DRAFT

Approval of Previous Business Meeting Minutes: May 23, 2019 June 6, 2019

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at <u>https://www.clackamas.us/meetings/bcc/business</u>

<u>Thursday, May 23, 2019 – 10:00 AM</u> Public Services Building 2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard. Chair Commissioner Ken Humberston Commissioner Paul Savas Commissioner Martha Schrader Commissioner Sonya Fischer

CALL TO ORDER

- Roll Call
- Pledge of Allegiance
- I. <u>PRESENTATION</u> (Following are items of interest to the citizens of the County)
- 1. Recognition of the Small Business Development Center (SBDC) at Clackamas Community College, Recipient of the 2019 Pacific NW SBDC Excellence and Innovation Award; and Recognition of Marshall Doyle, 2019 Oregon State Small Business Person of the Year

Laura Zentner, Business & Community Services spoke about the two awards before the Board today and the Counties partnership with SBDC. She introduced Rob Campbell, Small Business Development Center Director and Marshall Doyle, Oregon State Small Business Person of the year. They thanked the Board for this acknowledgement. ~Board Discussion~

II. CITIZEN COMMUNICATION

https://www.clackamas.us/meetings/bcc/business

 Les Poole, Clackamas County – happenings in Salem, new taxes, fees and tolling, request we have a presentation regarding the budget, evening Business Meetings.
~Board Discussion~

III. CONSENT AGENDA

Chair Bernard announced there is a revised Consent agenda before us today, we have added two additional items that will be included when the Cleak reads the consent agenda by title. He then asked for a motion.

MOTION:

Commissioner Schrader:	I move we approve the Consent Agenda as Amended.
Commissioner Humberston: all those in favor/opposed:	Second.
Commissioner Fischer:	Aye.
Commissioner Humberston:	Aye.
Commissioner Savas:	Aye.
Commissioner Schrader	Aye.
Chair Bernard:	Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

- 1. Approval of Amendment No. 6 to the Intergovernmental Agreement with Multnomah County for a Public Health Officer – *Public Health*
- Approval of Amendment No. 5 to a Revenue Agreement 8485-05 with CareOregon for the Primary Care Payment Model (Track 1) Program - Per Member Per Month Incentive Program – Health Centers

- 3. Approval of Amendment No. 4 to a Revenue Agreement 8489-04 with CareOregon for the Primary Care Payment Model Program (Tract 2) Per Member Per Month Incentive Program Health Centers
- 4. Approval of Amendment No. 2 to an Agency Service Contract with ColumbiaCare Services Inc. for Residential Treatment Services *Behavioral Health*

B. Department of Transportation & Development

- 1. Approval of Amendment No. 4 to Supplemental Project Agreement No. 25214 with Oregon Department of Transportation for Salmon River (Elk Park Road) Bridge Project
- 2. Approval of an Intergovernmental Agreement between Clackamas County and Water Environment Services Related to the 82nd Drive Pipe/Pedestrian Bridge Project
- 3. Execution of a Purchase and Sale Agreement to Acquire Property on Springwater Road

C. <u>Finance Department</u>

1. Approval of Contract with ARJAE HVAC and Mechanical Services LLC, to Provide Roof Top Unit Renovation Project - *Procurement*

D. Elected Officials

- 1. Approval of Previous Business Meeting Minutes *BCC*
- 2. Request by the Clackamas County Sheriff's Office to Amend the Intergovernmental Agreement with the Oregon Department of Transportation for the Motor Carrier Safety Action Plan Enforcement (MCSAP) ccso

E. <u>Juvenile Department</u>

- 1. Approval of an Amendment to the Intergovernmental Agreement with Oregon Heath Authority for Behavioral Rehabilitation Services Reimbursements
- 2. Approval to Apply for the Oregon Criminal Justice Commission Specialty Court Grant Program

F. Business & Community Services

- 1. Approval of an Intra-Agency Agreement between Clackamas County Juvenile Dept. and Business & Community Services for Summer Parking Crews at Barton Park
- *2. Approval of a Modification of Grant Agreement 13 SA 11060600-013 with the USDA Forest Service – Mt. Hood National Forest for the Dump Stopper Program

G. Public & Government Affairs

1. Approval of an Intergovernmental Agreement with the City of Wilsonville Regarding Payment for Services Related to Willamette Falls Locks State Commission

IV. DEVELOPMENT AGENCY

1. Approval of Amendment No. 2 to the Contract with Harper Houf Peterson Righellis Inc. for Phase 2 of the Clackamas Regional Center Mobility Improvement Project - Procurement

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V. WATER ENVIRONMENT SERVICES

- 1. Approval of an Intergovernmental Agreement between Clackamas County and Water Environment Services Related to the 82nd Drive Pipe/Pedestrian Bridge Project
- 2. Approval of a Contract with RL Reimers Company for the Tri-City Hypochlorite and NPW Pump Station Improvement Project *Procurement*
- *3. Approval to Apply for a Grant with Portland General Electric for Renewable Energy Infrastructure Construction

VI. COUNTY ADMINISTRATOR UPDATE

https://www.clackamas.us/meetings/bcc/business

VII. <u>COMMISSIONERS COMMUNICATION</u> https://www.clackamas.us/meetings/bcc/business

MEETING ADJOURNED – 11:18 AM

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BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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<u>Thursday, June 6, 2019 – 10:00 AM</u> Public Services Building 2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard. Chair Commissioner Ken Humberston Commissioner Paul Savas Commissioner Martha Schrader Commissioner Sonya Fischer Housing Authority Commissioner Paul Reynolds

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item, he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

MOTION:

Commissioner Reynolds: Commissioner Humberston: all those in favor/opposed:	I move we approve the Housing Authority consent agenda. Second.
Commissioner Reynolds:	Aye.
Commissioner Humberston:	Aye.
Commissioner Schrader:	Aye.
Commissioner Savas:	Aye.
Commissioner Fischer	Aye.
Chair Bernard:	Aye – the Ayes have it, the motion carries 6-0.

- 1. Adoption of Revisions to the Housing Advisory Board Bylaws
- 2. Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing & Human Services to Fund the Housing Developer Position
- 3. Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing & Human Services for Property Maintenance and Repair of the Veteran Village Property
- 4. Approve of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Metro for the Webster Road Property Acquisition and Approval of the Execution of all Real Estate Documents Pertaining to the Acquisition of 1800 Webster Road, Gladstone

Chair Bernard announced the Board would adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

II. CITIZEN COMMUNICATION

https://www.clackamas.us/meetings/bcc/business

- Chair Bernard thanked Les Poole for coming to Salem and attending the T2020 meeting.
 - 1. Les Poole, Gladstone Evening Business Meetings, Community Involvement and Tolling Petition Update

III. PUBLIC HEARINGS

1. Board Order No. **2019-55** for a Transfer Jurisdiction from Clackamas County to the City of Tualatin of a portion of Borland Road, Market Road No. 4

Mike Bays, DTD presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas:	I move we approve the Board Order for a Transfer of Jurisdiction from Clackamas County to the City of Tualatin of a portion of Borland Road, Market Road No. 4.
Commissioner Fischer: ~Board Discussion~ all those in favor/opposed:	Second.
Commissioner Humberston:	Aye.
Commissioner Savas:	Aye.
Commissioner Schrader:	Aye.
Commissioner Fischer.	Aye.
Chair Bernard:	Aye – the Ayes have it, the motion carries 5-0.
2. Second Reading of Ordina	ance No. 03-2019 Amending Chapter 6.06, Parks Rules of the

2. Second Reading of Ordinance No. **03-2019** Amending Chapter 6.06, Parks Rules of the Clackamas County Code *first reading was 5-16-19*

Rick Gruen, County Parks presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone would like to speak.

https://www.clackamas.us/meetings/bcc/business

1. Les Poole, Gladstone – Supportive of the changes to the Park Rules.

Chair Bernard asked if anyone else would like to speak, seeing none he closed the public hearing and asked for a motion to read the Ordinance by title only.

MOTION:

Commissioner Humberston: Commissioner Savas: ~Board Discussion~ all those in favor/opposed:	I move we read the Ordinance by title only. Second.
Commissioner Humberston:	Aye.
Commissioner Savas:	Aye.
Commissioner Schrader:	Aye.
Commissioner Fischer.	Aye.
Chair Bernard:	Aye – the Ayes have it, the motion carries 5-0.
Chair Bernard asked the Clerk to	o read the Ordinance by title only and then asked for a motion.
MOTION:	
Commissioner Humberston:	I move we Adopt Ordinance No. 03-2019 Amending Chapter 6.06, Park Rules of the Clackamas County Code.
Commissioner Savas: all those in favor/opposed:	Second.
Commissioner Humberston:	Aye.
Commissioner Savas:	Aye.
Commissioner Schrader:	Aye.
Commissioner Fischer.	Aye.
Chair Bernard:	Aye – the Ayes have it, the motion carries 5-0.

IV. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion. **MOTION:**

Commissioner Savas: Commissioner Schrader: all those in favor/opposed:	I move we approve the consent agenda. Second.
Commissioner Humberston: Commissioner Savas: Commissioner Schrader: Commissioner Fischer.	Aye. Aye. Aye. Aye.
Chair Bernard:	Aye – the Ayes have it, the motion carries 5-0.

A. <u>Health, Housing & Human Services</u>

- 1. Approval of Amendment No. 18 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County *Public Health*
- 2. Approval of Amendment No. 1 to the Intergovernmental Agreement with Washington County for Public Health Modernization within the Communicable Disease Program *Public Health*
- 3. Approval of an Intergovernmental Subrecipient Agreement with Canby Adult Center to Provide Social Services for Clackamas County Residents – *Social Services*
- 4. Approval of an Intergovernmental Subrecipient Agreement with Friends of the Estacada Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
- 5. Approval of an Intergovernmental Subrecipient Agreement with the City of Oregon City/Pioneer Center to Provide Social Services for Clackamas County Residents *Social Services*
- 6. Approval of an Intergovernmental Subrecipient Agreement with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
- 7. Approval of a Service Agreement with Rite Aid Headquarters Corporation, Partnering with Clackamas County Health Centers Division in Participation with 340B Pharmacy Services Agreement *Health Centers*
- 8. Approval of a Contract Change Order with Gresham Roofing for the Re-roof Project at the Estacada Community Center *Community Development*
- 9. Approval of a Subrecipent Agreement with Clackamas Women's Services for Camp HOPE 2019 *Children, Families & Community Connections*
- 10. Approval of Amendment No. 2 to Intergovernmental Agreement No. 154378 with the State of Oregon, acting by and through its Department of Human Services (DHS), for the Job Opportunity & Basic Skills (JOBS) Program *Children, Families & Community Connections*
- 11. Approval of Local Grant Agreement with Northwest Family Services for Casa Esperanza, Culturally Specific Domestic Violence Shelter and Services – *Children, Families & Community Connections*
- 12. Approval of Brand Standardization with A-Dec, Inc. Dental Equipment for Gladstone Pediatric Dental Equipment *Procurement*

B. Department of Transportation & Development

1. Approval of a Contract with Knife River Corporation for the Damascus Paving Package Project - *Procurement*

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C. Finance Department

1. Approval of a Contract for Elevator Services from Kone, Inc., for the Facilities Maintenance Division - *Procurement*

D. <u>Elected Officials</u>

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

V. DEVELOPMENT AGENCY

1. Board Order No. **2019-56** Authorizing a Lease with One Monarch Center, LLC and Approval of a Commercial Lease

VI. COUNTY ADMINISTRATOR UPDATE

https://www.clackamas.us/meetings/bcc/business

The following item was approved and signed by Gary Schmidt, County Administrator on May 29, 2019 in accordance with Clackamas County Code, Appendix C-104. This action was necessary due to the cancellation of the May 30, 2019 Business meeting.

	DEPARTMENT	ITEM
1	Development Agency	Approval of an amendment to the Disposition
	May 29, 2019	Agreement between Clackamas County and
		Beavercreek Structures for the relocation of DTD
		Transportation Maintenance.

VII. COMMISSIONERS COMMUNICATION

https://www.clackamas.us/meetings/bcc/business

MEETING ADJOURNED 11:02 AM

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Tami Little County Assessor

Assessment & Taxation

July 11, 2019

Board of County Commissioners Clackamas County

Members of the Board:

Approval of ORMAP (the Oregon Map) Intergovernmental Agreement Contract # DOR-190-19 between the Clackamas County Assessor's Office and the Oregon Department of Revenue for the Administration of the Ad Valorem Property Tax System

Purpose/Outcomes	This IGA will provides funding to continue the conversion of
T dipose/outcomes	
	Clackamas County Mylar Assessor maps to digital Assessor
	maps to benefit Oregon's base map system to facilitate and
	improve the administration of the ad valorem property tax
	system as required under ORS 306.135.
Dollar Amount and	This semi-annual IGA Contract is \$29,430 for this funding
Fiscal Impact	period. Amount varies with each ORMAP grant request due to
•	funding availability. The County dedicates \$40,000 annually, to
	support the conversion of maps through quality control, new plat
	maintenance, plat and deed research and project management.
Funding Source	State of Oregon, Department of Revenue
Duration	Terminates June 30, 2020
Previous Board	The County has participated in this program since 1999 with the
Action/Review	BCC approval of IGA Contracts with the Dept. of Revenue twice
	a year in varying amounts. The Assessor's office and the GIS
	Division of the Technology Services Department typically apply
	for separate ORMAP grants, which is the case for this grant
	period.
Strategic Plan	1. Creation of a publicly available internet based data and
Alignment	document portal including all legally available data
	2. Build public trust through good government
Contract Dana an	
Contact Person	Bronson Rueda, Deputy Assessor – Department of Assessment
	& Taxation 503-655-8304

BACKGROUND:

This program, legislated in 1999 as ORS 306.135, provides for the funding from the Oregon Department of Revenue for GIS digital tax lot capture and the creation of digital Assessor's tax lot maps. The ORMAP program collects \$1.00 for each recorded land related document from all Oregon Counties. These funds go into a pool administered by the Oregon Department of Revenue. Funds are distributed to Counties based on competitive grant applications twice a year. This contract represents our spring 2019 award of our grant request for continuing work to retire Mylar Maps (paper maps created in the1960's) and create digital maps for the ORMAP program, which satisfies ORMAP Goal 6.

The product created by funds from this IGA contract benefits the County, the State, and most importantly, the public. Having an accurate ownership GIS layer allows uses of the data to make more informed decisions and provides a more accurate base map for other GIS map data.

This project is a collaborative effort between the Clackamas County's Assessor's Office and the GIS Division of the Technology Services Department. Also assisting in this effort is the County's Surveyor. County Counsel has reviewed, and approved, these on-going ORMAP contracts.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approves Intergovernmental Agreement Contract # DOR-190-19 with the State of Oregon Department of Revenue for the continued conversion of Mylar maps to a digital GIS database.

Respectfully submitted,

Jami Little

Tami Little County Assessor





Department of Revenue Property Tax Division

955 Center St NE PO Box 14380 Salem, OR 97309-5075 www.oregon.gov/dor

June 6, 2019

Tami Little, Clackamas County Assessor Clackamas County Assessment & Tax 150 Beavercreek Road Oregon City, OR 97045

Dear Ms. Little

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2019 through June 30, 2020.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contrac	Contract Number:				
Task	Deliverable	Award Amount			
1	150 County Assessor Maps	\$29,430.00			
2					
Total		\$29,430.00			

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Bran M Etter

Bram N. Ekstrand Property Tax Assistance and Oversight Section Manager Oregon Department of Revenue

cc: Clackamas County Assessor DOR Finance Department File

DEPARTMENT OF REVENUE ORMAP INTERGOVERNMENTAL AGREEMENT CONTRACT #DOR-190-19

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue ("Department") and Clackamas County A&T ("County").

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

- I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION
 - A. <u>Effective Date of Agreement.</u> This Agreement shall become effective on the date this Agreement has been signed by every party and all required approvals have been obtained.
 - B. <u>Award.</u> The Department shall provide funds in the amount of \$29,430.00 (the "Award") to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use the Award other than for costs for the Project.
 - C. <u>Project Completion.</u> County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by *June 30, 2020* ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before *July 31, 2020*.
- II. <u>DISBURSEMENTS</u>.
 - A. <u>Disbursement of Funds by the Department.</u> Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse the

Award to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.

- B. <u>Overpayment.</u> In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. <u>Disallowed Costs.</u> The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. <u>Cost Savings.</u> Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. <u>No Duplicate Payment.</u> The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

IV. CONDITIONS TO DISBURSEMENT

- Conditions Precedent to Disbursement. The Department shall not be obligated Α. to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. <u>Conditions Precedent to Final Disbursement.</u> The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

V. COVENANTS

- A. <u>Assignment.</u> If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. <u>Payments.</u> To the extent required by state and federal law, the County agrees to:
 - 1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
 - 2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.

C. <u>Liabilities.</u> County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. <u>Compliance with Applicable Law.</u> The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. <u>Records Maintenance.</u> The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and the Oregon Local Budget Law, ORS 294.305 to 294.565.. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. <u>Access.</u> The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

G. <u>Project Ownership.</u> The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. <u>Termination for Convenience.</u> Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. <u>Termination Because of Non-Appropriation or Project Ineligibility.</u>
 - 1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
 - 2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.
- C. <u>Termination for Default.</u> The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:
 - 1. The design and implementation of the Total Project is not pursued with due diligence; or
 - 2. The cadastral portions of the Total Project do not conform to the Department of Revenue <u>Oregon Cadastral Map System</u>; or

- 3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
- 4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
- 5. The County violates any other provision of this Agreement.
- D. <u>Rights and Remedies.</u> The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

VII. GENERAL PROVISIONS

- A. <u>Force Majeure.</u> Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. <u>Persons Not to Benefit.</u> No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. <u>No Third Party Beneficiaries.</u> The Department 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.
- D. <u>Successors and Assigns.</u> The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not

assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.

- E. <u>Severability.</u> The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. <u>Notice.</u> Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. <u>Counterparts.</u> This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, not withstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- Η. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is 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 COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY court. CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. <u>Merger Clause; Amendment; Waiver.</u> THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR

CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS. AGREEMENTS. OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, 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.

DEPARTMENT: State of Oregon, acting by and through its Department of Revenue Authorized Agency Signature COUNTY: Clackamas County (A&T)

By: _____

Ralph Amador, Chief Financial Officer

Date: _____

By: _____

Title: _____

Date: _____

Telephone:	

Fax No: _____

EXHIBIT A

AWARD LETTER COUNTY GRANT PROPOSAL





Department of Revenue Property Tax Division

955 Center St NE PO Box 14380 Salem, OR 97309-5075 www.oregon.gov/dor

June 6, 2019

Tami Little, Clackamas County Assessor Clackamas County Assessment & Tax 150 Beavercreek Road Oregon City, OR 97045

Dear Ms. Little

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2019 through June 30, 2020.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contrac	Contract Number:				
Task	Deliverable	Award Amount			
1	150 County Assessor Maps	\$29,430.00			
2					
Total		\$29,430.00			

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Bran M Etter

Bram N. Ekstrand Property Tax Assistance and Oversight Section Manager Oregon Department of Revenue

cc: Clackamas County Assessor DOR Finance Department File

ORMAP Grant Application

Section	n I. County and Gra	nt In	format	tion		
A. County: Clackamas County A&T			B. Funding Cycle: Spring 2019			
C. Project will help meet ORMAP Goal(s): 1 2 3 4 5 6 ⊠			D. Fund Request: \$29,430			
Section	n II. Summary of Pi	roject				Department Assessment
A. Brief	Overview of the Request	;				DPass DFail
requeste	ject is a continuation of Cl d for this period will be use 100 tax maps will be com	ed to an	notate, a	nd prepare	final digital As	
Scope an	d Deliverables					
Check	Deliverables	Brief a	descript	ion of the	deliverables	
	Tax Lot Conversion					
\square	Tax Map Annotation	Conve	rsion of l	Mylar Asse	essor Maps to f	inal Digital Assessor Maps
	Control Points					-
	Development					
	Other Assistance					
	Other Deliverable					
	Hardware/Software					
Decemb	ected Project Completion er 31, 2019 I Costs of Project (add lin				t exceed one ye	ear)
Deliverab				r of Items	Cost per Item	Total Cost
(see belo	1		150		\$196.20	\$29,430
	contribution (Detailed belo	w)				
Total for	r project					\$29,430
D. Partr	nerships and Contribution	ns (add				
Partner				Contributi	on	
Clackamas County Assessor's Office			\$15,000 - New plat maintenance, plat and deed research, quality control, cartographic QC. Annotation.			
Clackamas County GIS			\$25,000 –QC/ prep for map production/rectify to control/project management/problem tax lot conversion			
A. Asse	essor's Signature & Date:					
	l Coordinator – Name & Number:		mi Little 3-655-83			

G. Project Coordinator – Name & Tami Little, Assessor			
Title:			
E-mail address:	tamilit@co.clackamas.or.us		
Phone Number:	503-655-8302		
Mailing Address:	Clackamas County Assessment & Tax		
	150 Beavercreek Road		
	Oregon City, OR 97045		
Section III. Detail Project Information – Answer all questions			

A. Overview

1. Describe what the project is trying to accomplish.

Clackamas County is continuing retire Mylar Maps that were created in the 1960's. As the Digital taxlot layer is upgraded A&T updates & annotate Digital Assessor Maps in a Final form in accordance with ORMAP Goal 6 standards to retire Mylar maps.

2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?

The project will cover a variety of areas in the remaining 30% of the incomplete Final Digital Assessor maps.

3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a "status map" of your county.)

Prior to the fall 2006 ORMAP contract, all efforts were to re-map urban areas. As the digital GIS database developed through ORMAP funding and regular maintenance, we started to finalize Digital Maps and retire Mylar Assessment Maps that were up to ORMAP Goal 4 standards. This was though our normal maintenance process. Fall 2018 grant will be used for annotating maps that have line work up to ORMAP standards and are now designated as 'ready for Cartography in our map status' list after a temporary employee is selected.

4. Describe, in detail, your technical approach to the project (such as, mapping methodology).

Take converted digital maps and newly created tax lot parcel maps and identify missing Cartographic Elements that are required by the Department Of Revenue for Goal 4 compliant Assessor's cadastral maps by comparing the digital elements with the current Assessor's Mylar maps. Add those elements into an ORMAP/ESRI compliant geodatabase to produce final maps. Deeds, surveys, GPS points in our construction fabric layer, orthophotography, and existing tax lot maps are used to annotate and adjust tax maps to create **final digital** tax maps. To ensure quality, staff will use the ESRI Arcinfo 10.5 tools as well as the ORMAP Parcel editing tools to add annotation to create the cartographic features necessary to produce final maps.

5. Describe the project deliverables.

This project will deliver 100 additional final maps, fully annotated, rectified to control meeting ORMAP tax map standards. As new subdivisions are created those tax lots are mapped to ORMAP standards under our maintenance process.

6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.

Interns or temporary staff working under the supervision of the Cartography staff will do the work. They will annotate, verify deed and survey information to complete the assessor Map. Cartography staff will QC the maps to verify that everything is to ORMAP Goal 4 standards. Control points will obtained from County staff.

7. How will the county cartographer integrate the deliverables into the County's maintenance plan?

The County Cartographer will use various tools developed for maintenance to update any changes that might occur for the Assessor Maps finalized in this project. The projects deliverables will be part of the overall countywide GIS tax lot layer. The deliverables from this project will be used to complete the tax maps, directed exclusively by the County Lead Cartographer.

8. Provide a project timeline with milestones or completion dates.

This project deals with tax maps, of which 70% are completed. Based on current resources and anticipated ORMAP funding, we estimate completion of Goal 6 in June 2020. Thus far, we have finalized 2384 tax maps to ORMAP specifications to date.

9. Does this project have any partnerships? If yes, please identify them.

Yes. The deliverables from this project are used by many agencies as a base to map infrastructure and other details. Typical agencies outside the County who have entered into partnership agreements include cities, water districts, utilities providers, school districts, community planning organizations, and a variety of state and federal agencies. Additionally, Clackamas County has developed boundary agreements with all our County neighbors. We have agreements covering 100% of the area that bounds our county.

10. Describe any innovations utilized by this project.

We use the tools developed by the ORMAP tools group and have participated in that group from its inception either to be part of the application development team or as a test group. We are also using the latest tools developed by ESRI to stay current with ArcGIS releases. Finally, the deliverables from this project are allowing the Assessor's Cartographers to retire the old Mylar tax maps and completely replace them with a digital product.

11. Detail Costs (who is paying for what).

Approximately 20% of this project is funded by ORMAP. The remaining will come from County resources. The County Assessor's Office provides labor to input new plats for the maintenance portion of the over-all ORMAP project plus QC. Direct staff time on the ORMAP project will comprise the bulk of expenses for this project and will be evenly split between the County and ORMAP.

B. Quality Control

1. Who will be responsible for quality control (QC)?

All Quality Control is the responsibility of Clackamas County's Departments of Assessment and Taxation and Technology Services, GIS Division.

2. Will county cartography staff review the deliverables?

Yes. The cartography staff in the Assessor's Office performs the final QC. They insure all components are present and correct for map production to DOR and Clackamas County standards.

3. Will there be a review by Department of Revenue's cartography staff?

That is arranged by A&T Cartographers. DOR Cartography staff has come to the county to review our technique and process and are always welcome to see what we are doing with tax lot capture.

4. Describe QC procedures.

The quality control process is very extensive. A quality control checklist was developed for those entering COGO information and for those checking it. Ground control is evaluated as to its level of survey accuracy for the plat rectification process. If customary ground control is not available, rectified orthophotos are used. Plats controlled in this manor will be revisited when better ground control is obtained. Plats are never rubber sheeted. The County Surveyor resolves any errors that occur when rectifying to ground control (i.e. gaps and overlaps). In summary, all quality control efforts will meet or exceed ORMAP Technical Specifications.

C. Project Detail

1. Is this project an "edge matching project"? If so, how much of the county boundary will be completed?

No. 100% of edge matching has been completed with surrounding counties with prior projects and we have agreements with all our neighbors.

2. Is this project part of an ongoing or multi-phased remapping project?

Yes, this project is a continuation of our on-going re-mapping project as outlined in our Business Plan.

3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?

	Total Countywide	Meet Tech Specs	Percent Complete
Tax Lots	160,509	157,669	98.2
Tax Maps	3,382	2,384	70

4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?

No, our anticipated completion date is Dec. 2020, perhaps sooner.

5. Is this project part of a multi-county effort? If so, please explain.

No

6. Will the project cost be affected if it is not fully funding this cycle?

Yes. It will delay our overall completion time.

D. Data Availability

1. Does the county have a data sharing agreement with the State? Yes

2. Identify any data restrictions or licensing issues.

All data produced under the ORMAP program is freely available through a Data Sharing Agreement to other government agencies. Clackamas County has entered into an IGA with the State for data sharing. All publication of this data, particularly via the Internet, must comply with all Clackamas County policies and disclaimers as adopted by County Administration or the Board of County Commissioners. All data is governed by a data licensing agreement. The public has access to digital tax lot lines freely over a GIS Data Portal.

E. Background Information

Any other information that you feel may help support the project.

F. Other Issues - Please identify.

Submit completed forms to:

Contact Information	
Tel: 503-586-8128	
Fax: 503-945-8737	
or.map@state.or.us	
	Tel: 503-586-8128 Fax: 503-945-8737

RACIAL AND ETHNIC IMPACT STATEMENT This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. \Box The proposed grant project policies or programs could have a disproportionate or unique <u>positive</u> impact on the following minority persons:

Indicate all that apply:

Women

Persons with Disabilities

- _____ African-Americans
- _____ Hispanics
- Asians or Pacific Islanders
- _____ American Indians
- _____ Alaskan Natives

2. \Box The proposed grant project policies or programs could have a disproportionate or unique <u>negative</u> impact on the following minority persons:

Indicate all that apply:

_____ Women

- Persons with Disabilities
- African-Americans
- _____ Asians or Pacific Islanders
- _____ American Indians
- _____ Alaskan Natives

3. $X\square$ The proposed grant project policies or programs <u>will have no</u> disproportionate or unique impact on minority persons.

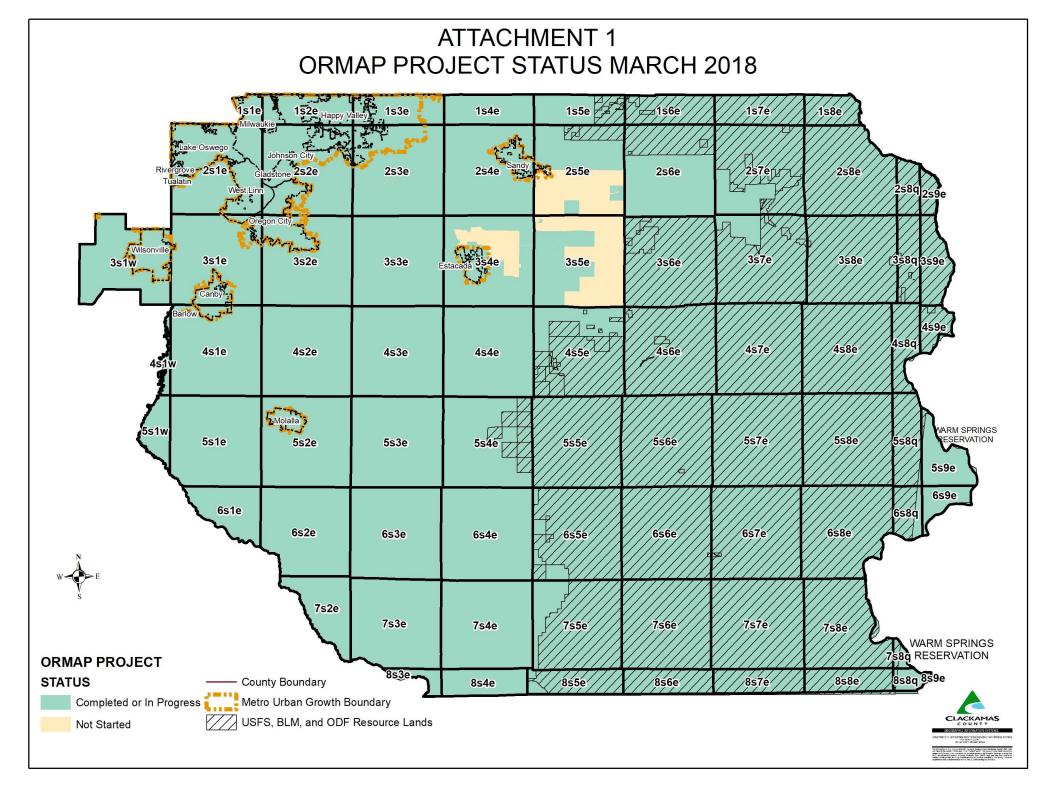
If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

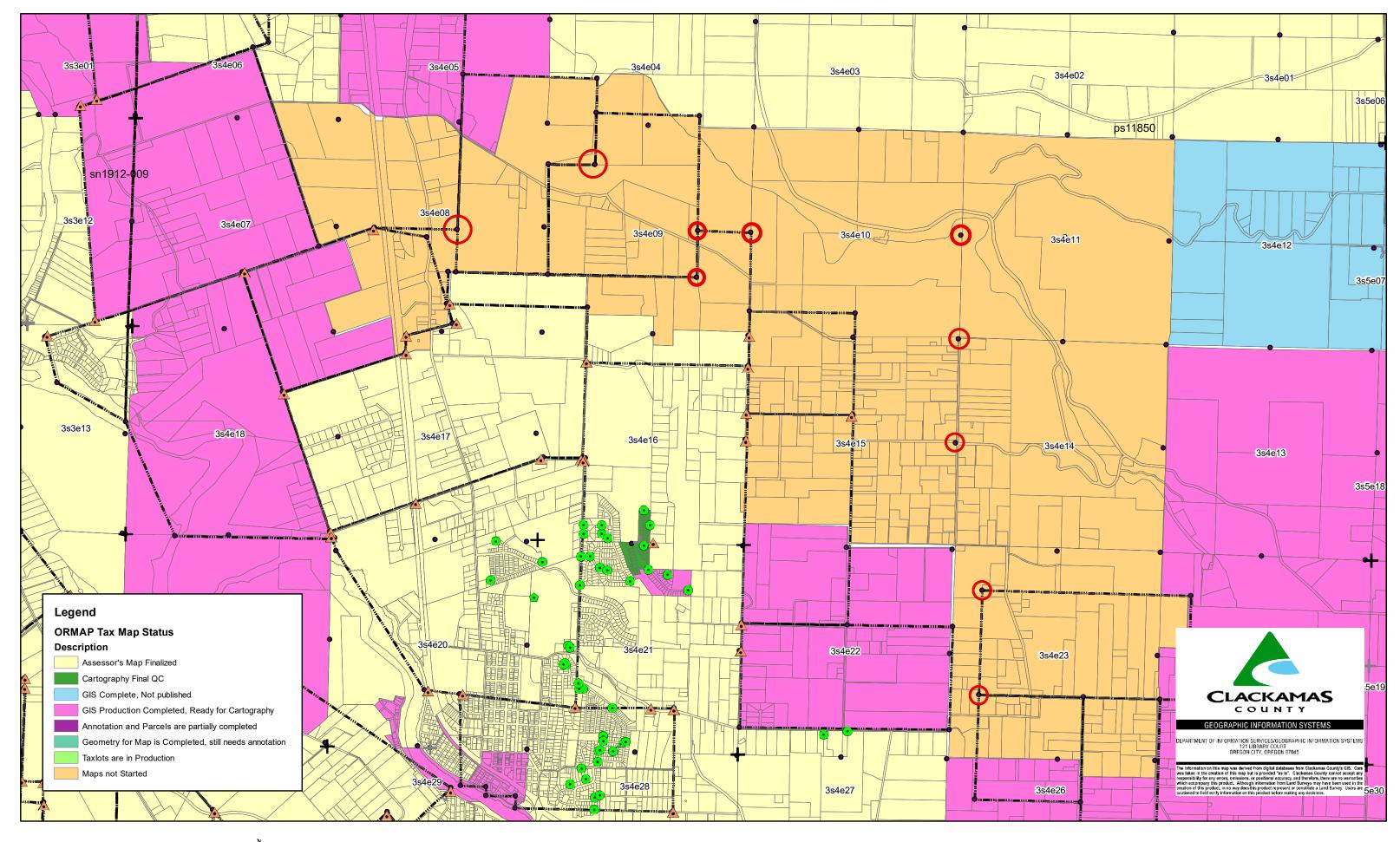
I HEREBY CERTIFY on this <u>28</u> day of <u>March</u> 20<u>19</u>, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Signature:_____

Printed Name: Tami Little Title: Assessor

¹"Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.





This Map is for ORMAP Project Planning.

5,750

2,875

0

5,750 Feet