

# AGENDA

## Thursday February 14, 2013 - 10:00 AM Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-03

### **I. CALL TO ORDER**

- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda

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

**III. DISCUSSION ITEMS** *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

**~NO DISCUSSION ITEMS SCHEDULED**

**IV. CONSENT AGENDA** *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Study Session. 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. Board Order No. \_\_\_\_\_ Approving the Mental Health Director's Designees to Authorize a Custody Hold Under ORS 426.233 – Mental Health

### **B. Finance Department**

1. Approval to Purchase a New Tymco Street Sweeper from Clyde West, Inc. for the Department of Transportation and Development
2. Approval to Purchase a New John Deere 772 Motor Grader from Pape Machinery for the Department of Transportation and Development

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC
2. Approval of an Interagency Agreement between Clackamas, Multnomah, and Washington County District Attorneys - DA

**D. Business & Community Services**

1. Acceptance of a Grant from the Oregon Parks and Recreation Department, through the County Opportunity Grant Program for a Replacement Well at Barton Park

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. 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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.**

<http://www.clackamas.us/bcc/>

February 14th, 2013

Board of County Commissioners  
Clackamas County

Members of the Board:

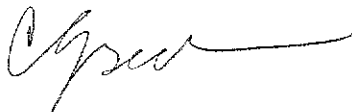
**Board Order # \_\_\_\_\_ Approval of Mental Health Director's  
Designees to Authorize a Custody Hold Under ORS 426.233**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of the Designation of Simon Austin, LCSW, by the Clackamas County Behavioral Health Director as additional designee authorized under ORS 426.233 (copy attached) to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

**Recommendation**

Staff recommends the Board approve the attached Board Order of Simon Austin, LCSW as additional qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker  
Director

For more information on this issue or copies of attachments,  
please contact Deborah Friedman at 503 742-5336

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

In the Matter of the Designation of Simon  
Austin, LCSW as Mental Health Director  
Designee to Direct Peace Officer  
Custody Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Simon Austin, LCSW as additional designee of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

This Board finds that it would be in the best interest of Clackamas County to approve said designations,

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Simon Austin, LCSW, as qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 14th day of February, 2013.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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

**426.233 Authority of community mental health program director and of other persons; costs of transportation.** (1)(a) A community mental health program director operating under ORS 430.610 to 430.695 or a designee thereof, under authorization of a county governing body, may take one of the actions listed in paragraph (b) of this subsection when the community mental health program director or designee has probable cause to believe a person:

(A) Is dangerous to self or to any other person and is in need of immediate care, custody or treatment for mental illness; or

(B)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127 or trial visit under ORS 426.273; and

(ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody or treatment for mental illness.

(b) The community mental health program director or designee under the circumstances set out in paragraph (a) of this subsection may:

(A) Notify a peace officer to take the person into custody and direct the officer to remove the person to a hospital or nonhospital facility approved by the Oregon Health Authority;

(B) Authorize involuntary admission of, or, if already admitted, cause to be involuntarily retained in a nonhospital facility approved by the authority, a person approved for care or treatment at a nonhospital facility by a physician under ORS 426.232;

(C) Notify a person authorized under subsection (3) of this section to take the person into custody and direct the authorized person to remove the person in custody to a hospital or nonhospital facility approved by the authority;

(D) Direct a person authorized under subsection (3) of this section to transport a person in custody from a hospital or a nonhospital facility approved by the authority to another hospital or nonhospital facility approved by the authority as provided under ORS 426.235; or

(E) Direct a person authorized under subsection (3) of this section to transport a person in custody from a facility approved by the authority to another facility approved by the authority as provided under ORS 426.060.

(2) A designee under subsection (1) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the county governing body before assuming the authority permitted under subsection (1) of this section.

(3) The county governing body may, upon recommendation by the community mental health program director, authorize any person to provide custody and secure transportation services for a person in custody under ORS 426.228. In authorizing a person under this subsection, the county governing body shall grant the person the authority to do the following:

(a) Accept custody from a peace officer of a person in custody under ORS 426.228;

(b) Take custody of a person upon notification by the community mental health program director under the provisions of this section;

(c) Remove a person in custody to an approved hospital or nonhospital facility as directed by the community mental health program director;

(d) Transfer a person in custody to another person authorized under this subsection or a peace officer;

(e) Transfer a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility when directed to do so by the community mental health program director; and

(f) Retain a person in custody at the approved hospital or nonhospital facility until a physician makes a determination under ORS 426.232.

(4) A person authorized under subsection (3) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the governing body before assuming the authority granted under this section.

(5) The costs of transporting a person as authorized under ORS 426.060, 426.228 or 426.235 by a person authorized under subsection (3) of this section shall be the responsibility of the county whose peace officer or community mental health program director directs the authorized person to take custody of a person and to transport the person to a facility approved by the authority, but the county shall not be responsible for costs that exceed the amount provided by the state for that transportation. A person authorized to act under subsection (3) of this section shall charge the cost of emergency medical transportation to, and collect that cost from, the person, third party payers or otherwise legally responsible persons or agencies in the same manner that costs for the transportation of other persons are charged and collected. [1993 c.484 §5; 1997 c.531 §5; 2009 c.595 §405]



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval to Purchase a new Tymco Street Sweeper  
From Clyde West, Inc. for the Department of Transportation and Development

<b>Purpose/Outcomes</b>	Approval to Purchase a new Tymco Street Sweeper that will replace vehicle 020500, which is beyond the end of its usable service life.
<b>Dollar Amount and Fiscal Impact</b>	The cost for the service vehicle is \$ 200,310.00.
<b>Funding Source</b>	Funds for this purchase have been budgeted under Road Funds, FY 2012/2013 under line; 215-2410-00-485520.
<b>Safety Impact</b>	None
<b>Duration</b>	None
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Warren Gadberry at 503-650-3988
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Transportation Maintenance Division is ready to proceed with the purchase of a Tymco Street Sweeper. The Tymco Street Sweeper will be purchased through a HGACBuy contract from Clyde West in Portland, Oregon. This vehicle will be used to sweep streets on regular routes and also for road maintenance work. This unit will replace vehicle 020500, which is at the end of its usable service life. This purchase has been reviewed by Fleet Services.

This Permissive Cooperative Procurement complies with ORS 279A.215 and qualifies for an exemption from formal competitive bidding under LCRB Rule C-046-0430; Contracts for the purchase of goods or services where competitive offers for the same goods or services have been obtained by any other public agency which subscribes to the basic intent of ORS Chapter 279.

**RECOMMENDATION:**

Staff respectfully recommends that the Board give approval to the Clackamas County Department of Transportation and Development, Transportation Maintenance Division to purchase a new Tymco Street Sweeper. Total purchase amount not to exceed \$200,310.00.

Respectfully Submitted,

Dan Nenow, C. P. M.  
Purchasing Staff

Placed on the Agenda of February 14, 2013 by the Purchasing Division



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval to Purchase a new John Deere 772 Motor Grader  
From Pape Machinery for the Department of Transportation and Development

<b>Purpose/Outcomes</b>	Approval to Purchase a new John Deere 772 Motor Grader that will replace vehicle 534, which has reached the end of its usable service life.
<b>Dollar Amount and Fiscal Impact</b>	The cost for the service vehicle is \$ 309,168.62.
<b>Funding Source</b>	Funds for this purchase have been budgeted under Road Funds, FY 2012/2013 under line; 215-2410-00-485520.
<b>Safety Impact</b>	None
<b>Duration</b>	None
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Warren Gadberry at 503-650-3988
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Transportation Maintenance Division is ready to proceed with the purchase of a John Deere 772 Motor Grader. The John Deere 772 Motor Grader will be purchased through a HGACBuy contract from Pape Machinery in Portland, Oregon. This vehicle will be used for road maintenance work such as grading, shoulder maintenance, culvert work and snow plowing. This unit will replace vehicle 534, a 1988 130 Caterpillar, which is at the end of its usable service life. This purchase has been reviewed by Fleet Services.

This Permissive Cooperative Procurement complies with ORS 279A.215 and qualifies for an exemption from formal competitive bidding under LCRB Rule C-046-0430; Contracts for the purchase of goods or services where competitive offers for the same goods or services have been obtained by any other public agency which subscribes to the basic intent of ORS Chapter 279.

**RECOMMENDATION:**

Staff respectfully recommends that the Board give approval to the Clackamas County Department of Transportation and Development, Transportation Maintenance Division to purchase a new John Deere 772 Motor Grader. Total purchase amount not to exceed \$309,168.62.

Respectfully Submitted,

  
\_\_\_\_\_  
Dan Nenow, C. P. M.  
Purchasing Staff

Placed on the Agenda of February 14, 2013 by the Purchasing Division





## John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045  
503 655-8431, FAX 503 650-8943, [www.co.clackamas.or.us/da/](http://www.co.clackamas.or.us/da/)

February 14, 2013

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of:

### Interagency Agreement between Clackamas, Multnomah, and Washington County District Attorneys

Purpose/Outcomes	Share the expense of a part time temporary Senior Deputy District Attorney
Dollar Amount and Fiscal Impact	Each county to share 1/3 of the salary cost, up to \$12,000 per county. Oregon State Bar membership dues will be paid by Multnomah County and approximately \$2,500 in auto and parking expenses will be paid by the Clackamas County District Attorney's Office.
Funding Source	Vacant 0.50 FTE Investigator Position
Safety Impact	Intended to protect public safety in Oregon and Clackamas County during the upcoming legislative session.
Duration	Six months or until total compensation level has been reached.
Previous Board Action	None
Contact Person/Phone Number	Sarah Brown (503) 650-3532
Contract No.	None
Approved as to Form	Yes, by County Counsel on Jan 31, 2013

#### BACKGROUND:

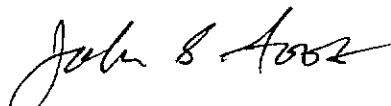
The upcoming legislative session will include some very complicated and important public safety/criminal justice/mental health issues which could have dramatic consequences on the operation of the Clackamas County District Attorney's Office. In fact, these potential issues could and probably will impact virtually all aspects of local criminal justice offices around the state. The three (3) metro area District Attorneys' Offices have been discussing these potential issues for some time. They include possible changes to our current sentencing system and possible improvements to the way the mentally ill are handled, particularly on serious violent cases up to and including Aggravated Murder.

Therefore, our offices have agreed to share the expense of an additional part time staff person to assist in research, writing and strategic thinking on these issues. The person we have selected is an extremely experienced former prosecutor who is well known and respected throughout Oregon. It is our intent to only keep this position during the session.

#### RECOMMENDATION:

The District Attorney respectfully recommends that the Board approve this Intergovernmental Agreement as submitted.

Sincerely,



John S. Foote



**John S. Foote, District Attorney for Clackamas County**

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045  
503 655-8431, FAX 503 650-8943, [www.co.clackamas.or.us/da/](http://www.co.clackamas.or.us/da/)

INTERAGENCY AGREEMENT  
BETWEEN  
CLACKAMAS, MULTNOMAH, AND WASHINGTON COUNTY DISTRICT ATTORNEYS

I. Purpose

This Memorandum of Understanding is entered into between the Clackamas County District Attorney, Multnomah County District Attorney, and Washington County District Attorney to employ an experienced Senior Deputy District Attorney on a temporary basis.

II. Scope of Work and Cooperation

- A. The Deputy District Attorney, Sr. (DDA) will represent the interests of the combined District Attorney's Offices with Oregon legislators in an effort to protect public safety in Oregon and Clackamas County during the upcoming legislative session.

DDA tasks and responsibilities will include but not be limited to the following:

1. Work on behalf of each office and Oregon District Attorneys in general on issues regarding criminal sentencing and mental illness issues in the criminal justice system.
2. Attend weekly Oregon District Attorney Association (ODAA) legislative committee meetings in Salem.
3. Work with legislators, ODAA in general, and the Clackamas, Multnomah, and Washington County District Attorney offices to write and draft potential legislation and other documents in support of the work of these offices and ODAA.
4. Complete and submit timesheets to the Clackamas County Payroll Manager.

- B. The Clackamas County District Attorney agrees to:

1. Provide a Clackamas County workstation, county vehicle at a rental rate not to exceed \$350 a month, laptop from current inventory, and daily parking passes near the state capital for an estimated amount of \$416. (\$8.00 each x 52 [26 weeks x 2 x's a week])
2. Invoice Multnomah and Washington County monthly for 33% each of the DDA's salary and fringe using documentation provided by the Clackamas County Payroll department.
3. The DDA shall receive an hourly rate of \$57.56 not to exceed total compensation of \$36,000.

- C. The Multnomah County District Attorney agrees to:

1. Pay the 2013 Oregon State Bar membership fees for the DDA and provide a Multnomah County workstation as needed.
2. Reimburse Clackamas County monthly for 33% of the DDA's salary and fringe up to a total amount \$12,000.

- D. The Washington County District Attorney agrees to:

1. Provide a Washington County workstation as needed.
2. Reimburse Clackamas County monthly for 33% of the DDA's salary and fringe up to a total amount \$12,000.

III. Term of Memorandum

This memorandum shall commence on February 15, 2013, and shall continue until the maximum agreed upon compensation of \$36,000 has been reached or until terminated by either of the parties.

This memorandum is subject to termination by either of the parties when thirty (30) days written notice has been provided.

CLACKAMAS COUNTY  
BOARD OF COMMISSIONERS

MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
John Ludlow, Chair

\_\_\_\_\_  
Jeff Cogan, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WASHINGTON COUNTY  
COUNTY ADMINISTRATION

CLACKAMAS COUNTY  
DISTRICT ATTORNEY'S OFFICE

\_\_\_\_\_  
Rod Rice, Deputy County Administrator

  
\_\_\_\_\_  
John S. Foote, District Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*2/6/13*

MULTNOMAH COUNTY  
DISTRICT ATTORNEY'S OFFICE

WASHINGTON COUNTY  
DISTRICT ATTORNEY'S OFFICE

\_\_\_\_\_  
Rod Underhill, District Attorney

\_\_\_\_\_  
Bob Hermann, District Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



COPY

GARY BARTH  
DIRECTOR

**BUSINESS AND COMMUNITY SERVICES**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

February 14, 2013

Board of Commissioners  
Clackamas County

Members of the Board:

**Acceptance of a Grant from the Oregon Parks and Recreation Department, through  
the County Opportunity Grant Program for a replacement well at Barton Park**

The Oregon Department of Parks and Recreation (OPRD) has approved a grant request from Clackamas County Parks for funding assistance to drill a new water well at Barton Park. The new well is intended to increase potable water capacity at the park, to serve the camping, day use and park maintenance needs. The existing well is over 30 years old and is unable to produce enough water during the peak demand period in the summer months. The grant award is for 50% of the anticipated project cost, for a maximum of \$30,208 in grant funds, to be distributed on a reimbursement basis. The funds are being provided through the County Opportunity Grant Program, which is a competitive program available to counties in Oregon. The county's share of the project cost is in the approved County Parks budget.

OPRD has issued a grant agreement to Clackamas County, which must be executed prior to initiating work on the grant project. This is a standard agreement, which details the terms and conditions of the grant award. Clackamas County has been awarded grants from OPRD in the past and has entered into similar agreements. The grant project is time sensitive in that the well needs to be drilled and connected to the water distribution system prior to the start of the busy park season. The well will be located in the West Campground. Due to the nature of well drilling activities, the campground cannot be occupied during the well drilling activities. Upon final approval, County Parks will initiate the process of hiring a contractor to begin the work and have it completed as soon as possible.

**Recommendation:**

We recommend that the Board approve and execute the subject agreement. Please sign both copies and return to BCS.

Respectfully submitted,

Gary Barth, Director BCS

For information on this issue or copies of attachments  
Please contact Jeroen Kok, County Parks at (503) 742-4421

COPY

**COUNTY OPPORTUNITY GRANT PROGRAM  
GRANT AGREEMENT**

**COG12-05 – BARTON PARK WELL REPLACEMENT**

**THIS AGREEMENT** is made and entered into by and between the State of Oregon, acting by and through the **State Parks and Recreation Department**, hereinafter referred to as “OPRD,” and **Clackamas County**, hereinafter referred to as the “Sponsor.”

**RECITALS**

**WHEREAS**, under ORS 390.134, OPRD and Sponsor may enter into an agreement concerning acquisition, development, maintenance, care and use of county park and recreation sites, hereinafter called the “Project,” and OPRD may make grants of money to assist Sponsor in such projects; and

**WHEREAS**, OPRD and Sponsor desire to achieve improvements in county park and recreation facilities as hereinafter described in Sponsor’s Grant Application for the **Barton Park Well Replacement Project** in **Clackamas County**, and to that end, Sponsor proposes to perform work and/or acquire land as set out and described in this agreement.

**NOW, THEREFORE**, OPRD and the Sponsor agree to the following:

**AGREEMENT**

**1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, the Project shall be completed on **February 28, 2015**. This Agreement shall expire on the date final payment is made by OPRD.

**2. Agreement Documents.** This agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- Exhibit A: **Sponsor’s Grant Application**
- Exhibit B: **Progress Report Form**
- Exhibit C: **Request for Grant Reimbursement Form**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit B; Exhibit C; Exhibit A.

**3. Grant.** In accordance with the terms and conditions of this Agreement, OPRD shall provide Sponsor **\$30,208** or **50 percent** of the total project costs, whichever amount is less, for the purposes described in Section 5.

**4. Project Cost; Matching Funds.** Total Cost of the Project is **\$60,416**. The Sponsor **Match** is **\$30,208**. The Sponsor shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the County Opportunity Grant Program (COGP) Grant Manual.

**5. Project:** The Project consists of drilling a new well, installing a pump system, water lines and electrical upgrades to tie new well into the existing water system at Barton Park in Clackamas County. The Project is further described in the Sponsor’s Grant Application, which is attached hereto as Exhibit A.

53 Sponsor shall have one year from the Effective Date of this Agreement to commence substantial work (i.e.,  
54 for the Sponsor to award contracts for work or show at least 25% of work is complete). Projects not in  
55 compliance with this schedule may be cancelled unless OPRD determines, in its sole discretion, that Sponsor  
56 has provided to OPRD justification for an extension.

57  
58 **6. Progress and Final Reports.** Progress and final reports shall be provided using the form attached hereto  
59 as Exhibit B.

60 **a. Progress Reports:** Once work has begun, Sponsor shall report to the OPRD on work completed  
61 on a quarterly basis as follows:

62  
63 Period beginning January 1, ending March 31, . . . . . report is due **April 30.**

64 Period beginning April 1, ending June 30, . . . . . report is due **July 31.**

65 Period beginning July 1, ending September 30, . . . . . report is due **October 31.**

66 Period beginning October 1, ending December 31, . . . . . report is due **January 31.**

67  
68 **b. Final Report:** Sponsor must submit a final report within forty-five (45) days of the Project  
69 Completion Date or the termination date of the Agreement, whichever occurs earlier. The final report  
70 shall include a full and final accounting of all expenditures and a description of the work  
71 accomplished.

72  
73 **7. Disbursement and Recovery of Grant.**

74  
75 **a. Disbursement Generally.** OPRD shall disburse up to **90 percent** of the Grant Funds to Sponsor  
76 on a cost reimbursement basis upon approval of invoices submitted to OPRD. Sponsor may send  
77 invoices to OPRD at any time but no more than once per calendar quarter. Invoices must be in the  
78 form provided in Exhibit C attached hereto and provide detail indicating the nature of costs to be  
79 reimbursed, and all such costs must be directly related to the Project and Project budget as shown in  
80 Exhibit A. Invoices must be signed by an authorized representative of Sponsor. Prior to approval of  
81 any invoice, all reports due under Section 6 hereof must be complete and provided to and approved  
82 by OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of  
83 the Final Report and the completed Project.

84  
85 **b. Allowable Costs.** The Grant is for the Project and shall not be used for any other purpose. No  
86 Grant funds will be disbursed for any changes to the Project unless such changes are approved by  
87 OPRD by Amendment pursuant to section 13.b hereof. Sponsor shall not use any Grant Funds for  
88 administration, overhead or indirect costs, whether or not related to this Agreement.

89  
90 **c. Conditions Precedent to Disbursement.** OPRD's obligation to disburse Grant moneys to  
91 Sponsor under this Agreement is subject to satisfaction, with respect to each disbursement, of each of  
92 the following conditions precedent:

93  
94 **i.** OPRD has received sufficient funding, appropriations, limitations, allotments, or other  
95 expenditure authority sufficient to allow OPRD, in the exercise of its reasonable  
96 administrative discretion, to make the disbursement.

97  
98 **ii.** No default as described in section 11 has occurred.

99  
100 **iii.** Sponsor's representations and warranties set forth in section 8 are true and correct on the  
101 date of disbursement with the same effect as though made on the date of disbursement.

102  
103 **d. Recovery of Grant Moneys.** Any Grant moneys disbursed to Sponsor under this Agreement  
104 that are expended in violation or contravention of one or more of the provisions of this Agreement  
105 ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this  
106 Agreement must be returned to OPRD. Sponsor shall return all Misexpended Funds to OPRD

107 promptly after OPRD's written demand and no later than 15 days after OPRD's written demand.  
108 Sponsor shall return all Unexpended Funds to OPRD within 14 days after the earlier of expiration or  
109 termination of this Agreement.  
110

111 **8. Representations and Warranties of Sponsor.** Sponsor represents and warrants to OPRD as follows:  
112

113 **a. Organization and Authority.** Sponsor is a County of Oregon duly organized and validly  
114 existing under the laws of the State of Oregon and is eligible to receive the Grant. Sponsor has full  
115 power, authority and legal right to make this Agreement and to incur and perform its obligations  
116 hereunder, and the making and performance by Sponsor of this Agreement (1) have been duly  
117 authorized by all necessary action of Sponsor and (2) do not and will not violate any provision of any  
118 applicable law, rule, regulation, or order of any court, regulatory commission, board, or other  
119 administrative agency or any provision of Sponsor's Articles of Incorporation or Bylaws (3) do not  
120 and will not result in the breach of, or constitute a default or require any consent under any other  
121 agreement or instrument to which Sponsor is a party or by which Sponsor or any of its properties  
122 may be bound or affected. No authorization, consent, license, approval of, filing or registration with  
123 or notification to any governmental body or regulatory or supervisory authority is required for the  
124 execution, delivery or performance by Sponsor of this Agreement.  
125

126 **b. Binding Obligation.** This Agreement has been duly executed and delivered by Sponsor and  
127 constitutes a legal, valid and binding obligation of Sponsor, enforceable in accordance with its terms  
128 subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of  
129 creditors' rights generally.  
130

131 **c. Use of Project property:** Sponsor further warrants that the land within the project boundary  
132 described in Exhibit A shall be dedicated and used for a period of no less than **20 years** from the  
133 completion of the Project. Sponsor agrees to not change the use of, sell, or otherwise dispose of the  
134 land within the Project boundary, except upon written approval by OPRD. Leases for projects  
135 placed on federally owned property must be at least 25 years.  
136

137 If the Sponsor converts lands within the Project boundary to a use other than as described in the  
138 grant application or disposes of such land by sale or any other means, the Sponsor must provide  
139 replacement property acceptable to OPRD within 24 months of either the conversion or the  
140 discovery of the conversion.  
141

142 If replacement property cannot be obtained within the 24 months, the Sponsor will provide payment  
143 of the grant program's prorated share of the current fair market value to the State. The prorated  
144 share is that percentage of the original grant (plus any amendments) as compared to the original  
145 project cost(s). The replacement property must be equal to the current fair market value of the  
146 converted property, as determined by an appraisal. The recreation utility of the replacement property  
147 must also be equal to that of the lands converted or disposed.  
148

149 If conversion should occur through processes outside of the Sponsor's control such as condemnation  
150 or road replacement or realignment, the Sponsor will be required to pass through to the State that  
151 prorated share of whatever consideration is provided to the Sponsor by the entity that caused the  
152 conversion. The monetary value of whatever consideration provided by the taking will normally  
153 consist of the fair market value of the property established by an appraisal.  
154

155 The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in  
156 this Agreement or implied by law.  
157

158 **9. Certain Covenants of Sponsor.** Sponsor shall:

159  
160 **a. Grant Funds.** Vigilantly safeguard the Grant moneys received hereunder and maintain financial  
161 controls sufficient to protect such moneys and ensure that the Grant moneys are used solely for  
162 purposes of the Project;

163  
164 **b. Completion.** Complete the Project on or before the expiration date of this Agreement and  
165 submit a final report for the Project to OPRD in accordance with Section 6 hereof.

166  
167 **c. Publicity.** Sponsor shall make every effort to acknowledge and publicize OPRD's participation  
168 and assistance with the project. Sponsor agrees to place signs at the Project location acknowledging  
169 OPRD's grant program support. Sponsor also agrees to maintain the signs for the earlier of life of  
170 the project or a period of twenty (20) years. OPRD may withhold final reimbursement payment until  
171 signage has been placed.

172  
173 **d. Public Access to Project:** The Sponsor shall allow open and unencumbered public access to the  
174 completed Project to all persons without regard to race, color, religious or political beliefs, sex,  
175 national origin, or place of primary residence.

176  
177 **10. Records Maintenance and Access.**

178  
179 **a. Access to Records and Facilities.** OPRD, the Secretary of State of the State of Oregon  
180 (Secretary) and their duly authorized representatives shall have access to the books, documents,  
181 papers and records of Sponsor that are directly related to this Agreement, the Grant moneys provided  
182 hereunder, or the Project for the purpose of making audits and examinations. In addition, OPRD, the  
183 Secretary and their duly authorized representatives may make and retain excerpts, copies, and  
184 transcriptions of the foregoing books, documents, papers, and records. Sponsor shall permit  
185 authorized representatives of OPRD and the Secretary to perform site reviews of all services  
186 delivered as part of the Project.

187  
188 **b. Retention of Records.** Sponsor shall retain and keep accessible all books, documents, papers,  
189 and records, that are directly related to this Agreement, the Grant moneys or the Project for a  
190 minimum of six (6) years, or such longer period as may be required by other provisions of this  
191 Agreement or applicable law, following the expiration date. If there are unresolved audit questions  
192 at the end of the three-year period, Sponsor shall retain the records until the questions are resolved.

193  
194 **c. Expenditure Records.** Sponsor shall document the expenditure of all Grant moneys disbursed  
195 by OPRD under this Agreement. Sponsor shall create and maintain all expenditure records in  
196 accordance with generally accepted accounting principles and in sufficient detail to permit OPRD to  
197 verify how the Grant moneys were expended.

198  
199 **11. Default.** Sponsor shall be in default under this Agreement upon the occurrence of any of the following  
200 events:

201  
202 **a.** Sponsor fails to perform, observe, or discharge any of its covenants, agreements, or obligations  
203 set forth herein.

204  
205 **b.** Any representation, warranty or statement made by Sponsor herein or in any documents or  
206 reports relied upon by OPRD to monitor implementation of the Project, the expenditure of Grant  
207 moneys or the performance by Sponsor is untrue in any material respect when made;

208  
209 **c.** Sponsor (i) applies for or consents to the appointment of, or taking of possession by, a receiver,  
210 custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is  
211 generally unable, to pay its debts as they become due, (iii) makes a general assignment for the



benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of Sponsor, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Sponsor, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Sponsor or of all or any substantial part of its assets, or (iii) similar relief in respect to Sponsor under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Sponsor is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

e. **Remedies upon Default.** If Sponsor's default is not cured within 30 calendar days of written notice thereof to Sponsor from OPRD or such longer period as OPRD may authorize in its sole discretion, OPRD may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future grant awards from OPRD. If, as a result of Sponsor's default, OPRD demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Sponsor shall pay the amount upon OPRD's demand.

## 12. TERMINATION

a. **Termination for Convenience.** OPRD may terminate this Agreement at any time prior to the expiration date of this Agreement upon 15 days notice to Sponsor. Neither party shall incur any new obligations for the terminated portion of this Agreement and shall cancel as many obligations as possible immediately upon receipt of notification from the other party. Payment in full shall be allowed for the non-cancelable obligations properly incurred up to the effective date of the termination. All Unexpended Funds shall be returned to OPRD within 14 days of termination.

b. **OPRD Termination.** OPRD may terminate this Agreement:

i. Immediately upon written notice to Sponsor, if OPRD does not obtain sufficient funding and expenditure authorizations to allow OPRD to meet its payment obligations under this Agreement.

ii. Immediately upon written notice to Sponsor if state or federal laws, regulations, or guidelines are modified, changed or interpreted in such a way that OPRD does not have the authority to provide Grant moneys for the Project or no longer has the authority to provide the Grant moneys from the funding source it had planned to use.

iii. Upon 30 calendar days advance written notice to Sponsor, if Sponsor is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OPRD may specify in the notice.

260 **13. GENERAL PROVISIONS**

261  
262 **a. Indemnification.** To the extent permitted by the Oregon Constitution and the Oregon Tort  
263 Claims Act, Sponsor shall indemnify, defend (subject to ORS chapter 180), and hold harmless the  
264 State of Oregon and OPRD and their officers, employees, and agents from all claims, suits, actions,  
265 loses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of or relating  
266 to the activities of the Sponsor or Sponsor's officers, employees, sub-contractors, or agents under  
267 this Agreement.

268  
269 **b. Amendments.** This Agreement may be amended or extended only by a written instrument  
270 signed by both parties. A request for an extension of the Project Completion Date for a six month  
271 period may be granted if requested by Sponsor in writing at least 30 days prior to the Project  
272 Completion Date and the request includes a compelling need, as determined in OPRD's sole  
273 discretion, for the extension.

274  
275 **c. Participation in Similar Activities.** This Agreement in no way restricts Sponsor or OPRD from  
276 participating in similar activities with other public or private agencies, organizations, or individuals.

277  
278 **d. Duplicate Payment.** Sponsor shall not be compensated for or receive any other form of  
279 duplicate, overlapping or multiple payments for the same work performed under this Agreement  
280 from any agency of the State of Oregon or the United States of America or any other party,  
281 organization or individual. All sponsor matching contributions must be used and expended for this  
282 project only and within the Project period.

283  
284 **e. No Third Party Beneficiaries.** OPRD and Sponsor are the only parties to this Agreement and  
285 are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to  
286 give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a  
287 third person unless such a third person is individually identified by name herein and expressly  
288 described as intended beneficiary of the terms of this Agreement.

289  
290 **f. Notices.** Except as otherwise expressly provided in this Agreement, any communications  
291 between the parties hereto or notices to be given hereunder shall be given in writing by personal  
292 delivery, facsimile, or mailing the same, postage prepaid to Sponsor or OPRD to the applicable  
293 Principal Contact at the address or number set forth below, or to such other addresses or numbers as  
294 either party may indicate pursuant to this section. Any communication or notice so addressed and  
295 mailed shall be effective five (5) days after mailing. Any communication or notice delivered by  
296 facsimile shall be effective on the day the transmitting machine generates a receipt of the successful  
297 transmission, if transmission was during normal business hours of the Sponsor, or on the next  
298 business day, if transmission was outside normal business hours of the Sponsor. Any  
299 communication or notice given by personal delivery shall be effective when actually delivered.

300  
301 **OPRD:**  
302 Oregon Parks and Recreation Department  
303 County Opportunity Grant Program Coordinator  
304 725 Summer Street NE, Suite C  
305 Salem, OR 97301  
306 Phone: 503-986-0591  
307 Fax: 503-986-0793  
308 Email: [mark.cowan@state.or.us](mailto:mark.cowan@state.or.us)

309  
310 **Sponsor:**  
311 Clackamas County  
312 Jeroen Kok

313 150 Beavercreek Rd  
314 Oregon City, OR 97045  
315 Phone: 503-742-4421  
316 Fax: 503-742-4414  
317 Email: [jkok@clackamas.us](mailto:jkok@clackamas.us)  
318

319 **g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed  
320 in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.  
321 Any claim, action, suit or proceeding (collectively, "Claim") between OPRD (or any other agency or  
322 department of the State of Oregon) and Sponsor that arises from or relates to this Agreement shall be  
323 brought and conducted solely and exclusively within the Circuit Court of Marion County in the State  
324 of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any  
325 form of defense or immunity, whether sovereign immunity, governmental immunity, immunity  
326 based on the eleventh amendment to the Constitution of the United States or otherwise, from any  
327 Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE  
328 EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE,  
329 AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.  
330

331 **h. Compliance with Law.** Sponsor shall comply with all federal, state and local laws, regulations,  
332 executive orders and ordinances applicable to the Agreement or to the implementation of the Project.  
333 Without limiting the generality of the foregoing, Sponsor expressly agrees to comply with the  
334 following laws, regulations and executive orders to the extent they are applicable to the Agreement  
335 or the implementation of the Project: (a) all applicable requirements of state civil rights and  
336 rehabilitation statutes, rules and regulations, (b) Titles VI and VII of the Civil Rights Act of 1964, as  
337 amended, (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (d) the Americans  
338 with Disabilities Act of 1990, as amended, and ORS 659A.142, (e) Executive Order 11246, as  
339 amended, (f) the Health Insurance Portability and Accountability Act of 1996, (g) the Age  
340 Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975,  
341 as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) all  
342 regulations and administrative rules established pursuant to the foregoing laws, and (j) all other  
343 applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These  
344 laws, regulations and executive orders are incorporated by reference herein to the extent that they are  
345 applicable to the Agreement or the Project and required by law to be so incorporated. Sponsor shall  
346 not discriminate against any individual, who receives or applies for services as part of the Project, on  
347 the basis of actual or perceived age, race, creed, religion, color, national origin, gender, disability,  
348 marital status, sexual orientation, alienage or citizenship. All employers, including Sponsor, that  
349 employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017  
350 and provide the required Workers' Compensation coverage, unless such employers are exempt under  
351 ORS 656.126.  
352

353 **i. Severability.** If any term or provision of this Agreement is declared by a court of competent  
354 jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and  
355 provisions shall not be affected, and the rights and obligations of the parties shall be construed and  
356 enforced as if this Agreement did not contain the particular term or provision held to be invalid.  
357

358 **j. Assignment of Agreement, Successors in Interest.** Sponsor shall not assign or transfer any  
359 interest in this Agreement, enter into any subcontracts, or subgrant any Grant moneys, without the  
360 prior written approval of OPRD. Any such assignment, transfer, subcontract, or subgrant, if  
361 approved, is subject to such conditions and provisions, as OPRD may deem necessary. No approval  
362 by OPRD of any assignment, transfer, subcontract or subgrant shall be deemed to create any  
363 obligation of OPRD in addition to those set forth in this Agreement nor will OPRD's approval of an  
364 assignment, transfer, subcontract or subgrant relieve Sponsor of any of its duties or obligations under  
365 this Agreement.  
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**k. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 6, 8, 10, 13.a, 13.e, 13.g, 13.k and 13.l.

**l. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Sponsor, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**IN WITNESS THEREOF:** the parties hereto have caused this agreement to be properly executed by their authorized representatives as of the day and year hereinafter written.

**Sponsor:**

**OPRD Grant Program:**

By: \_\_\_\_\_  
Sponsor Signature

By: \_\_\_\_\_  
Mark Cowan, Grant Program Coordinator

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Steve Kay, Grants Division Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**State of Oregon, acting by and through its  
State Parks and Recreation Department**

By: \_\_\_\_\_  
Roger Roper, Assistant Director

\_\_\_\_\_  
Date

**Approved for legal sufficiency (when Grant amount exceeds \$150,000)  
Oregon Department of Justice**

By: \_\_\_\_\_ N/A \_\_\_\_\_

\_\_\_\_\_  
Date

Copy

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Grant Application for

# **Barton Park Replacement Well**

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## **Contact:**

**First Name:**

Jeroen

**Last Name:**

Kok

**Address 1:**

150 Beaver Creek Road

**Address 2:**

**City:**

Oregon City

**State:**

Oregon

**Zip Code:**

97045

**Contact Phone:**

503-742-4421

**Contact Fax:**

503-742-4414

**Contact Email:**

jkok@clackamas.us

**County:**

Clackamas County

**Agency:**

Clackamas County Parks Department

# Project:

**Project Name:**

Barton Park Replacement Well

**Funds Requested:**

\$30,208.00

**Matching Funds:**

\$30,208.00

**Total Cost:**

\$60,416.00

**Brief Project Description:**

The Barton Park water well project will involve drilling a new well to serve as the primary water source for the main portion of the park. The new well is needed to provide a more reliable well with sufficient volume to serve the county's busiest park. The existing well, established in 1978, has been strained for the past few years and, during peak use times, has failed to supply an adequate amount of potable water for both overnight camping and day-use areas. The well and pump have been heavily maintained but it has become obvious that the current well's volume is declining and is just not able to supply the volume of water needed during the busy spring and summer season. This project will fund a new well, pump system, water lines and electrical upgrades to tie the new well into the existing water system at the park.

**Percent of Grant:**

0.5000000000000000

**Percent of Match:**

0.5000000000000000

**Site Name:**

Barton Park

**Site Acreage:**

116.00

**Site Town - City:**

Barton Area (Unincorporated)

**Site County:**

Clackamas

**Site Description:**

Clackamas County's Barton Park is located just off Hwy. 224 in the community of Barton. Barton is about 9.8 miles east of Clackamas off Interstate 205, between the community of

Carver and the City of Estacada. Barton Park is the largest of our camping facilities with 102 RV and tent sites, and receives the largest number of day users out of all our facilities. Due to its short distance from town, and its pristine location on the Clackamas River, it has become the number one raft launching spot in the Portland metropolitan area. It is estimated that Barton Park receives 100,000 day-use visitors during the peak spring and summer use season, with an additional 16,000 day users during the off-season. In addition, approximately 4,500 camping reservations are made each year, with approximately 18,000 people utilizing the parks overnight camping facilities during the May 1 – October 1 camping season. Heaviesest use during the summer season is related to the recreation opportunities on the Clackamas River, an extremely popular float trip in the region. The large group picnic facilities are also a major attraction, as is the overnight camping facilities located close to the Portland metropolitan area. Offseason use is focused on the popular and prolific fishing on the Clackamas River, as well as hiking and wildlife viewing.

**Latitude:**

45.382075143199998

**Longitude:**

-122.407813668000000

**Projected Start Date:**

March 1, 2013

**Projected End Date:**

March 30, 2013



## **Supplemental:**

**1. COUNTY PARKS OVERVIEW – Please describe your county park system, including: a) size of park system / number of parks; b) park attendance figures, if available; c) predominant uses of county park system (camping, day use, etc.); d) location, size and major uses of the particular park associated with this grant request. :**

Clackamas County Parks has nine developed and eight undeveloped park sites which total 740 acres of land. Our nine developed parks include Barton, Boones Ferry Marina, Boring Station, Carver, Eagle Fern, Feyrer, Hebb, Metzler, and Wilhoit Springs parks. Barton, Metzler, and Feyrer all have developed tent and RV campsites for a total of 197 sites. There are 18 picnic areas within our parks, some that include shelters. Open areas in our parks provide opportunities for young children to enjoy the playgrounds, while adults participate in volleyball, baseball and horseshoe competitions. Barton with 102 campsites and Feyrer with 20 campsites are both located on popular rivers and provide campers with opportunities for fishing, rafting and boating while staying with us. Metzler Park with 75 campsites is set against Clear Creek in a beautiful wooded setting that includes a footbridge over the creek and hiking trails to enjoy. Metzler has become a popular destination for group camping events and is booked a year in advance for annual campouts. Our day use parks include Boones Ferry Marina, Carver, Eagle Fern, Hebb and Wilhoit Springs. Boones Ferry Marina is located on the Willamette River, provides mooring slips, a boat launch and parking for boaters. Carver Park is located just downstream from Barton Park on the Clackamas River and provides a boat ramp, parking, and day use picnic areas. Eagle Fern Park is set among a towering Western Red Cedar and Douglas Fir forest that includes one of the largest old growth timber stands in the region. Numerous hiking trails, a footbridge, and picnic shelters make this park a perfect spot for connecting with nature. Hebb Park is also located on the Willamette River, and features a boat ramp, dock, and boarding floats, and provides for fishing, hiking, and picnicking activities. Wilhoit Springs is our historic park that contains an effervescent mineral spring which once attracted visitors from all over the Northwest to experience what was a "spa like" resort, and to drink the water. Wilhoit is bordered by old growth forest and features alpine like meadows where visitors can view wildlife in their native setting.

**2. PROJECT DESCRIPTION – Please describe the proposed project, including: a) where the project is located, the work to be done, who will do the work, and who will provide supervision; b) the projected start and end dates for the project. :**

The new well is proposed to be located in the West Campground, in close proximity to the existing well, pump, storage tank and distribution lines. The area is known to be a good location for a well based on the existing well. The well location will also help to minimize project costs by reducing the cost of electrical and distribution lines needed to support the new well and will help to centralize controls and equipment needed to manage a two-well system. Ideally, the project would be undertaken during the off-season (winter or early spring of 2013) to minimize impacts to overnight camping facilities. The construction timeline is estimated to be 10-14 days for drilling the well and installing the pump and other infrastructure and tying into existing water and electrical lines. This type of project is just too noisy and space intensive to undertake during the camping season (May 1 – October 1).

**3. NEED / BENEFITS OF THE PROJECT – Please explain the need for, and the benefits of, the project, including: a) what local or regional needs will be met and who will the primary users of the project be? b) What social, economic or other benefits will result from the project? c) How will the project meet needs identified in the Oregon Outdoor Recreation Plan (SCORP) d) If your county has an exceptional need for a grant, such as limited parks operating budget, the lack of public camping opportunities within the county, or the overall lack of county parks and recreation areas and facilities, please explain. :**

Barton Park is Clackamas County's largest and most heavily used County Park. The park is located on the Clackamas River and is popular year-round for its easy access to the Clackamas River for fishing, boating and floating. The park also has several large day-use picnic shelters that are popular for large family and company picnics, weddings and many other types of celebrations. The park also contains two large camp loops that are busy from when they open on May 1 until they close at the end of October each year. As a result of the heavy use, the park needs a reliable water system to serve various park uses, especially during the busy summer months. The existing well was first drilled and put into production in 1978. At the time, the well was capable of producing 50 gallons per minute, which was more than sufficient to accommodate water use at the park. As demand for water increased, a 10,000 gallon storage tank was installed at the park in order to provide the volume of water needed to meet peak demand. Recent flow tests of the old well indicate that it is now only capable of producing 20 gallons per minute. Peak park use days currently drain the 10,000 gallon storage tank and the old well is not able to re-fill the storage tank at a rate to prevent it from running dry. As a result, there were three incidents this summer when the water system failed, negatively impacting park users. Emergency repairs were undertaken to rectify the situation, at a cost of several thousands dollars. A new well is needed in order to boost production to meet park water demands. The existing well will be retained to act as a back-up system should there be any problems with the new (primary) well; the two systems will be linked. A new well will allow Clackamas County to continue to serve local park patrons as well as those that come to visit the park from throughout the metropolitan area and the region. A reliable water source is critical to attracting and retaining repeat customers, whose user fees help to support park operations. The project supports infrastructure that is critical in keeping a large regional park open and operational. The park meets a diverse range of recreational needs including picnicking, camping, hiking, boating, and fishing. Clackamas County has struggled with severely restrained and diminishing budgets for the past several years. General Fund support for the County Park system has been reduced by over 50% over the past ten years and is now below 7% of the annual operations and maintenance budget. User fees and other revenue sources are not able to keep pace with the costs of operating a park system with a significant amount of aging infrastructure. Reestablishment of a reliable water system is critical in sustaining Barton Park operations and services and also for retaining Clackamas County's reputation as a popular and fun destination for local and regional users.

**4. PLANNING AND PUBLIC INVOLVEMENT Please describe any planning and public involvement efforts that led to the selection of the project, including: a) citizen involvement through public workshops, meetings or hearings; b) involvement of county parks board or local citizens' committees; c) development of a park master plan or other county parks plans; d) other public involvement. :**

The Barton Park Well Replacement project is Clackamas County's priority infrastructure project based on staff analysis of various priority infrastructure needs throughout the County Parks system. A "short-list" of projects was presented to the Clackamas County Parks Advisory Board at a series of meetings during the summer of 2012. This project received the unanimous endorsement of the Advisory Board after considering a number of factors and a number of projects. In addition, this project was specifically listed in County Parks Budget submittal for the current fiscal year. The project was considered in public meeting at the County Parks level as well as at the County Budget review and approval level, which included public meetings, opportunities to review and comment via online information and via broadcast on local cable television.

**5. ENVIRONMENTAL ASSESSMENT** Please describe any adverse or beneficial environmental impacts resulting from the project. Include answers to the following questions: a) Is the site in a flood plain or does it involve a wetland? b) Are there any threatened or endangered species on the site? c) Are there historic or cultural sites involved? d) What agencies or persons did you contact to determine environmental impacts? (Please list agencies/persons contacted). :

The proposed new well will be located so as to minimize the potential for any adverse environmental impacts. The location will be in a previously developed portion of the park, which will also tie into the existing and extensive water distribution system located in the park. In addition, the well will be deep enough, and draw a fairly small volume of water, so that it is unlikely to have an impact on the riparian or hyporheic zones of the Clackamas River.

**6. ACCESSIBILITY FOR PEOPLE WITH DISABILITIES** Please answer all of the following questions about accessibility for people with disabilities: a) Does the county have an ADA Transition Plan? b) What is the topography of the project site (flat, hilly, rough, uneven, etc.)? c) What is the surface of existing or proposed parking areas? How many parking spaces are (or will be) allocated for people with disabilities? d) What is the slope and surface of any roads or trails that will be used as accessibility routes to various parts of the park? e) If you are developing campsites, what percent will be accessible? Describe the length, width, and surface material at the sites, and accessible amenities at the sites. What is the distance to the nearest accessible restroom and potable water? f) Do existing restrooms and/or shower buildings at the park meet ADA guidelines? If not, what are your plans for making them accessible? g) If you are developing new day use facilities within a campground (picnic areas, shelters, fishing docks, playgrounds etc.) how will they be made accessible? h) How does your park system address special accessibility concerns/needs for people with sight or hearing impaired disabilities? :

The subject project does not impact accessibility for people with disabilities.

**7. SOURCE OF FUNDING** Please provide additional information about the sources of funding that will be used as the local match, including the following: a) How firm is your local match – have the matching funds been committed to this project by your board or commission? b) Describe any in-kind donations (volunteer labor, donated materials, etc.) in the project. c) Discuss your agency's ability to meet long-term maintenance costs for the project. :

The County has budgeted County Park Trust Fund dollars to support the local match

needed for the grant project. County Trust Funds are dedicated exclusively to County Park projects. The funds have been accrued and are available in a reserve account. The new well, acting as the new primary water source for the West Campground and all of the day-use areas in the park will be easy to maintain for our parks staff since well and equipment will be new and much more reliable than the existing well and equipment. County parks staff has extensive and intimate knowledge of the wells, storage tanks, pumps and water distribution system at Barton Park, and is capable of dealing with most day-to-day monitoring and maintenance activities. Maintenance funds are budgeted in anticipation of day-to-day maintenance costs associated with the park infrastructure. In addition, the County is currently working on an asset management system to document existing County Park infrastructure, life expectancy, deferred maintenance and replacement costs. This plan will increase our knowledge and capacity to maintain park infrastructure.

**8. SUSTAINABILITY Describe your intent, strategies, documentation of results, and long-term management plans for sustainability in your project. :**

Due to current limitations on usable water volume at Barton Park, water conservation measures have been adopted to reduce water use. Examples include: minimal irrigation, use of water efficient fixtures in restroom and shower facilities, and minimal equipment wash-down. In addition, water intensive uses by Parks staff are scheduled for off-peak park use days. These water conservation measures have become normal practice and will continue to be utilized after the new well is in place, in order to achieve County sustainability goals.

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**Grant Funding Request:**

\$30,208.00

Source of Funds	Amount
County Parks Trust Fund	\$30,208.00

**Total Match for Sponsor:**

\$30,208.00

**Total Project Cost:**\$60,416.00

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# Project Budget Worksheet

Expense	Amount
New well, pump and infrastructure	\$60,416.00
Total Project Cost:	\$60,416.00
Grant Funds Requested:	\$30,208.00
Total Match for Sponsor:	\$30,208.00



# Oregon

John A. Kitzhaber, MD, Governor

## Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE, Ste C

Salem, OR 97301-1266

(503) 986-0671

Fax (503) 986-0793

[www.oregonheritage.org](http://www.oregonheritage.org)

December 13, 2012

Mr. Mark Cowan

OPRD

725 Summer St NE STE C

Salem, OR 97301



RE: SHPO Case No. 12-1695

Barton Park Replacement Well Proj COG-12-05

FOE/construct new well

OPRD/Clackamas Co

2S 3E 23, , Clackamas County

Dear Mr. Cowan:

Our office recently received a request to review the proposal for the project referenced above. In checking our statewide cultural resource database, I find that there have been no previous cultural resource surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains.

While not having sufficient knowledge to predict the likelihood of cultural resources being within your project area, extreme caution is recommended during future ground disturbing activities. ORS 358.905 and ORS 97.740 protect archaeological sites and objects and human remains on state public and private lands in Oregon. If any cultural material is discovered during construction activities, all work should cease immediately until a professional archaeologist can assess the discovery. If your project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with your federal agency representative to ensure that you are in compliance with Section 106 of the NHPA.

If you have any questions about my comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please be sure to reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin, Ph.D., RPA

State Archaeologist

(503) 986-0674

[dennis.griffin@state.or.us](mailto:dennis.griffin@state.or.us)

# Progress Report

## County Opportunity Grant Program



DATE: \_\_\_\_\_

Sponsor Name:	RTP Agreement #:	Billing #:
Project Title:		
Billing Period:	Start Date:	End Date:

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**Description of Work Completed:**

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**Project Problems or Delays:**

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**Percentage of Project Completed to Date:**

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**Report Completed By:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
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**Received by OPRD:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Progress Reports are due no less than one per quarter. Progress Reports are required as part of all RTP Agreements.



