,000,000	86.83%	22,665,476	(1,939,476)	19,680,854.14
Paging	373,000	269,228	50,000	75,000	93.77%	394,228	(21,228)	369,651.31
Subscriber Radios	5,000,000	9,409,958	295,032	(5,000,000)	78.29%	4,704,990	295,010	3,683,748.20
Asset Management	119,000	203,197		25,000	0.00%	228,197	(109,197)	0.00
Post Warranty / System Refresh	5,800,000	5,812,058		0	100.00%	5,812,058	(12,058)	5,812,058.44
Test Equipment	100,000			100,000	0.00%	100,000	0	0.00
Microwave	3,368,000	2,671,467	600,000	75,000	89.88%	3,346,467	21,533	3,007,779.64
Security System	1,364,000			500,000	0.25%	500,000	864,000	1,244.64
Fire Station Alerting	0	1,697,407	(7,261)	0	97.16%	1,690,146	(1,690,146)	1,642,218.22
Subtotal Equipment Costs	36,850,000	40,056,755	1,609,807	(2,225,000)	86.70%	39,441,562	(2,591,562)	34,197,555
Bond Cost	300,000	290,372	33,200	0	104.08%	323,572	(23,572)	336,781
Subtotal Project Cost	51,594,000	60,439,908	7,691,737	(1,377,130)	91.92%	66,754,515	(15,160,515)	60,218,650
Additional Proceeds	9,223,326					(9,223,326)	9,223,326	
Adjusted Project Costs	60,817,326	60,439,908	7,691,737	(1,377,130)	91.92%	57,531,189	(5,937,189)	
Contingency	7,406,000			500,000	0.00%	500,000	6,906,000	
Total Project Cost	68,223,326	60,439,908	7,691,737	(877,130)	102.20%	58,031,189	968,811	60,218,649.76

Bond Proceeds	5,845,000	Taxable
	53,155,000	Non Taxable
	59,000,000	
Additional Proceeds	6,548,326	Subscriber Radio Payments
	2,675,000	PGE Payment
	9,223,326	
Total Proceeds	68,223,326	

Premium Bond Proceeds	7,165,794
Interest Income	1,000,000
Additional Funds	8,165,794
County oversight fees	(100,000)
Total Available	8,065,794



11300 SE Fuller Rd
Milwaukie, Oregon 97222
(503) 780-4806

PROJECT MEMORANDUM

DATE: January 25, 2021

TO: Christa Wolfe

CC:

FROM: John Hartsock

RE: Use of Premium Dollars from Public Safety Radio System Replacement Project Bond Funding

In 2016 Clackamas County Board of Commissioners authorized Measure 3-476 to be placed on the May 17, 2016 ballot to sell \$59M in general obligation bonds to replace the County's obsolete emergency radio communications system. The measure was approved by a 71% margin.

The Bond sale also generated bond premium dollars in the amount of \$7,165,794. The bond funds were invested upon sale and have earned in excess of \$1,000,000 in interest earnings due to schedule delay. These additional funds are earmarked as project contingency.

The County entered into an Intergovernmental Agreement (IGA) with Clackamas 800 Radio Group on December 19, 2016 to execute and manage the project.

Clackamas 800 Radio Group hereby requests the Clackamas County Board of Commissioners allow the premium dollars and interest dollars be utilized for project contingency requirements as outlined below not to exceed \$4.5M. The following outlines the use of the contingency in the IGA.

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As was outlined to the Board at their September 15, 2020 policy session the initial project completion was anticipated to be in June of 2019. Due to issues with site acquisition, land use, permitting, and site construction, we projected the new system operational by February of 2021

and project completion by June 2021. A combination of Covid issues and the September 2020 wildfires have added additional delays. Our current projection is the system operational by June 2021 and overall completion by November 2021.

Financially we have experienced some additional costs in site construction. This has included: 1) unforeseen site conditions related to soils and foundation issues \$200,000; 2) replacement of five existing towers to meet seismic and loading requirements \$1.1M; 3) structural upgrades to four existing towers \$475,000; These are currently estimated at \$1.775M.

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