



# AGENDA

## **Thursday August 11, 2016 - 10:00 AM** **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2016-77

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

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

1. Second Reading of Ordinance No. 03-2016 for Proposed Amendments to the Clackamas County Code (Stephen Madkour, County Counsel) *first reading was July 28<sup>th</sup>*
2. Board Order No's. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ for Boundary Change Proposal CL 16-004, CL 16-005 and CL 16-006 Annexation to Clackamas County Service District No. 1 (Chris Storey, County Counsel, Ken Martin Boundary Change Consultant)
3. Resolution No. \_\_\_\_\_ Referring a Ballot Measure Authorizing a Motor Vehicle Fuel Tax for County Road Maintenance (Stephen Madkour, County Counsel)
4. Resolution No. \_\_\_\_\_ Referring Ordinance Imposing a 3% Tax on Retail Sales of Marijuana Items by a Marijuana Retailer in Unincorporated Areas (Stephen Madkour, County Counsel)

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

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

1. Approval of an Agency Services Contract Amendment with Family Skill Builders for In-Home Safety and Reunification Services – *Children, Youth & Families*
2. Approval of an Agency Services Contract Amendment with Northwest Family Services for In-Home Safety and Reunification Services – *Children, Youth & Families*

3. Approval of Agency Service Contract with Northwest Family Services for Family Resource Coordinator Services – *Children, Youth & Families*
4. Approval of a Subrecipient Agreement with Todos Juntos for Family Resource Coordinator Services – *Children, Youth & Families*
5. Approval of Intergovernmental Agreement #148991, Amendment #2 with the State of Oregon Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents Age 60 and Over – *Social Services*
6. Approval of a Grant Agreement from the U.S. Department of Housing and Urban Development (HUD), for the Coordinated Housing Access System – *Social Services*
7. Approval of a Grant Agreement from the U.S. Department of Housing and Urban Development (HUD), Supportive Housing Program for the Housing Our Heroes Project – *Social Services*
8. Approval of a Revenue Agreement with Central City Concern for Funding of Behavioral Health Services at Chez Ami Apartments – *Behavioral Health*
9. Approval of a Revenue Intergovernmental Agreement with Multnomah County for Wraparound Care Coordinator Consultation Services – *Behavioral Health*
10. Approval of a Revenue Intergovernmental Agreement with Multnomah County for a Regional Prevention Coordinator for FY 2015/16 – *Behavioral Health*
11. Approval of an Agency Services Contract with ColumbiaCare Services, Inc. for Residential Treatment Services – *Behavioral Health*
12. Approval of an Agency Service Contract with ColumbiaCare Services, Inc. for Supported Housing Services – *Behavioral Health*
13. Approval of an Application to US Department of Housing and Urban Development, Continuum of Care Program Annual Renewal of Funds – *Housing & Community Development*

**B. Department of Transportation & Development**

1. Board Order No. \_\_\_\_\_ Declaring a Portion of Monterey Ave. to be County Road No. 3443

**C. Disaster Management**

1. Approval of FY15 Urban Area Security Initiative (UASI) Subrecipient Grant Agreement with Clackamas River Water

**D. Public & Government Affairs**

1. Board Order No. \_\_\_\_\_ In the Matter of the Service Area Expansion of the Cable Television Franchise with Comcast and Clear Creek Communications

**E. Business & Community Services**

1. Approval of a Contract with Moore Iocofano Goltsman, Inc. DBA MIG to Provide a North Milwaukie Industrial Area Plan for the City of Milwaukie - *Procurement*

**IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval to Submit an Application for the Revenue Grant Contract Agreement with Metro for Land Acquisition for North Clackamas Park.

**V. WATER ENVIRONMENT SERVICES**

*(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)*

1. Acceptance and Approval of Easement Between the Tri-City Service District and Country Village Estates, LLC for Sanitary Sewer Easement (Variable)
2. Acceptance and Approval of Easement Between the Tri-City Service District and Country Village Estates, LLC for Sanitary Sewer Easement (20 Foot)
3. Acceptance and Approval of Easement between the Tri-City Service District and Portland General Electric Company for Sanitary Sewer Easement

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

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



August 11, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
Assistants

Second Reading of Ordinance 03-2016 - Proposed Amendments  
to the Clackamas County Code

<b>Purpose/Outcomes</b>	Conduct public hearing of proposed amendments to County Code
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	The Board was presented with the amendments at its July 18, 2016 policy session.
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Stephen L. Madkour, County Counsel
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

Pursuant to County Code Chapter 1.01.100, the County Counsel is responsible for maintaining and updating the County Code. A Code Update Committee periodically meets to consider Code changes that are either proposed by staff, citizens, or identified by members of County Counsel as necessary or appropriate.

The Code Update Committee has approved several proposed changes to the County Code for Board consideration on a variety of topics. They include:

*Building Code Administration:* Clackamas County administers the State of Oregon building code, which is made up of various specialty codes covering all aspects of buildings and construction. Over time, new specialty codes are added, references to the certain specialty codes change, and the names and titles of the specialty code change altogether. The amendments to Chapter 9.02 will update the County Code to include the most up to date references to the State Building Code, which includes correct references to all of the respective specialty codes. The proposed amendments are attached.

*Chronic Nuisance:* Provides for clearer and more comprehensive approaches to chronic nuisance complaints by revising Chapter 6.08. This will allow County staff to better respond to citizen issues. The proposed amendments are attached.

*Employment Updates:* The proposed amendments are attached. The Code Update Committee has identified the inclusion of many employment provisions in the County Code as an inefficient approach. A work plan is being developed to provide for the removal of the provisions from the County Code and inclusion in a more accessible document to be created by County Counsel, County Administration and the Department of Employee Services.

Proposed changes to County Code 2.05 and 2.14:

- Remove County Surveyor from employment contract and removed unrepresented positions in the County Justice Court from the unclassified service (2.05.040.3; 2.14)
- Remove references to Board of County Commissioners and replace with County Administrator in the classification provisions (2.05.050)
- Remove references to County Administrator and replace with Department Director; revise language regarding salary grade adjustments, in the compensation provisions (2.05.060)

*LCRB Rules Update:* The Board and County Administration has requested a more permanent means for allowing the County Administrator to act on the Board's behalf during extended recesses, such as the traditional August and Christmas breaks. The Code Committee has also received requests for certain job titles to be authorized under the Local Contract Review Board ("LCRB") rules for delegated signing authority. The proposed amendments, attached, provide for both. A more complete update and revision of the LCRB rules is part of the Code Update Committee work plan over the next year.

*Solid Waste Commission Bylaws:* Recently, PGA worked with various boards and committees in the County to update the bylaws governing each entity. During this process, it was discovered that the bylaws for the Solid Waste Commission were contained in the County Code in Chapter 10.03. As part of PGA bylaw update process, the solid waste commission adopted a stand-alone bylaw document that incorporated, and expanded upon, many of the provisions currently found in Chapter 10.03. The BCC reviewed the new bylaws at its recent Policy Session on May 24, 2016. The revisions proposed to 10.03.090 -.110 will eliminate redundancies with the new bylaws, and remove unnecessary provisions from the County Code. The proposed amendments are attached.

**RECOMMENDATION:**

Staff recommends the Board conduct a public hearing and second reading of the proposed ordinances.

Respectfully submitted,

Stephen L. Madkour  
County Counsel

**ORDINANCE NO. 03-2016**

**An Ordinance Amending Clackamas County Code Chapter 2.05 Personnel Policies and Procedures for Clackamas County Employees, Chapter 2.14 County Surveyor, Chapter 9.02 Application and Enforcement of the Clackamas County Building Code, Chapter 10.03 Solid Waste and Waste Management, and Appendix C Local Contract Review Board Rules**

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Chapter 2.05 Personnel Policies and Procedures for Clackamas County Employees, Chapter 2.14 County Surveyor, Chapter 9.02 Application and Enforcement of the Clackamas County Building Code, Chapter 10.03 Solid Waste and Waste Management and Appendix C Local Contract Review Board Rules are hereby amended shown on Exhibit "A", attached hereto and incorporated herein by this reference.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

August 11, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Annexation to Clackamas County Service District No. 1

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
Assistants

<b>Purpose/Outcomes</b>	Conduct Public Hearing/Approve Order
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government – hold transparent and clear public processes regarding jurisdictional boundaries
<b>Contact Person</b>	Ken Martin, Boundary Change Consultant - 503 222-0955 Chris Storey, Assistant County Counsel
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL 16-004 is a proposed annexation to Clackamas County Service District No. 1.

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)) the City of Happy Valley has approved this petition.

This proposal was initiated by a consent petition of the owners of all of the property to be annexed. The petition meets the requirement for initiation set forth in ORS 198.855, ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally on the eastern edge of the District within the City of Happy Valley. The territory contains 223.36 acres, five vacant single family dwellings and is valued at \$10,938,790.

### **REASON FOR ANNEXATION**

The property owners desire annexation to provide sewer service to facilitate development of a 600 unit planned unit development.

### **CRITERIA**

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party<sup>1</sup>; and
3. The proposed effective date of the boundary change.

Service availability is covered in the section below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

- (1) Find that the change is consistent with expressly applicable provisions in:
  - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;

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<sup>1</sup> A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.



- (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
  - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
  - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
  - (E) Any applicable comprehensive plan;
  - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
  - (B) Affect the quality and quantity of urban services; and
  - (C) Eliminate or avoid unnecessary duplication of facilities and services.

Staff has reviewed the above criteria and provided draft findings as an exhibit to the proposed board order included herewith.

**RECOMMENDATION:**

Based on the attached Order and Findings, staff recommends approval of Proposal No. CL-16-004, annexation to Clackamas County Service District No. 1.

Respectfully submitted,

Chris Storey  
Assistant County Counsel

In the Matter of Approving  
Boundary Change Proposal  
No. CL 16-004: Annexation into  
Clackamas County Service  
District No. 1

ORDER NO.

**WHEREAS**, this matter coming before the Board at this time, and it appearing that all of owners of the land in the territory to be annexed have petitioned to annex the territory to Clackamas County Service District No. 1;

**WHEREAS**, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

**WHEREAS**, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

**WHEREAS**, it further appearing that this matter came before the Board for public hearing on August 11, 2016 and that a decision of approval was made on August 11, 2016;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Boundary Change Proposal No. CL 16-004 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of August 11, 2016.

ADOPTED this 11th day of August, 2016.

BOARD OF COUNTY COMMISSIONERS

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Chair

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Recording Secretary

## FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed contains 223.36 acres, five vacant single family dwellings and is valued at \$10,938,790.
2. The property owners desire annexation to provide sewer service to facilitate development of a 600 unit planned unit development.
3. Oregon Revised Statute 198 directs the Board to “consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district.”

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party<sup>1</sup>; and
3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date is immediately upon adoption of an order by the County Board.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
  - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;

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<sup>1</sup> A “necessary party” is another governmental entity which includes the same area or provides an urban service to the area.

- (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
  - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
  - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
  - (E) Any applicable comprehensive plan;
  - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
  - (B) Affect the quality and quantity of urban services; and
  - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The original public facility plan for this area does call for service by the District. The proposal is consistent with the Comprehensive Plan as stated in Findings 5 & 6 below. No concept plans cover this area.

4. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall “. . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195.” ORS 197.015 says “Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components.” The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

5. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

\* \* \*

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.

6. The City of Happy Valley has zoned the area R-20, R-15 and R-10. The proposed development is under review with the City.
7. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
8. This area will be served to the east and south into the District's 12-inch line in SE 172<sup>nd</sup> Avenue.
9. The territory to be annexed is within the Sunrise Water Authority which has 6 and 18 inch lines in SE 147<sup>th</sup> to the west. Additional water lines are being constructed in the Pioneer Highlands subdivision to the north.
10. The area receives police service from City of Happy Valley which contracts with the Clackamas County Sheriff's Department.
11. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.
12. The area to be annexed is within the North Clackamas County Parks & Recreation District.

## CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

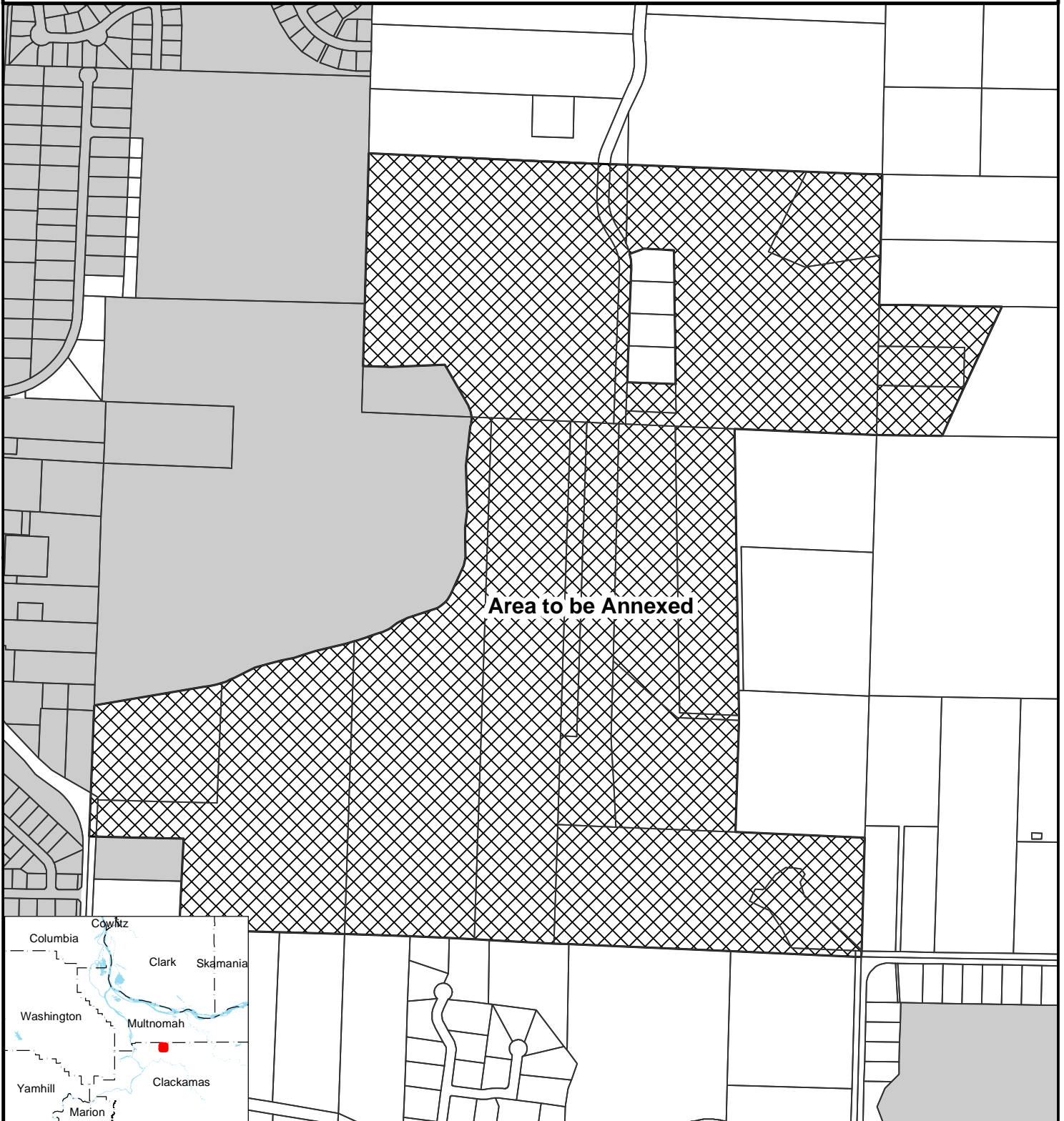
1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 3 & 7 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County's Comprehensive Plan and Happy Valley's Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District has service available to the area to be annexed as noted in Finding No. 8. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

# Proposal No. CL16-004

1S2E36, 1S2E25, 1S3E30

Annexation to Clackamas County Service District #1

Clackamas County





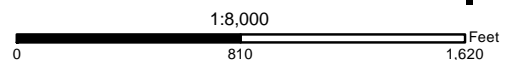
Area to be Annexed



Research Center  
600 NE Grand Ave  
Portland, OR 97232-2736  
(503) 797-1742  
<http://www.oregonmetro.gov/drc>

## Proposal No. CL16-004

-  Area to be annexed
-  Clackamas County Service District #1



The information on this map was derived from digital databases on Metro's GIS. Care was taken in the creation of this map. Metro cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

# EXHIBIT C

## MAP OF ANNEXATION

LOCATED IN THE SE 1/4 OF SECTION 25, THE NE 1/4 AND THE NW 1/4 OF SECTION 36, T1S, R2E, AND IN THE SW 1/4 OF SEC. 30 T1S, R3E, W.M., CITY OF HAPPY VALLEY, CLACKAMAS COUNTY, OREGON

06/14/2016

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

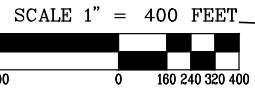
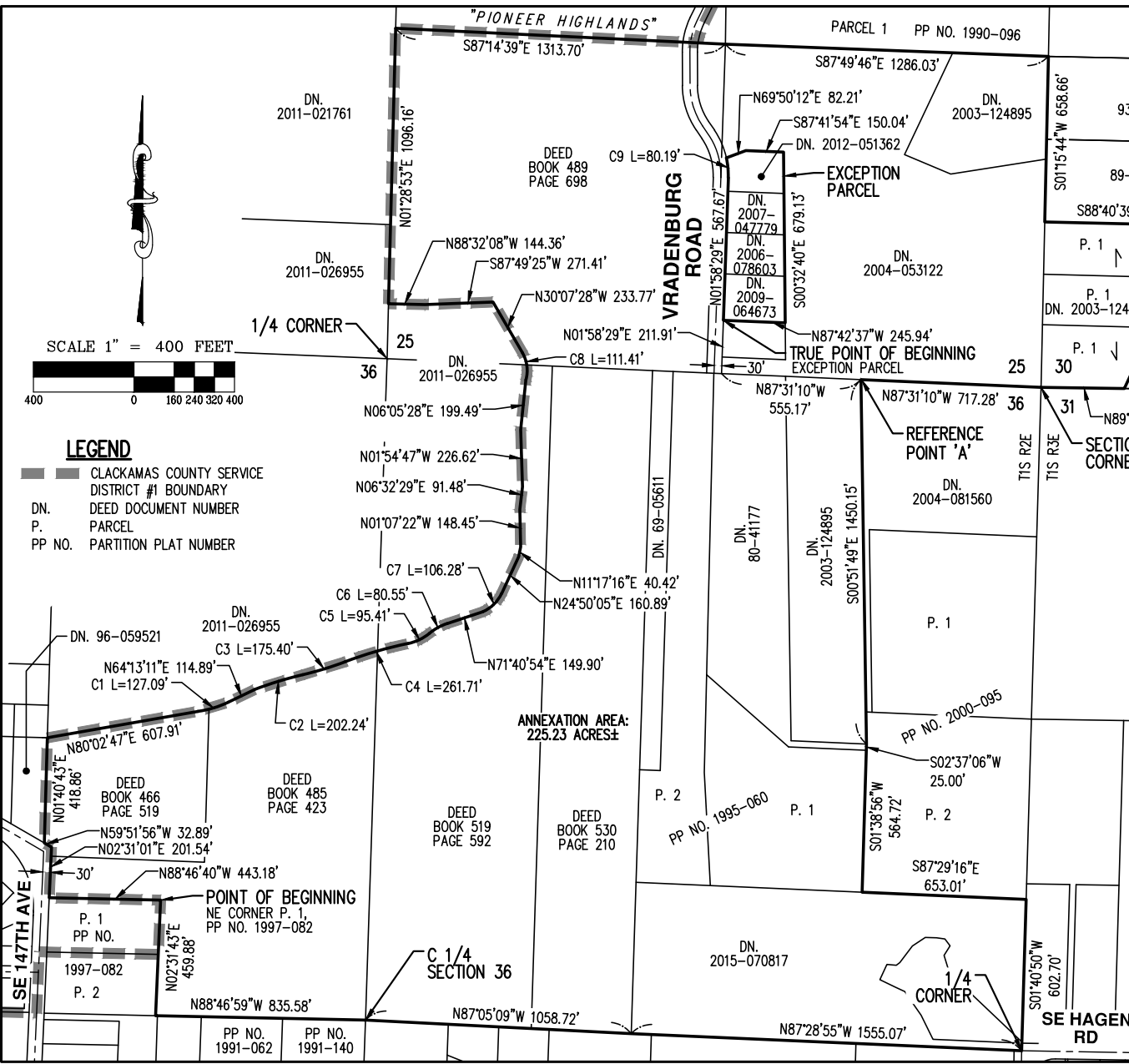
*[Signature]*  
**JANUARY 11, 2005  
ROBERT D. RETTIG  
60124LS  
RENEWS: 12/31/16**

**PREPARED FOR**  
SCOUTER'S MOUNTAIN, LLC  
602 NW CULPEPPER TER.  
PORTLAND, OR 97210

### CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	402.17'	18°06'20"	127.09'	N73°16'21"E 126.56'
C2	1506.13'	07°41'37"	202.24'	N72°56'21"E 202.09'
C3	1336.04'	07°31'19"	175.40'	N73°01'30"E 175.27'
C4	1654.89'	09°03'40"	261.71'	N73°47'41"E 261.44'
C5	196.38'	27°50'13"	95.41'	N64°24'24"E 94.47'
C6	217.76'	21°11'36"	80.55'	N61°05'06"E 80.09'
C7	145.66'	41°48'16"	106.28'	N45°44'13"E 103.94'
C8	140.08'	45°34'05"	111.41'	N07°20'26"W 108.49'
C9	316.44'	14°31'07"	80.19'	N05°17'04"W 79.97'

<b>CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 ANNEXATION</b>	<b>EXHIBIT C</b>
<b>SCOUTERS MOUNTAIN</b> AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 P: 503.563.6151 F: 503.563.6152 aks-eng.com	<b>DRWN: MSK CHKD: RDR AKS JOB: 3415</b>



**LEGEND**

- █ CLACKAMAS COUNTY SERVICE DISTRICT #1 BOUNDARY
- DN. DEED DOCUMENT NUMBER
- P. PARCEL
- PP NO. PARTITION PLAT NUMBER





August 11, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Annexation to Clackamas County Service District No. 1

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
Assistants

<b>Purpose/Outcomes</b>	Conduct Public Hearing/Approve Order
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government – hold transparent and clear public processes regarding jurisdictional boundaries
<b>Contact Person</b>	Ken Martin, Boundary Change Consultant - 503 222-0955 Chris Storey, Assistant County Counsel
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL 16-005 is a proposed annexation to Clackamas County Service District No. 1.

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)) the City of Happy Valley has approved this petition.

This proposal was initiated by a consent petition of property owners and registered voters. The petition meets the requirement for initiation set forth in ORS 198.855(3) (double majority annexation law), ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally on the eastern edge of the District within the City of Happy Valley. The territory contains 0.38 acres, one single family dwelling and a population of three.

## **REASON FOR ANNEXATION**

The property owners desire annexation to provide sewer service to the existing dwelling.

## **CRITERIA**

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party<sup>1</sup>; and
3. The proposed effective date of the boundary change.

Service availability is covered in the section below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
  - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;

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<sup>1</sup> A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
  - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
  - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
  - (E) Any applicable comprehensive plan;
  - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
  - (B) Affect the quality and quantity of urban services; and
  - (C) Eliminate or avoid unnecessary duplication of facilities and services.

Staff has reviewed the above criteria and provided draft findings as an exhibit to the proposed board order included herewith.

**RECOMMENDATION:**

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-16-005, annexation to Clackamas County Service District No. 1.

Respectfully submitted,

Chris Storey  
Assistant County Counsel

In the Matter of Approving  
Boundary Change Proposal  
No. CL 16-005: Annexation into  
Clackamas County Service  
District No. 1

ORDER NO.

**WHEREAS**, this matter coming before the Board at this time, and it appearing that more than half the electors and owners of more than half the land in the territory to be annexed have petitioned to annex the territory to Clackamas County Service District No. 1;

**WHEREAS**, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

**WHEREAS**, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

**WHEREAS**, it further appearing that this matter came before the Board for public hearing on August 11, 2016 and that a decision of approval was made on August 11, 2016;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Boundary Change Proposal No. CL 16-005 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of August 11, 2016.

ADOPTED this 11th day of August, 2016.

BOARD OF COUNTY COMMISSIONERS

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Chair

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Recording Secretary

## FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed contains 0.38 acres, one single family dwelling and a population of three.
2. The property owners desire annexation to provide sewer service to the existing dwelling.
3. Oregon Revised Statute 198 directs the Board to “consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district.”

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party<sup>1</sup>; and
3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date is immediately upon adoption.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
  - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
  - (B) Any applicable annexation plan adopted pursuant to ORS

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<sup>1</sup> A “necessary party” is another governmental entity which includes the same area or provides an urban service to the area.

195.205;

- (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
  - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
  - (E) Any applicable comprehensive plan;
  - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
  - (B) Affect the quality and quantity of urban services; and
  - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The original public facility plan for this area does call for service by the District. The proposal is consistent with the Comprehensive Plan as noted in the findings below. No concept plans cover this area.

4. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall “. . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195.” ORS 197.015 says “Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components.” The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

5. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

\* \* \*

6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.

6. The property is already fully developed as a single family residence within the City of Happy Valley.
7. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
8. The District has a 12 inch sewer line in SE 172<sup>nd</sup> available to serve this lot.
9. The territory to be annexed is within the Sunrise Water Authority and receives water service from that district.
10. The area receives police service from City of Happy Valley which contracts with the Clackamas County Sheriff's Department.
11. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.
12. The area to be annexed is within the North Clackamas County Parks & Recreation District.

## CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 3 & 7 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County's Comprehensive Plan and Happy Valley's Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District has service available to the area to be annexed as noted in Finding No. 8. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.



## **EXHIBIT B**

Proposal No. CL-16-005

A tract of land situated in Section 31, Township 1 South, Range 3 East, Willamette Meridian, Clackamas County, Oregon, being more particularly described as follows:

Lot 51, Block 2, Pleasant Valley Golf Estates Replat # 1355 (commonly known as tax lot 13E31C00500).

# EXHIBIT C

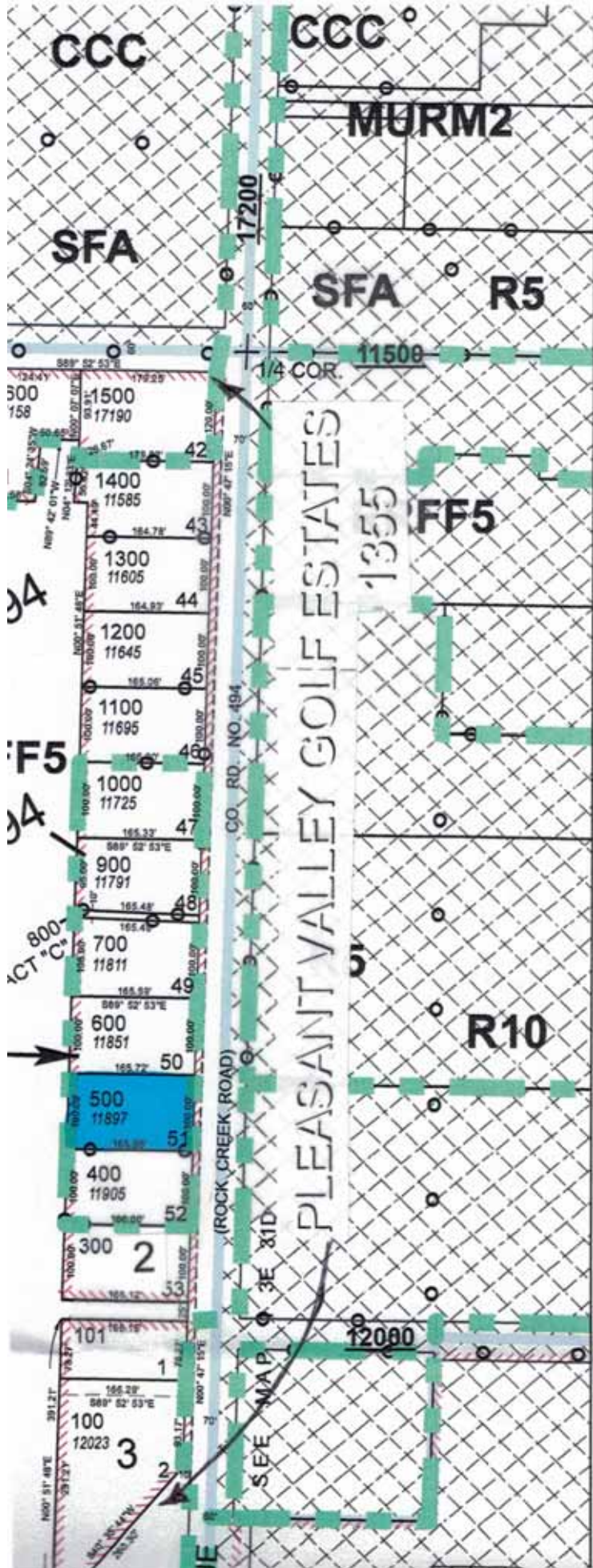
Proposal No. CL-16-005

S.W. 1/4 SEC. 31 T.1S. R.3E. W.M.  
CLACKAMAS COUNTY

1" = 200'

Cancelled Tax

200  
301E  
5900



- Parcel Boundary
- - - Private Road ROW
- - - Historical Boundary
- +— Railroad Centerline
- █ TaxCodeLines
- ▨ Map Index
- WaterLines
- Land Use Zoning
- ▨ Plats
- ▨ Water
- ⊙ Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- - - DLC Line
- - - Meander Line
- - - PLSS Section Line
- ⊗ Historic Corridor 40'
- ⊗ Historic Corridor 20'



August 11, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Annexation to Clackamas County Service District No. 1

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
Assistants

<b>Purpose/Outcomes</b>	Conduct Public Hearing/Approve Order
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government – hold transparent and clear public processes regarding jurisdictional boundaries
<b>Contact Person</b>	Ken Martin, Boundary Change Consultant - 503 222-0955 Chris Storey, Assistant County Counsel
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL 16-006 is a proposed annexation to Clackamas County Service District No. 1.

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)) the City of Happy Valley has approved this petition.

This proposal was initiated by a consent petition of property owners and registered voters. The petition meets the requirement for initiation set forth in ORS 198.855(3) (double majority annexation law), ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally on the eastern edge of the District within the City of Happy Valley. The territory contains 11.2 acres, and is valued at \$272,299.

## **REASON FOR ANNEXATION**

The property owners desire annexation to provide sewer service to facilitate eventual development with residential and mixed use projects.

## **CRITERIA**

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party<sup>1</sup>; and
3. The proposed effective date of the boundary change.

Service availability is covered in the section below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

- (1) Find that the change is consistent with expressly applicable provisions in:
  - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
  - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;

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<sup>1</sup> A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
  - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
  - (E) Any applicable comprehensive plan;
  - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
  - (B) Affect the quality and quantity of urban services; and
  - (C) Eliminate or avoid unnecessary duplication of facilities and services.

Staff has reviewed the above criteria and provided draft findings as an exhibit to the proposed board order included herewith.

**RECOMMENDATION:**

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-15-006, annexation to Clackamas County Service District No. 1.

Respectfully submitted,

Chris Storey  
Assistant County Counsel

In the Matter of Approving  
Boundary Change Proposal  
No. CL 16-006: Annexation into  
Clackamas County Service  
District No. 1

ORDER NO.

**WHEREAS**, this matter coming before the Board at this time, and it appearing that more than half the electors and owners of more than half the land in the territory to be annexed have petitioned to annex the territory to Clackamas County Service District No. 1;

**WHEREAS**, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

**WHEREAS**, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

**WHEREAS**, it further appearing that this matter came before the Board for public hearing on August 11, 2016 and that a decision of approval was made on August 11, 2016;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Boundary Change Proposal No. CL 16-006 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of August 11, 2016.

ADOPTED this 11th day of August, 2016.

BOARD OF COUNTY COMMISSIONERS

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Chair

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Recording Secretary

## FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed contains 11.2 acres, and is valued at \$272,299.
2. The property owners desire annexation to provide sewer service to facilitate eventual development with residential and mixed use projects.
3. Oregon Revised Statute 198 directs the Board to “consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district.”

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party<sup>1</sup>; and
3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date is immediately upon adoption.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
  - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
  - (B) Any applicable annexation plan adopted pursuant to ORS

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<sup>1</sup> A “necessary party” is another governmental entity which includes the same area or provides an urban service to the area.

195.205;

- (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
  - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
  - (E) Any applicable comprehensive plan;
  - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
  - (B) Affect the quality and quantity of urban services; and
  - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The original public facility plan for this area does call for service by the District. The proposal is consistent with the Comprehensive Plan as stated in the findings below. No concept plans cover this area.

4. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall “. . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195.” ORS 197.015 says “Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components.” The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

5. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:



POLICIES

Sanitary Sewage Disposal

\* \* \*

6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.

6. The City of Happy Valley Comprehensive Plan identifies the area as CCC (Community Commercial Center) and MUR (Mixed Use Residential).
7. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
8. The District's Rock Creek Interceptor is located just to the southwest of this property and would serve it.
9. The territory to be annexed is within the Sunrise Water Authority which can serve the site.
10. The area receives police service from City of Happy Valley which contracts with the Clackamas County Sheriff's Department.
11. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.
12. The area to be annexed is within the North Clackamas County Parks & Recreation District.

## CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 3 & 7 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County's Comprehensive Plan and Happy Valley's Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District has service available to the area to be annexed as noted in Finding No. 8. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

EXHIBIT B

LEGAL DESCRIPTION

A tract of land situated in the NW ¼ Section 6, Township 2 South, Range 3 East, Willamette Meridian, Clackamas County, Oregon, being more particularly described as follows:

PARCEL 2, PARTITION PLAT NO. 1993-016 IN THE CITY OF HAPPY VALLEY,  
COUNTY OF CLACKAMAS, STATE OF OREGON.

EXCEPT THE WEST 25 FEET OF R-O-W OF SE 169<sup>TH</sup> AVENUE.

Proposal No. CL-16-006

EXHIBIT C

012-237

501  
0.85 Ac.  
16475

IPU

12-184

CCC

SUNNYSIDE RD

1000  
11.30 Ac.

1002  
1.78 Ac.  
16710

1001  
1.91 Ac.  
13245 SE 169TH

PARCEL 1

MURA

PARCEL 2  
(11.57 Ac.)

012-188

1102  
5 Ac.  
20

1100  
1.55 Ac.  
17100

12-149

PARCEL 1

1200  
0.81 Ac.

IPU

1101  
5.18 Ac.

1103  
0.64 Ac.  
16921

12-149  
12-228

1600  
0.61 Ac.

MURM2

R10

R20

RRFF5

RRFF5

RRFF5

2 3 E 06B

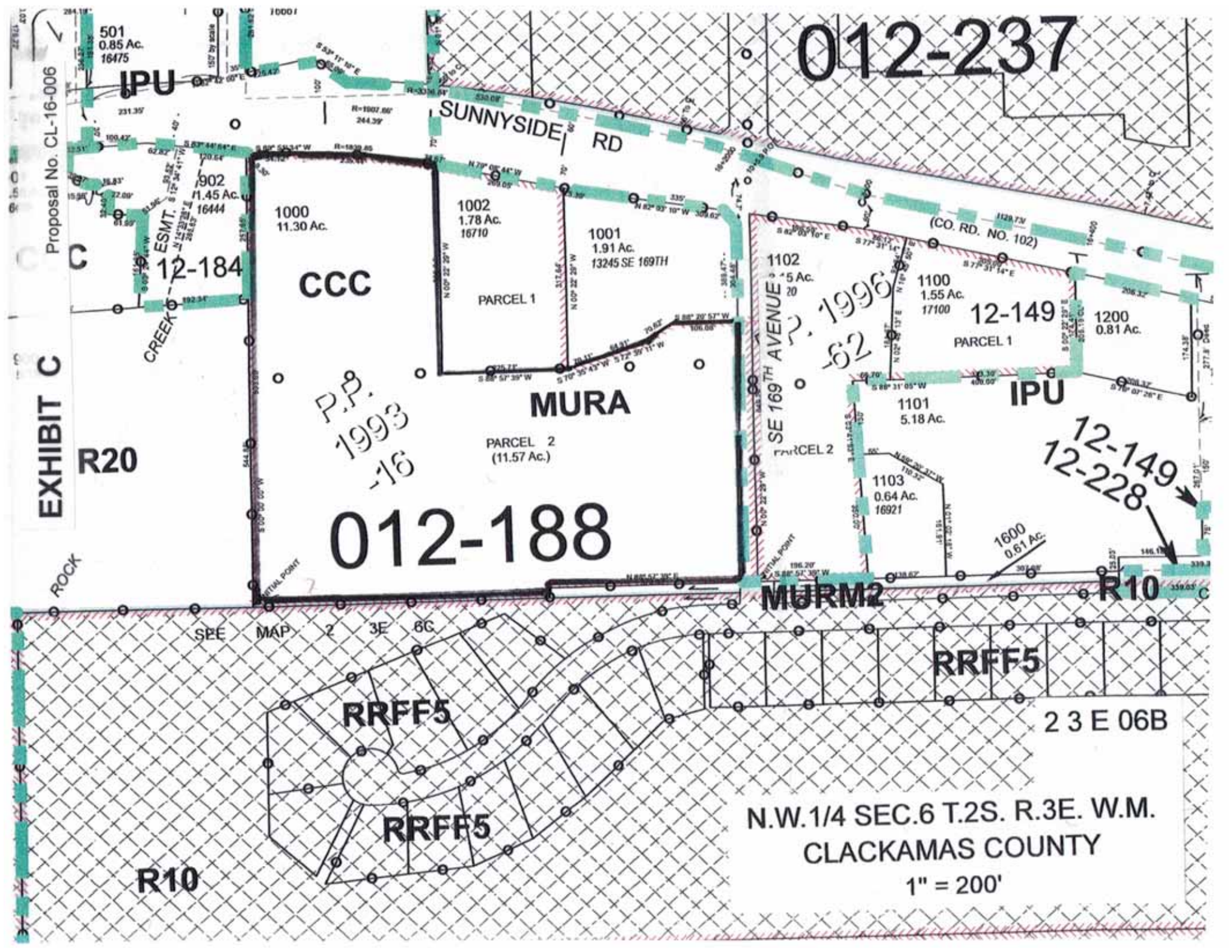
R10

N.W.1/4 SEC.6 T.2S. R.3E. W.M.  
CLACKAMAS COUNTY

1" = 200'

P.P.  
1993  
-16

1996  
-62





August 11, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
Assistants

Approval of a Resolution Referring a Ballot Measure Authorizing a Motor  
Vehicle Fuel Tax for County Road Maintenance

<b>Purpose/Outcomes</b>	Authorize a 6-cent-per-gallon tax on motor vehicle fuel sales in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Nominal internal staff costs. Estimated annual revenues of \$9 million.
<b>Funding Source</b>	Motor vehicle fuel tax
<b>Duration</b>	Seven years
<b>Previous Board Action</b>	Numerous policy sessions, including June 9, June 28, and July 12, 2016.
<b>Strategic Plan Alignment</b>	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Stephen L. Madkour, County Counsel Barbara Cartmill, Director DTD

**BACKGROUND:**

Funding for road maintenance and safety improvements primarily comes from gas taxes. State law forbids using ad valorem property taxes for roads. The County uses road funds efficiently, but is unable to keep pace with maintenance needs. Current efforts show a \$17 million annual gap between funds needed to maintain roads and revenue. Under the current funding structure, every year a larger percentage of county roads slip below minimum safety or maintenance levels due to the lack of funding, and the cost to reconstruct a road in the future is more than 10 times greater than the cost of providing preventive maintenance today.

The County desires to provide appropriate and safe roads for Clackamas County citizens and is searching for the approach means and manner for obtaining funding to provide the same. The Board of County Commissioners sought public feedback and input on road funding challenges. An advisory vote in May by the citizens of Clackamas County provided additional information for the Board of Commissioners in deciding the optimal way to meet the road funding challenge.

Clackamas County held a summit in June seeking feedback from the cities about means to address county road maintenance funding needs that could also support city transportation funding needs. The feedback from the cities at the summit included support for a “gas” tax contingent upon the County’s commitment to split the revenues with the cities – 60% to the County and 40% to the cities – and contingent upon the cities signing a resolution in support of the ballot measure.

The Clackamas County Board of Commissioners agreed to pursue a \$0.06 cent per gallon fuel tax and confirmed the intent for cities to sign an Inter-Governmental Agreement (IGA) to memorialize the 60/40 percentage split should the measure succeed. The imposition of a fuel tax requires voter approval.

**RECOMMENDATION:**

Staff recommends the Board approve the Resolution Referring a ballot measure authorizing a motor vehicle fuel tax for county road maintenance.

Respectfully submitted,

Stephen L. Madkour  
County Counsel

Attachments:  
Resolution  
Ballot Title  
Explanatory Statement

In the Matter Referring  
A Ballot Measure Authorizing  
A Motor Vehicle Fuel Tax for  
County Road Maintenance

RESOLUTION NO. 2016-\_\_\_\_  
Page 1 of 2

**WHEREAS**, ORS 319.950 authorizes a County to enact an ordinance taxing fuel for motor vehicles after submitting the proposed tax to the electors of the County for their approval; and

**WHEREAS**, Clackamas County will submit a ballot measure in November 2016 for a countywide, seven-year \$0.06 motor vehicle fuel tax; and

**WHEREAS**, Clackamas County held a summit on June 9, 2016 seeking feedback from the cities about means to address county road maintenance funding needs that could also support city transportation funding needs; and

**WHEREAS**, feedback from the cities at the summit on June 9 included support for a “gas” tax contingent upon the County’s commitment to split the revenues with the cities – 60% to the County and 40% to the cities – and contingent upon the cities signing a resolution in support of the ballot measure; and

**WHEREAS**, a Clackamas County policy session on June 28, 2016, the Clackamas County Board of Commissioners (BCC) agreed to pursue a \$0.06 cent per gallon fuel tax and confirmed the intent for cities to sign an Inter-Governmental Agreement (IGA) to memorialize the 60/40 percentage split should the measure succeed; and

**WHEREAS**, at a Clackamas County policy session on July 12, 2016, the BCC agreed the terms of an IGA should include the County’s commitment to only use 60% of the revenue from a fuel tax, while 40% of the fuel tax revenue would be shared only among cities that sign the IGA by September 1, 2016; and

**WHEREAS**, the County has agreed to spend its 60% share of revenue to address road maintenance needs for 7 paving packages and safety projects in unincorporated Clackamas County; and

**WHEREAS**, cities within Clackamas County are encouraged to create similar project lists and are required to spend their share of the 40% of revenue on transportation projects; and

**WHEREAS**, the motor vehicle fuel tax is scheduled to sunset 7 years after it begins; and

**WHEREAS**, cities and the County have the opportunity, with a successful vote, to work together to improve the transportation through the cities and county;

In the Matter Referring  
A Ballot Measure Authorizing  
A Motor Vehicle Fuel Tax for  
County Road Maintenance

RESOLUTION NO. 2016-\_\_\_\_  
Page 2 of 2

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that:**

1. A measure is hereby referred to the voters of Clackamas County regarding road funding substantially in the form attached hereto as Exhibit A and related explanatory statement, subject only to ministerial correction by staff.
2. The measure election hereby called shall be held in Clackamas County on Tuesday, November 8, 2016.
3. The County hereby authorizes the Chair, the County Administrator, the County Counsel or their designees to submit, sign and otherwise take all necessary action to effectuate the foregoing and to file the ballot title with the County Clerk for publication.

DATED this 11<sup>th</sup> day of August, 2016.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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



## **EXHIBIT A**

### BALLOT TITLE

#### **CAPTION (10 words):**

Temporary 6-Cent Per Gallon Vehicle Fuel Tax

#### **QUESTION (20 words):**

Shall Clackamas County adopt a seven-year, 6-cent-per-gallon motor vehicle fuel tax dedicated to road maintenance projects?

#### **BALLOT SUMMARY (175 words):**

The measure imposes a temporary 6-cent-per-gallon tax on motor vehicle fuel sales within Clackamas County. The tax revenues must be used as required by the Oregon Constitution for construction, reconstruction, improvement, repair, maintenance, operation and use of public roads and streets within the county. The tax is estimated to raise approximately \$9 million per year. The County will use 60 percent of the net revenue for specific County road paving and safety projects, and will distribute the remaining 40 percent of the net revenue to supporting cities in Clackamas County to use for their own transportation projects. To be eligible to receive fuel tax revenues, a city must have entered into an Inter- Governmental Agreement with the County prior to September 1, 2016. A list of county projects and their estimated costs can be found at <http://theroadahead.us/>.

The tax is implemented in March 2017 and will expire seven years after the implementation date. The County will adopt an ordinance for the administration of the motor vehicle fuel tax and establish and implement licensing requirements.

## EXPLANATORY STATEMENT

Road funds primarily come from motor vehicle fuel taxes and vehicle registration fees. Oregon law prohibits using ad valorem (property) taxes for roads. The county uses road funds efficiently, but is unable to keep pace with maintenance needs. There is a \$17 million annual gap between funds needed to maintain roads and revenue.

Over 50% of Clackamas County's 1,400 road miles are in fair or poor condition. Every year, a larger percentage of county roads slip into disrepair, and the county doesn't have the necessary revenue to keep up. Waiting also comes at a price, as the cost to reconstruct a road in the future is more than 10 times greater than the cost of providing preventive maintenance today.

Ongoing preventive maintenance is critical to safe roads. Smooth roadways, clear lane markings, unobstructed sightlines, drainage and well-marked intersections help reduce crashes and keep travelers safe.

Oregon law allows the voters of a county to vote to impose a motor vehicle fuel tax. The measure would impose a 6-cent per gallon tax on motor vehicle fuel sold in Clackamas County. Annual revenues generated by the vehicle fuel tax are estimated to be \$9 million. The tax would be collected by the Oregon Department of Transportation. The County will distribute 40% of the tax net revenues collected to supporting cities in Clackamas County. The County and Cities will enter into an Inter-governmental Agreement to memorialize this arrangement. To be eligible to receive fuel tax revenues, each City must enter into the Inter-governmental Agreement before September 1, 2016. The tax must be used as required by the Oregon Constitution for construction, reconstruction, improvement, repair, maintenance, operation and use of public highways, roads, streets and roadside rest areas in the county. The tax would expire after seven years.

Explanatory Statement Furnished by Clackamas County Board of Commissioners

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_, 2017



August 11, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
Assistants

Board Resolution Referring Ordinance Imposing 3% Tax on Retail Sales of  
Marijuana Items by a Marijuana Retailer in Unincorporated Areas

<b>Purpose/Outcomes</b>	Impose a Three Percent Tax on the Sale of Marijuana Items.
<b>Dollar Amount and Fiscal Impact</b>	Nominal internal staff costs. Estimated revenue of \$180,000 based on state projections.
<b>Funding Source</b>	County General Fund
<b>Duration</b>	Indefinitely
<b>Previous Board Action</b>	Direction from the Board of County Commissioners at a policy session on May 24, 2016 to pursue a 3% sales tax.
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Stephen L. Madkour, County Counsel

**BACKGROUND:**

ORS 475B.345 allows counties to impose up to a 3 percent tax on sales of marijuana items made by those with recreational retail licenses in unincorporated areas of the county by referring an ordinance to the voters at a statewide general election, meaning an election in November of an even-numbered year. The next statewide general election is to be held on Tuesday, November 8, 2016.

As described in ORS 475B.345, the tax is calculated as a percentage of the retail price of marijuana items by a retailer selling recreational marijuana in the unincorporated areas of the county. The tax shall be collected at the point of sale of a marijuana item by a marijuana retailer at the time at which the retail sale occurs and remitted by each marijuana retailer that engages in the retail sale of marijuana items. The tax would be collected by the Oregon Department of Revenue and it is anticipated that if passed the County would enter into an Inter-governmental Agreement with the Department of Revenue for the collection and distribution of the 3% sales tax.

Approval of this measure would adopt the Ordinance imposing a three percent tax on the sale of recreational marijuana items in the unincorporated area of the county by a state licensed marijuana retailer. "Marijuana items" means marijuana, cannabinoid products, cannabinoid

concentrates and cannabinoid extracts. Revenues from the tax will be directed towards code enforcement, law enforcement, juvenile and adult prevention, dependency, and addiction, and public health and safety services.

This tax will not apply to marijuana sales that occur within any city in the county. Cities are authorized under ORS 475B.345 to pass the same retail tax.

**RECOMMENDATION:**

Staff recommends the Board approve the Resolution seeking voter approval of the ordinance imposing a 3% tax on retail sales of marijuana items in unincorporated areas of Clackamas County.

Respectfully submitted,

Stephen L. Madkour  
County Counsel

Attachments:

Resolution

Ballot Title

Explanatory Statement

Proposed Ordinance

In the Matter of Referring a  
Ballot Measure on Ordinance  
Imposing 3% Tax for Retail  
Marijuana Items

RESOLUTION NO. 2016-\_\_\_\_\_

**WHEREAS**, ORS 475B.345 provides that a county governing body may refer an ordinance to the voters that imposes up to a three percent tax or fee on the sale of marijuana items by a marijuana retailer in the unincorporated area of the county;

**WHEREAS**, at a policy session on May 24, 2016, the Board of County Commissioners approved a motion to send a 3% retail marijuana tax to the voters at the November 8, 2016 election;

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS** that:

1. An Ordinance substantially in the form attached hereto as Exhibit B is hereby referred to the voters of Clackamas County;
2. A Ballot Measure seeking voter approval of an ordinance imposing a 3% tax on the retail sales of marijuana items substantially in the form attached hereto as Exhibit A and related explanatory statement is approved, subject to ministerial correction by staff.
3. An election on this matter shall be held in Clackamas County on Tuesday, November 8, 2016.
4. The County hereby authorizes the Chair, the County Administrator, and County Counsel or their designees to submit, sign, and otherwise take all necessary action to effectuate the foregoing and to file the ballot title and proposed ordinance with the County Clerk for publication.

DATED this 11th day of August, 2016.

\_\_\_\_\_  
Chair

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

**EXHIBIT A**  
**BALLOT TITLE**

**CAPTION (10 words):**

Ordinance Imposing 3% County Tax on Retail Sales of Marijuana

**QUESTION (20 words):**

Shall Clackamas County impose a 3% tax on the sale of recreational marijuana items in unincorporated areas of Clackamas County?

**BALLOT SUMMARY (175 words):**

Under state law, a county governing body may adopt an ordinance to be referred to the voters of the County imposing up to a three percent tax or fee on the sale of retail recreational marijuana items in unincorporated areas of the county by a state licensed marijuana retailer.

Approval of this measure would adopt the Ordinance imposing a three percent tax on the sale of recreational marijuana items in the unincorporated area of the county by a state licensed marijuana retailer. The proposed ordinance is available at the Office of County Counsel and can be viewed on the County's website at <http://www.clackamas.us/bcc/marijuanatax.html>. The tax would be collected at the point of sale and remitted by the marijuana retailer. "Marijuana items" means marijuana, cannabinoid products, cannabinoid concentrates and cannabinoid extracts. Revenues from the tax will be directed towards code enforcement, law enforcement, juvenile and adult prevention, dependency and addiction, and public health and safety services.

## EXPLANATORY STATEMENT

Approval of this measure would adopt an Ordinance that imposes a three percent tax on the sale of recreational marijuana items by a marijuana retailer within the unincorporated area of Clackamas County. The tax would apply only to unincorporated areas of Clackamas County. If approved, the annual revenues from this tax are estimated to be approximately \$180,000. The proposed ordinance is available at the Office of County Counsel and can also be viewed on the County's website at <http://www.clackamas.us/bcc/marijuanatax.html>.

There are no restrictions on how the county may use the revenues generated by this tax, but the County proposes to devote the revenues to those services potentially impacted by marijuana sales and usage such as County Code enforcement, law enforcement, juvenile and adult prevention, dependency and addiction, and public health and safety services.

Under Measure 91, adopted by Oregon voters in November 2014, codified in ORS chapter 475B and amended by the Legislature in 2015 and 2016, the Oregon Liquor Control Commission must license the retail sale of recreational marijuana. ORS 475B.345 provides that a county governing body may adopt an ordinance imposing up to a three percent tax on the sale of marijuana items (which include marijuana concentrates, extracts, edibles, and other products intended for human consumption and use) by retail licensees in the unincorporated areas of the County, but the Ordinance must be referred to the county voters at a statewide general election. If the measure is approved by the voters, the Ordinance imposing a three percent tax on the sale of marijuana items by a retail licensee in the unincorporated areas of the county will be adopted. The tax does not apply to medical marijuana. The tax will become effective 90 days after adoption of the Ordinance.

## EXHIBIT B

### AN ORDINANCE OF THE COUNTY OF CLACKAMAS IMPOSING A THREE PERCENT TAX ON THE SALE OF MARIJUANA ITEMS BY A MARIJUANA RETAILER IN UNINCORPORATED AREAS, AND REFERRING ORDINANCE

Whereas, ORS 475B.345 provides that a county governing body may adopt an ordinance to be referred to the voters that imposes up to a three percent tax or fee on the sale of marijuana items by a marijuana retailer in the unincorporated area of the county; and

Whereas, the Clackamas County Board of County Commissioners wants to impose a tax on the sale of marijuana items by a marijuana retailer in the unincorporated area of Clackamas County;

NOW THEREFORE, BASED ON THE FOREGOING,

The People of Clackamas County ordain as follows:

#### Chapter 8.09 Marijuana Sales Tax

##### 8.09.010 DEFINITIONS.

- A. Marijuana item has the meaning given that term in ORS 475B.015(16).
- B. Marijuana retailer means a person who sells marijuana items to a consumer in this state.
- C. Retail sale price means the price paid for a marijuana item, excluding tax, to a marijuana retailer by or on behalf of a consumer of the marijuana item.

##### 8.09.020 TAX IMPOSED.

As described in ORS 475B.345 the County of Clackamas hereby imposes a tax of three percent on the retail sale price of marijuana items by a marijuana retailer in the unincorporated areas of Clackamas County.

##### 8.09.030 COLLECTION.

The tax shall be collected at the point of sale of a marijuana item by a marijuana retailer at the time at which the retail sale occurs and remitted by each marijuana retailer that engages in the retail sale of marijuana items.

##### 8.09.040 REFERRAL.

This ordinance shall be referred to the electors of Clackamas County at the next statewide general election on Tuesday, November 8, 2016.



August 11, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Agency Services Contract Amendment with Northwest Family Services for  
In-Home Safety and Reunification Services

<b>Purpose/Outcomes</b>	Provide intensive intervention services to 10 high-risk families per month. Families participating in this program will be linked to supportive services that will increase their chance of safely keeping the family intact.
<b>Dollar Amount and Fiscal Impact</b>	\$289,900 (amendment adds \$176,400 to cover services through FY16-17). No fiscal impact to the County
<b>Funding Source</b>	Oregon Department of Human Services – State General Fund
<b>Duration</b>	Contract amendment extends the contract period from December 1, 2015 through June 30, 2017.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Individuals and Families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Rodney A. Cook, Director CYF 503-650-5677
<b>Contract No.</b>	7472

**Background:**

The Children, Youth and Families Division of the Health, Housing and Human Services Department requests the approval of an amendment to the Agency Service Contract with Northwest Family Services to provide In-home Safety and Reunification Services (ISRS). This amendment ensures that services to existing clients are not interrupted. Services include taking referrals from local Department of Human Services Child Welfare division, making initial contact with referred families within 24 hours and meeting with them face to face within 5 days of referral, providing safety services that have been identified in the DHS Safety Plan, providing Change Services utilizing programs with demonstrated effectiveness, providing self-management services to develop problem-solving skills, providing flexible support funds to families; and reporting monthly outcomes. An average of 10 client families per month will be served.

This amendment is effective as of July 1, 2015 and terminates on June 30, 2017. It adds \$176,400 for a maximum value of \$289,900. It has been reviewed and approved by County Counsel.

**Recommendation:**

Staff recommends the approval of this amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

Contract Amendment (FY 16-17)  
**Health, Housing and Human Services**

HHHS Contract Number: 7473

Board Order Number:

Division: CYF/HHHS

Amendment No. 2

Contractor: Family Skill Builders

Amendment Requested By: CYF

Changes: ( X ) Scope of Service  
( X ) Contract Time

( X ) Contract Budget  
( ) Other:

**Justification for Amendment:**

The State of Oregon Department of Human Services amended the revenue contract with the County for the purpose of sub-contracting with Family Skill Builders to continue In-Home Safety and Reunification Services with State DHS involved clients. The amended contract is intended to reflect an extension of the contract term through June 30, 2017, reduce the annual allocation amount for FY16-17, and reduce the service level for FY16-17.

**Amend: I.A. Scope of Services**

Provide In-Home Safety and Reunification Services that: 1) Provide four (4) IRSR service providers; 2) Serve an average of 20 client families per month

**To Read:**

Provide In-Home Safety and Reunification Services that: **1) Provide adequate staffing to serve an average of 9 client families per month**

**Amend: I. B. Scope of Services**

Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to December 1, 2015. This agreement shall terminate June 30, 2016.

**To Read: I.B. Scope of Services**

Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to December 1, 2015. This agreement shall terminate June 30, 2017.

**Amend: Section II. A. Compensation and Records**

On cost reimbursement basis as described in Exhibit 3, attached hereto.  
Up to a maximum of \$218,953.00.

**To Read: Section II. A. Compensation and Records**

**FY15-16 contract amount not to exceed \$218,953.00. FY16-17 contract amount not to exceed \$176,400. With a total maximum contract amount of \$395,353.00 for FY15-17.**

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "**bold/italic**" font for easy reference.

Contract Amendment

Page 2

In Witness Hereof, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**Agency/Contractor**

Family Skill Builders

Organization Name

8325 SW 61<sup>st</sup> Ave.

Address

Portland, Or 97219

City, State, Postal Code

**CLACKAMAS COUNTY**

Commissioner John Ludlow, Chair

Commissioner Jim Bernard

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Tootie Smith

Signing on Behalf of the Board:

\_\_\_\_\_  
Signature

Susan Fleming, Executive Director

Title

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Dept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EIN# 93-1330008

\_\_\_\_\_  
Rodney A. Cook, Director  
Children, Youth & Families Division

\_\_\_\_\_  
Date

August 11, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Agency Services Contract Amendment with Northwest Family Services for  
In-Home Safety and Reunification Services

<b>Purpose/Outcomes</b>	Provide intensive intervention services to 10 high-risk families per month. Families participating in this program will be linked to supportive services that will increase their chance of safely keeping the family intact.
<b>Dollar Amount and Fiscal Impact</b>	\$289,900 (amendment adds \$176,400 to cover services through FY16-17). No fiscal impact to the County
<b>Funding Source</b>	Oregon Department of Human Services – State General Fund
<b>Duration</b>	Contract amendment extends the contract period from December 1, 2015 through June 30, 2017.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Individuals and Families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Rodney A. Cook, Director CYF 503-650-5677
<b>Contract No.</b>	7472

**Background:**

The Children, Youth and Families Division of the Health, Housing and Human Services Department requests the approval of an amendment to the Agency Service Contract with Northwest Family Services to provide In-home Safety and Reunification Services (ISRS). This amendment ensures that services to existing clients are not interrupted. Services include taking referrals from local Department of Human Services Child Welfare division, making initial contact with referred families within 24 hours and meeting with them face to face within 5 days of referral, providing safety services that have been identified in the DHS Safety Plan, providing Change Services utilizing programs with demonstrated effectiveness, providing self-management services to develop problem-solving skills, providing flexible support funds to families; and reporting monthly outcomes. An average of 10 client families per month will be served.

This amendment is effective as of July 1, 2015 and terminates on June 30, 2017. It adds \$176,400 for a maximum value of \$289,900. It has been reviewed and approved by County Counsel.

**Recommendation:**

Staff recommends the approval of this amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

[www.clackamas.us](http://www.clackamas.us)

Contract Amendment (FY 16-17)  
**Health, Housing and Human Services**

<u>HHHS Contract Number: 7472</u>	<u>Board Order Number:</u>
<u>Division: CYF/HHHS</u>	<u>Amendment No. 2</u>
<u>Contractor: Northwest Family Services – ISRS</u>	<u>Amendment Requested By: CYF</u>
Changes: ( X ) Scope of Service (X) Contract Time	( X ) Contract Budget ( ) Other:

**Justification for Amendment:**

The State of Oregon Department of Human Services amended the revenue contract with the County for the purpose of sub-contracting with Northwest Family Services to continue In-Home Safety and Reunification Services with State DHS involved clients. The amended contract is intended to reflect an extension of the contract term through June 30, 2017, adjust the annual allocation amount for FY16-17, and reduce the mandated number of staff to provide services for FY16-17.

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**Amend: I.A. Scope of Services**

Provide In-Home Safety and Reunification Services that: 1) Provide two (2) ISRS service providers

**To Read:**

Provide In-Home Safety and Reunification Services that: **1) Provide ISRS service providers adequate to serve an average of 10 client families per month;**

**Amend: I. B. Scope of Services**

Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to December 1, 2015. This agreement shall terminate June 30, 2016.

**To Read: I.B. Scope of Services**

Services required under the terms of this contract shall commence when this contract is signed by all necessary parties, but not prior to December 1, 2015. **This agreement shall terminate June 30, 2017.**

**Amend: Section II. A. Compensation and Records**

On cost reimbursement basis as described in Exhibit 3, attached hereto.  
Up to a maximum of \$113,500.00.

**To Read: Section II. A. Compensation and Records**

On cost reimbursement basis as described in Exhibit 3, attached hereto.  
**FY15-16 contract amount not to exceed \$113,500.00. FY16-17 contract amount not to exceed \$176,400. With a total maximum contract amount of \$289,900.00 for FY15-17.**

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with **“bold/italic”** font for easy reference.

Contract Amendment  
Page 2

In Witness Hereof, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**Agency/Contractor**

Northwest Family Services  
Organization Name

6200 SE King Rd  
Address

Portland, Or 97222  
City, State, Postal Code

**CLACKAMAS COUNTY**

Commissioner John Ludlow, Chair  
Commissioner Jim Bernard  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Tootie Smith

Signing on Behalf of the Board:

\_\_\_\_\_  
Signature

Rose Fuller, Executive Director  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Dept.

\_\_\_\_\_  
Date

EIN# 93-0841022

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\_\_\_\_\_  
Rodney A. Cook, Director  
Children, Youth & Families Division

\_\_\_\_\_  
Date

August 11, 2016

Board of County Commissioners  
Clackamas County

Approval of Subrecipient Agreement with Northwest Family Services for  
Family Resource Coordinator Services

<b>Purpose/Outcomes</b>	There will be two outcomes resulting from this funding: 1) Families will be connected to care-coordination entities, school staff, family advocates, home visitors, early childhood specialists, behavioral health, employment specialists, pediatricians; and 2) Completion of appropriate early childhood screens and assessments.
<b>Dollar Amount and Fiscal Impact</b>	\$60,000 No impact to the County No County General funds involved.
<b>Funding Source</b>	Federal pass through funds Title IV B-2 Family Support CFDA # 93.556
<b>Duration</b>	July 1, 2016 through June 30, 2017
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities
<b>Contact Person</b>	Rodney A. Cook 503-650-5677
<b>Contract No.</b>	7803

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of a subrecipient agreement with Northwest Family Services to identify early learning resources and services, to coordinate the delivery of those resources and services to children 0 through 6 and their families and to help align resources in order to achieve outcomes related to kindergarten readiness, stable and attached families and system coordination.

There are no County general funds involved in this agreement and it has been reviewed and approved by County Counsel. It has a start date of July 1, 2016 and terminates June 30, 2017 and has a maximum value of \$60,000.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 17-016**

Project Name: **Family Resource Coordination**  
Project Number:

This Agreement is between **Clackamas County**, Oregon,  
acting by and through its **Department of Health, Housing & Human Services** (COUNTY)  
and **Northwest Family Services** (SUBRECIPIENT), an Oregon Nonprofit Corporation.

**Clackamas County Data**

Grant Accountant: <b>Mike Morasko</b>	Program Manager: <b>Korene Mather</b>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone: 503-742-5435 mmorasko@clackamas.us	Clackamas County – Children, Youth & Families Division 150 Beaver creek Rd Oregon City, OR 97045 Phone: 503-650-5683 korenemat@clackamas.us

**Subrecipient Data**

Finance/Fiscal Representative: <b>Rose Fuller</b>	Program Representative: <b>Rose Fuller</b>
6200 SE King Rd. Portland, Oregon 97222 Phone: 503-546-6377 Email: rfuller@nwfs.org	6200 SE King Rd. Portland, Oregon 97222 Phone: 503-546-6377 Email: rfuller@nwfs.org
DUNS: 612467134	

**RECITALS**

- Northwest Family Services** (SUBRECIPIENT) is a not-for-profit organization whose mission is to equip people with vital skills for a lifetime in support of child well-being and family stability. It provides an array of services and programs ranging from professional counseling, job readiness and placement, work solutions, positive youth development, youth mentoring, gang prevention, school site management, healthy relationship education, financial literacy, parenting, anger management, and more.
- Clackamas County (COUNTY) desires to work with **Northwest Family Services** to promote family stability and kindergarten readiness by connecting families and their young children to care-coordination entities, school staff, family advocates, home visitors, early childhood specialists, behavioral health, employment specialists or natural helpers, early childhood screening and assessments, and other resources identified as necessary.
- Program Description: Family Resource Coordinators (FRC) work with families with children ages 0 to 8 to help them navigate health, education, and other human service systems to get the assistance and resources they need to be successful. Additionally, the FRC will follow-up with families and providers to ensure the brokered services have effectively met the family's needs for stability, health, and school readiness.



4. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

#### AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the **July 1, 2016** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached **Exhibit A: SUBRECIPIENT Statement of Program Objectives**. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the **Title IV-B(2) Block Grant Funds** that is the source of the grant funding, in addition to compliance with requirements of 42 USC 629 et seq., 45 CFR, Part 92, and the limitation on the use of Title IV-B(2) funds found in 42 USC 629d.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Oregon Department of Education Early Learning Division Hub Contract (Catalogue of Federal Domestic Assistance [CFDA] #: 93.556)** issued as Title IV B-2 Family Support Funds by the U.S. Department of Health and Human Services.  
  
The maximum, not to exceed, grant amount that the COUNTY will pay is **\$60,000**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business-days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that \$135,585 in Federal Funds have been obligated to COUNTY on this award. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.

9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - c) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
  - e) **Match.** Matching funds are not required for this Agreement.
  - f) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
  - g) **Indirect Cost Recovery.** SUBRECIPIENT chooses to use the federally-authorized *de-minimis* indirect cost rate of 10%, which is incorporated by reference into the SUBRECIPIENT program budget in Exhibit B.
  - h) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
  - i) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
  - j) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E: SUBRECIPIENT Performance Reporting for each period (monthly, quarterly, and final) during the term of this Agreement.
  - k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
  - l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 30 calendar days after the end date of this agreement.

- m) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
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- o) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c)(4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
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- q) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy

or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.

- s) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the **Oregon Department of Education Early Learning Division Hub contract** issued as Title IV B-2 Family Support Block Grant Funds by the U.S. Department of Health and Human Services, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- t) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

#### 10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

#### 11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

#### 12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or

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

*(Signature Page Follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

Northwest Family Services

By: \_\_\_\_\_  
Signing on behalf of the Board

By: Jordan Turkel  
~~Rose Fuller, Executive Director~~ Jordan Turkel  
Operations / Development Manager  
Dated: 7-27-16

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

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

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

Approved to Form

By: [Signature]  
County Counsel

Dated: 27 July 2016

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit F: Final Financial Report
- Exhibit G: Insurance Requirements

August 11, 2016

Board of County Commissioners  
Clackamas County

Approval of a Subrecipient Agreement with Todos Juntos for  
Family Resource Coordinator Services

<b>Purpose/Outcomes</b>	There will be two outcomes resulting from this funding: 1) Families will be connected to care-coordination entities, school staff, family advocates, home visitors, early childhood specialists, behavioral health, employment specialists, pediatricians; and 2) Completion of appropriate early childhood screens and assessments.
<b>Dollar Amount and Fiscal Impact</b>	\$60,000 No impact to the County
<b>Funding Source</b>	Title IV B-2 Family Support CFDA # 93.556: \$55,280 Stable and Attached Families: \$4,720
<b>Duration</b>	July 1, 2016 through June 30, 2017
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities
<b>Contact Person</b>	Rodney A. Cook 503-650-5677
<b>Contract No.</b>	7802

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of a subrecipient agreement with Todos Juntos to identify early learning resources and services, to coordinate the delivery of those resources and services to children 0 through 6 and their families and to help align resources in order to achieve outcomes related to kindergarten readiness, stable and attached families and system coordination.

There are no County general funds involved in this agreement and it has been reviewed and approved by County Counsel. It has a start date of July 1, 2016 and terminates June 30, 2017 and has a maximum value of \$60,000.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*



**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 17-017**

Project Name: **Family Resource Coordination**  
Project Number:

This Agreement is between Clackamas County, Oregon,  
acting by and through its Department of Health, Housing & Human Services (COUNTY)  
and Todos Juntos (SUBRECIPIENT), an Oregon Nonprofit Corporation.

**Clackamas County Data**

Grant Accountant: <b>Mike Morasko</b>	Program Manager: <b>Korene Mather</b>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone: 503-742-5435 mmorasko@clackamas.us	Clackamas County – Children, Youth & Families Division 150 Beaver creek Rd Oregon City, OR 97045 Phone: 503-650-5683 korenemat@clackamas.us

**Subrecipient Data**

Finance/Fiscal Representative: <b>Eric Johnston</b>	Program Representative: <b>Eric Johnston</b>
Todos Juntos PO Box 645 Canby, OR 97013 Phone: 503-544-1513 Email: ejtodosjuntos@comcast.net	Todos Juntos PO Box 645 Canby, OR 97013 Phone: 503-544-1513 Email: ejtodosjuntos@comcast.net

**RECITALS**

- Todos Juntos** (SUBRECIPIENT) is a not-for-profit organization whose mission is to develop the partnerships necessary to create and/or enhance local resources and services for all youth and families. Todos Juntos partners with schools, local law enforcement, county agencies and others to deliver a range of challenging, age-appropriate programs in a safe, structured, and positive environment, including academic skills enhancement, alcohol and drug education and prevention, culturally focused activities, gender-specific programs, leadership and youth development programming, parent education, peer mediation, recreation/sports activities, restorative justice, supervised community service and service learning, and truancy prevention.
- Clackamas County (COUNTY) desires to work with **Todos Juntos** to promote family stability and kindergarten readiness by connecting families and their young children to care-coordination entities, school staff, family advocates, home visitors, early childhood specialists, behavioral health, employment specialists or natural helpers, early childhood screening and assessments, and other resources identified as necessary.
- Program Description: Family Resource Coordinators (FRC) work with families with children ages 0 to 8 to help them navigate health, education, and other human service systems to get the assistance and resources they need to be successful. Additionally, the FRC will follow-up with families and providers to ensure the brokered services have effectively met the family's needs for stability, health, and school readiness.

4. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

#### AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the **July 1, 2016** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached **Exhibit A: SUBRECIPIENT Statement of Program Objectives**. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the **Title IV-B(2) Block Grant Funds** that is the source of the grant funding, in addition to compliance with requirements of 42 USC 629 et seq., 45 CFR, Part 92, and the limitation on the use of Title IV-B(2) funds found in 42 USC 629d.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Oregon Department of Education Early Learning Division Hub Contract (Catalogue of Federal Domestic Assistance [CFDA] #: 93.556)** issued as Title IV B-2 Family Support Funds by the U.S. Department of Health and Human Services.  

The maximum, not to exceed, grant amount that the COUNTY will pay is **\$60,000**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business-days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that \$135,585 in Federal Funds have been obligated to COUNTY on this award. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.

9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - c) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
  - e) **Match.** Matching funds are not required for this Agreement.
  - f) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
  - g) **Indirect Cost Recovery.** SUBRECIPIENT declines all indirect cost recovery options.
  - h) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
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- s) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the **Oregon Department of Education Early Learning Division Hub contract** issued as Title IV B-2 Family Support Block Grant Funds by the U.S. Department of Health and Human Services, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- t) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

#### 10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

#### 11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

#### 12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

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

*(Signature Page Follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

Todos Juntos

By: \_\_\_\_\_  
Signing on behalf of the Board

By: Marilyn Moore, Treasurer  
Eric Johnston, Executive Director *BOD. Todos Juntos*

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

Dated: July 29 2016

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

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

Approved to Form

By: [Signature]  
County Counsel

Dated: 27 July 2016

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit F: Final Financial Report
- Exhibit G: Insurance Requirements



August 11, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #148991, Amendment #2 with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	To provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons age 60 and over in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$5,664,703. Funded by Federal OAA Funds and State General Funds designated for the OPI Program.
<b>Funding Source</b>	Federal Older American Act & State General Fund - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2017
<b>Previous Board Action</b>	071615-A1, 122215-A1
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7282

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request the approval of Amendment 2 to Intergovernmental Agreement 148991. This amended agreement reflects the updated planning allocation amounts for Older American Act (OAA) and Oregon Project Independence (OPI) funding from July 1, 2015 through June 30, 2017 of the 2015-2017 biennial agreement period. The services provided include nutrition programs, health promotion activities, transportation, information and referral activities, and In-home services. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in the community as long as possible.

Social Services Division is the designated Area Agency on Aging for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, State Unit on Aging. The planning allocation increased by \$441,456 from \$5,223,247 to \$5,664,703. The original agreement was reviewed and approved by County Council. This agreement is effective when signed by all parties and terminates on June 30, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services



**Grant Agreement Number 148991**

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number 2 to Grant Agreement Number 148991 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County Social Services Division - CCSS  
Serving: Serving Clackamas County  
PO Box 2950 - 2051 Kaen Road  
Oregon City, Oregon 97045  
Attn: Brenda Durbin  
Telephone: 503-655-8640  
Facsimile: 503-655-8889  
E-mail address: stefanierei@co.clackamas.or.us**

hereinafter referred to as "Recipient".

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
  - a. Section 3. "Grant Disbursement Generally" is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
  3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is ~~\$5,223,247.00~~ **\$5,664,681.00**. DHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. DHS will disburse the grant to Recipient as described in Exhibit A. 80  
\$5,664,703.00
- b. EXHIBIT A, Part 1 "Program Description", section "5. Management Control Functions", subsection "a. Criminal Records and Abuse Checks." is amended as

follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

a. **Criminal Records and Abuse Checks.** AAA agrees to utilize the DHS Criminal Records Information Management System (CRIMS) to meet provider requirements set forth in ~~OAR 407-007-0200 through 407-007-0370~~ **OAR 125-007-0200 through 125-007-0330; OAR 407-007-0200 through 407-007-0370; ORS 181A.195; ORS 181A.200; ORS 409.025; ORS 409.027 and ORS 443.004,** and ~~ORS 181.534 through 181.537 and ORS 443.004.~~ Subject individuals are employees of the AAA; volunteers of AAA; employees and volunteers of AAA’s subcontractors and direct care providers of clients for which AAA provides service authorization.

c. EXHIBIT A, Part 2, Payment and Financial Reporting for Older Americans Act services and Oregon Project Independence services, Section 1. “Funding Appropriations” subsection b. only is superseded and replaced in its entirety as follows:

<b>OLDER AMERICANS ACT</b>	<b>\$3,090,365.00</b>	CFDA 93.044, 93.045, 93.043, 93.052, 93.041
<b>NSIP</b>	<b>\$346,385.00</b>	CFDA 93.053
<b>OREGON PROJECT INDEPENDENCE</b>	<b>\$1,917,647.00</b>	
<b>OTHER STATE FUNDS</b>	<b>\$310,284.00</b>	

d. EXHIBIT F, “Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is hereby superseded and restated in its entirety, as set forth in Exhibit E, “information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200, attached hereto and incorporated herein by the reference.

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.

**RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**4. Signatures.**

**Clackamas County Social Services Division (AAA)**

**By:**

---

Authorized Signature	Title	Date
----------------------	-------	------

**State of Oregon acting by and through its Department of Human Services (DHS)**

**By:**

---

Authorized Signature	Title	Date
----------------------	-------	------

**Approved for Legal Sufficiency:**

*Group approval per OAR 137-045-0015(3) by AAG Steven Marlowe on July 22, 2016. A copy of the emailed approval is on file at OCP.*

**DHS, Aging & People with Disabilities, State Unit on Aging**

*Reviewed and approved for release by Rhonda Buedefeldt on May 24, 2016.*

**Office of Contracts and Procurement:**

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Sharon M. Landis, OPBC, OCAC	Contract Specialist	Date
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## EXHIBIT E

### Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

All required data elements in accordance with 2 CFR 200.311 are available at <https://www.oregon.gov/DHS/SENIORS-DISABILITIES/SUA/Pages/AAA-Financial.aspx>.

#### Crosswalk to Required Pass-Through Funding Information

##### Federal Requirement:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

	Required Information	Web Document Name
(1)	Federal Award Identification	Grant Award Letters
(2)	Subrecipient name	2015-2017 Subrecipient information
(3)	Subrecipient's unique entity identifier	2015-2017 Subrecipient information
(4)	Federal Award Identification Number (FAIN)	Grant Award Letters
(5)	Federal Award Date	Grant Award Letters
(6)	Subaward Start and End Date	2015-2017 Subrecipient information
(7)	Amount of Federal Funds Obligated by this Agreement	Planning Allocations (choose top 15-17 link), pgs 8-14
(8)	Total Amount of Federal Funds Obligated to the Subrecipient including this Agreement	Planning Allocations (choose top 15-17 link), pg 6
(9)	Total Amount of the Federal Award Committed to the Subrecipient	Planning Allocations (choose top 15-17 link), pgs 6-14
(10)	Federal award project description	Grant Award Letters
(11)	HHS awarding agency, pass-through entity, and contact information for awarding official	Grant Award Letters and Grant Agreement
(12)	CFDA Number and Name, and total amount of award allocated out to Contractor	Grant Award Log (see FFY 15, 16, 17)
(13)	Is award for Research and Development?	No
(14)	Indirect Cost Rate	Flat de minimis indirect cost rate of 10% of modified total direct costs (MTDC) (No document to reference)

August 11, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Grant Agreement from the  
U.S. Department of Housing and Urban Development (HUD),  
for the Coordinated Housing Access System

<b>Purpose/Outcomes</b>	This is a new grant from HUD for the purpose of providing financial support to Clackamas County's operating Coordinated Housing Access system.
<b>Dollar Amount and Fiscal Impact</b>	\$31,928 revenue
<b>Funding Source</b>	HUD CFDA # 14.267 The grant requires a 25% match or in-kind contribution which will be met with CDBG-Housing Rights & Resources funds. No County General funds are involved.
<b>Duration</b>	July 13, 2016 through June 30, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division – (503)655-8641
<b>Contract No.</b>	7906

**Background:**

The Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development to provide funding to support the Clackamas County Coordinated Housing Access system (CC-CHA). This system assesses eligibility for 16 different homeless housing programs in a centralized manner which is mandated by HUD.

The CC-CHA system has been operating since January 5, 2015. As of September 30, 2015, 643 adults were assessed for services and 557 were eligible for at least one homeless program. There were 49 housing openings resulting in 49 placements. The CC-CHA system would use these funds to add capacity to answer incoming calls live and conduct maintenance on the referral lists.

The value of this grant agreement is \$31,928. The agreement is effective July 13, 2016 through June 30, 2017. This agreement was reviewed and approved by County Counsel on July 27, 2016.

**Recommendation:**

Staff recommends the approval of this agreement and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

August 11, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Grant Agreement from the  
U.S. Department of Housing and Urban Development (HUD),  
Supportive Housing Program for the Housing Our Heroes Project

<b>Purpose/Outcomes</b>	This is a new grant from HUD for the purpose of providing permanent housing and services for the homeless. Veterans and others who have served in the military are the priority. People with no military service will be served only in the unlikely event that sufficient eligible veterans cannot be enrolled in the project.
<b>Dollar Amount and Fiscal Impact</b>	\$270,357 revenue
<b>Funding Source</b>	HUD CFDA # 14.267 The grant requires a 25% match or in-kind contribution which will be met with County General Funds designated for homeless veterans rapid re-housing and landlord outreach.
<b>Duration</b>	July 13, 2016 through June 30, 2017
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division – (503)655-8641
<b>Contract No.</b>	7905

**Background:**

Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the Housing Our Heroes Project to provide permanent housing and services for homeless veterans.

This program will provide housing assistance, supportive services, and case management to chronically homeless households with at least one person who has served in the military. These funds provide the Social Services Division resources to procure permanent housing through the payment of deposits and rental assistance. Up to 18 households will be assisted annually.

The value of this grant agreement is \$270,357. The agreement is effective July 13, 2016 through June 30, 2017. This agreement was reviewed and approved by County Counsel on July 27, 2016.

**Recommendation:**

Staff recommends the approval of this agreement and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

[www.clackamas.us](http://www.clackamas.us)



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
1220 SW 3rd Avenue  
Suite 400  
Portland, OR 97204-2830

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0217L0E071500**  
**Effective Date: 7/13/2016**  
**DUNS No.: 096992656**

## **CONTINUUM OF CARE PROGRAM GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas Dept. Health, Housing & Human Svcs (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.



Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:



\_\_\_\_\_  
(Signature)

Douglas Carlson, Director  
(Typed Name and Title)

July 13, 2016  
(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs  
(Name of Organization)

By:

\_\_\_\_\_  
(Signature of Authorized Official)

Richard Swift, Director  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0217L0E071500**  
**Effective Date: 7/13/2016**  
**DUNS No.: 096992656**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD’s total funding obligation for this grant and project is \$\_\_270357\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project’s final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
OR0217L0E071500	

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 178896
h. Supportive services	\$ 68353
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 23108

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0217L0E071500**  
**Effective Date: 7/13/2016**  
**DUNS No.: 096992656**

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
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This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:



\_\_\_\_\_  
(Signature)

Douglas Carlson, Director  
(Typed Name and Title)

July 13, 2016  
(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs  
(Name of Organization)

By:

\_\_\_\_\_  
(Signature of Authorized Official)

Richard Swift, Director  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

August 11, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a Revenue Agreement with Central City Concern for  
Funding of Behavioral Health Services at Chez Ami Apartments

<b>Purpose/Outcomes</b>	Central City Concern (CCC) provides funding to the Behavioral Health Division (BHD) to ensure onsite services are available to residents of the Chez Ami Apartments (a 40-unit affordable housing development for low-income individuals with disabilities).
<b>Dollar Amount and Fiscal Impact</b>	This is a revenue agreement generated by CCC. BHD will receive a total of \$191,092.00
<b>Funding Source</b>	CCC received a Continuum of Care grant through the United States Department of Housing and Urban Development (HUD), which provides grant funds to CCC to be allocated for services at the Chez Ami Apartments. – No County general funds are involved.
<b>Duration</b>	Effective February 1, 2016 and terminates on January 31, 2017
<b>Previous Board Action</b>	The last agreement was approved by the Board of County Commissioners on March 5, 2015, agenda item 030515-A1.
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh Director – Behavioral Health Division 503.742.5305
<b>Contract No.</b>	7864

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Revenue Agreement initiated by Central City Concern with BHD to ensure that behavioral health services are available onsite to residents of the Chez Ami Apartments. In August 2000, the Board of County Commissioners authorized H3S to purchase a site for the Chez Ami Apartments located at 8358 SE Causey Avenue in Portland. The Board also approved a long-term ground lease with CCC to assure the use of the property for the term of the lease to serve low-income residents with disabilities within Clackamas County. CCC received a Continuum of Care (CoC) grant through HUD for Chez Ami operations and supportive services. CCC entered into an agreement with the BHD to provide these services. Since the reorganization of H3S, BHD passes most of the funding through to the Health Centers Division to deliver the onsite services. The remainder of the funding is used to contract with Folk Time, Inc to provide peer services.

This agreement is effective February 1, 2016 and terminates January 31, 2017. County Counsel reviewed and approved this agreement on July 28, 2016. This agreement is retroactive due extensive review of the formal agreements in place involving the Chez Ami Apartments. The ground lease for Chez Ami will terminate on February 1, 2017. This will also end the relationship with Central City Concern for the operations and services provided at the Chez Ami apartments. .

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services Department





Richard Swift, Director

August 11, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a Revenue Intergovernmental Agreement with Multnomah County  
For Wraparound Care Coordinator Consultation Services

<b>Purpose/Outcomes</b>	Provides coaching and consultation to the Wraparound Care Coordinators implementing Fidelity Wraparound in Washington and Multnomah Counties.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$ \$32,998.07.
<b>Funding Source</b>	This is a revenue Intergovernmental Agreement
<b>Duration</b>	Effective July 01, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	No previous board approval
<b>Strategic Plan Alignment</b>	1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
<b>Contract No.</b>	7646

**BACKGROUND:**

The Clackamas County Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) requests the approval of a revenue Intergovernmental Agreement (IGA) with Multnomah County, Health and Human Services Division.

This IGA provides coaching and consultation to the Wraparound Care Coordinators implementing Fidelity Wraparound in Washington and Multnomah Counties.

This IGA has a maximum contract value of \$32,998.07 and is effective July 1, 2015 and terminates on June 30, 2016.

This IGA is retroactive as the BHD mistakenly thought an IGA had been executed by the other county involved. The mistake was discovered recently when the division attempted to collect the revenue. Further delay was due to negotiation and navigation of the IGA through a new structure for Multnomah County.

This IGA was reviewed and approved as to form by County Counsel on August 1, 2016.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services Department



Richard Swift, Director

August 11, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a Revenue Intergovernmental Agreement with Multnomah County  
For a Regional Prevention Coordinator for FY 2015/16

<b>Purpose/Outcomes</b>	Provides a Regional Prevention Coordinator to support the Get Trained To Help (GTTH) trainings and website for Clackamas, Multnomah and Washington Counties. .
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$ \$25,870.89
<b>Funding Source</b>	This is a revenue Intergovernmental Agreement
<b>Duration</b>	Effective July 01, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	No previous board approval
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities. 2. Increase self-sufficiency for our clients.
<b>Contact Person</b>	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
<b>Contract No.</b>	7648

**BACKGROUND:**

The Clackamas County Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) requests the approval of a revenue Intergovernmental Agreement (IGA) with Multnomah County, Health and Human Services Division. This IGA provides a Regional Prevention Coordinator for Clackamas, Washington and Multnomah Counties. The coordinator also oversees the GTTH website.

This IGA is effective July 1, 2015 and terminates on June 30, 2016. This IGA has a maximum value of \$25,870.89. The IGA was reviewed and approved by County Counsel on August 1, 2016

This IGA is retroactive as the BHD mistakenly thought an IGA was executed by another county involved. The mistake was discovered when BHD attempted to collect the revenue. Further delay was caused by negotiation and navigation of the new structure for Multnomah County’s centralized contracts unit.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services Department

August 11, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Agency Services Contract with  
ColumbiaCare Services, Inc. for Residential Treatment Services

<b>Purpose/Outcomes</b>	This contractor provides mental health residential treatment services to Clackamas County residents.
<b>Dollar Amount and Fiscal Impact</b>	The contract maximum is \$2,261,004.08
<b>Funding Source</b>	Oregon Health Authority 2015-2017 Community Mental Health Program (CMHP) Intergovernmental Agreement #147783 No County general funds are involved.
<b>Duration</b>	Effective July 1, 2016 and terminates on June 30, 2017
<b>Previous Board Action</b>	The previous contract was approved by the Board of County Commissioners on August 20, 2015 agenda item 082015-A1
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director–Behavioral Health Division (503) 742-5305
<b>Contract No.</b>	7777

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract with ColumbiaCare Services, Inc to provide Residential Treatment Services to residents of Clackamas County. The Behavioral Health Division has contracted with ColumbiaCare Services, Inc. since March 2012 for Residential Treatment services. This is a continuation of those services.

This contract is effective July 1, 2016 and continues through June 30, 2017. This contract was reviewed and approved by County Counsel on July 11, 2016.

This contract is retroactive due to negotiations and time at the contractor to obtain signature.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services Department

August 11, 2016

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with  
ColumbiaCare Services, Inc. for  
Supported Housing Services

<b>Purpose/Outcomes</b>	To provide independent living opportunities with individuals of Clackamas County who have severe and persistent mental illness at the Jennings Lodge facility.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$260,000.00
<b>Funding Source</b>	State of Oregon, Addictions and MH Funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2016 and terminates on June 30, 2017
<b>Previous Board Action</b>	Approval of last Agency Service Contract for Supported Housing was approved on July 9, 2015 Agenda item 070915-A-12
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities 2. Increase self-sufficiency for our clients.
<b>Contact Person</b>	Mary Rumbaugh, Director–Behavioral Health Division (503) 742-5305
<b>Contract No.</b>	7776

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Agreement with ColumbiaCare Services, Inc. for supported housing services in Jennings Lodge, Oregon. Supported housing consists of mental health services that provide rehabilitative, personal care, and skills building with the outcome to integrate individuals into the community at the highest possible level of independence. The Behavioral Health Division has partnered with ColumbiaCare Services, Inc. for supported housing services since 2013. This contract is a continuation of these services.

The contract is effective July 1, 2016 and continues through June 30, 2017. This contract was reviewed and approved by County Counsel on July 6, 2016. This contract is retroactive due time at the contractor awaiting review and signature.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services Department

# AGENCY SERVICE CONTRACT

## Contract # 7776

This Agency Service Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and **COLUMBIACARE SERVICES INC**, hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority.

## CONTRACT

### 1.0 Engagement

COUNTY hereby engages AGENCY to provide supported housing services in Jennings Lodge, Oregon as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein.

### 2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2016** and shall terminate **June 30, 2017** unless terminated by one or both parties as provided for in paragraph 6.0 below.

### 3.0 Compensation and Fiscal Records

**Maximum payment to AGENCY shall not exceed \$ 260,000.00**

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C, Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

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

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least six (6) years or such period as may be required by applicable law, following final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

3.4.1 AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted

Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

3.4.4 AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

#### **4.0 Manner of Performance**

4.1 Compliance with Applicable Laws and Regulations and Special Federal Requirements. AGENCY shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit D, paragraph 9. Compliance with Applicable Law, attached hereto and incorporated herein by this reference. AGENCY shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

4.2 Precedence. A requirement listed both in the main boilerplate of this contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.

4.4 Independent AGENCY. AGENCY certifies that it is an independent AGENCY and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

#### **5.0 General Conditions**

5.1 Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents, and employees, in performance of this contract.

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, AMH and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of AGENCY, or its agents or employees under this contract.

If AGENCY is a public body, AGENCY's liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, AGENCY shall maintain in force, at its own expense, each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY       Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$2,000,000 per occurrence/\$4,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY       Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY       Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence/\$4,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the AGENCY's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insured Provisions. The insurance, other than the professional liability insurance, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its commissioners, agents, officers, and employees" as an additional insured.

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

5.2.7 Insurance Carrier Rating. Coverages provided by AGENCY must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this contract, AGENCY shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

5.2.9 Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.

5.2.10 Cross Liability Clause. A cross-liability or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personal jurisdiction of said courts.

5.4 Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

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

5.6 Waiver. The failure of either party to enforce any provision of this contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

5.8 Oregon Constitutional Limitations. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:

5.9.1 AGENCY shall:

- a. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such agency or subAGENCY incurred in performance of this contract.
- c. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subAGENCY by any person in connection with this contract as such claim



becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.

5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:

- a. for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday;
- b. for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

5.9.4 AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.5 As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.9.6 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.10 Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.

5.11 Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.

5.12 Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

## **6.0 Termination**

6.1 Termination Without Cause. This contract may be terminated by mutual consent of both parties, or by either party, upon ninety (90) days' notice, in writing or delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY may terminate this contract effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 Terms of the HealthShare Risk Accepting Entity Agreement are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

6.2.2 The termination, suspension or expiration of the HealthShare Risk Accepting Entity Agreement.

6.2.3 COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.

6.2.4 COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of clients, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this contract.

6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.

6.2.7 AGENCY fails to perform any of the other provisions of this contract, or fails to pursue the work of this contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and AGENCYs declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYs with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this contract if AGENCY substantially fails to perform the specific provisions of this contract. The rights and remedies of COUNTY related to default (including breach of contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6.4 Transition. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**7.0 Notices**

If to AGENCY:  
ColumbiaCare Services Inc  
3587 Heathrow Way  
Medford, OR 97504

If to COUNTY:  
Clackamas County Behavioral Health Division  
Attention: Contract Administration  
2051 Kaen Road, #154  
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following exhibits and attachments which by this reference are incorporated herein:

- |           |                                 |
|-----------|---------------------------------|
| Exhibit A | Definitions                     |
| Exhibit B | Scopes of Work                  |
| Exhibit C | Compensation                    |
| Exhibit D | Statement of General Conditions |

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

**COLUMBIACARE SERVICES**

By:   
\_\_\_\_\_  
Robert C. Beckett, Executive Director  
8-2-2016

\_\_\_\_\_  
Date  
3587 Heathrow Way  
\_\_\_\_\_  
Street Address  
Medford, OR 97504  
\_\_\_\_\_  
City/State/Zip  
(541) 858-8170 (541) 858-8167  
\_\_\_\_\_  
Phone / Fax

**CLACKAMAS COUNTY**

Commissioner: John Ludlow, Chair  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smith

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Department  
\_\_\_\_\_  
Date

## **EXHIBIT A DEFINITIONS**

Whenever used in this Agency Services Agreement, the following terms shall have the meanings set forth below:

AMH: State of Oregon, Department of Human Services, Addictions and Mental Health

AGENCY: entity contracted by COUNTY

Allowable Costs: costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this contract

CCO: Coordinated Care Organization is an entity that has been certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care services

Community Outcome Management and Performance Accountability Support System (COMPASS): the AMH project to implement a new contracts system, roll out an optional free electronic health records systems (OWITS), and enhance the collection of data through MOTs

Contract: this Agency Services Contract between COUNTY and AGENCY for the provision of services

COUNTY: Clackamas County Behavioral Health Division

Covered Services: medically appropriate services specified in OAR 410-141-3120, "Operations and Provision of Health Services" and limited in accordance with OAR 410-141-3420, "Billing and Payment" for OHP Members. The term "Covered Services" may be expanded, limited, or otherwise changed pursuant to the Clackamas County Health Share of Oregon/Clackamas Participation Agreement and OARs. Covered Services may also refer to authorized services provided to uninsured, indigent clients.

DEPARTMENT: AMH contracts with COUNTY to establish and finance community mental health and addiction programs; COUNTY, in turn, subcontracts certain services to AGENCY

DHS: Department of Human Services of the State of Oregon

Federal Funds: funds paid to AGENCY under this contract that are received from an agency, instrumentality or program of the Federal government of the United States

Health Share of Oregon: a Coordinated Care Organization serving Oregon Health Plan enrollees of Clackamas, Multnomah and Washington Counties.

Individual: an individual accessing publicly funded behavioral health services who is either an OHP Member or is determined eligible for services as an uninsured, indigent individual.

Mental Health Services: treatment services for individuals diagnosed with serious mental health illness, or other mental or emotional disturbance posing a danger to the health and safety of themselves or others

Medicaid: Federal funds received by OHA under the Title XIX of the Social Security Act and Children's Health Insurance Program Funds administered jointly with Title XIX funds as part of State medical assistance program by OHA

Misexpenditure: money, other than an overexpenditure disbursed to AGENCY by COUNTY under this agreement and expended by AGENCY that:

- (a) is identified by the Federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the Federal government has requested reimbursement by the State of Oregon and whether in the form of a Federal determination of improper use of Federal funds, a Federal notice of disallowance, or otherwise; or
- (b) is identified by the COUNTY, State of Oregon or OHA as expended in a manner other than that permitted by this agreement, including without limitation, any money expended by AGENCY, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or
- (c) is identified by the COUNTY, State of Oregon or OHA as expended on the delivery of a service that did not meet the standards and requirements of this agreement with respect to that service

Measures and Outcomes Tracking System (MOTS): the AMH data system that stores client data submitted by AGENCY and/or COUNTY

OAR: Oregon Administrative Rules duly promulgated by the Oregon Health Authority and as amended from time to time.

OHA: the State of Oregon, acting by and through its Oregon Health Authority.

OHP Member: an individual found eligible by a division of the Oregon Department of Human Services to receive services under the OHP (Oregon Health Plan) Medicaid Demonstration Project or State Children's Health Insurance Program and who is enrolled with COUNTY as Health Share of Oregon/Clackamas.

Oregon Web Infrastructure for Treatment Services (OWITS): is 1) an optional free electronic health records system available to Counties and their Providers to submit the MOTS data, and 2) a system to manage the AMH services

Primary Source Verification: verification from the original source of a specific credential (education, training, licensure) to determine the accuracy of the qualifications of an individual health care practitioner. Examples of primary source verification include, but are not limited to, direct correspondence, telephone verification and internet verifications.

Third Party Resources: any individual, entity, or program that is, or may be, liable to pay all or part of the cost of any Covered Service furnished to an OHP Member, including but not limited to: private health insurance or group health plan; employment-related health insurance; medical support from absent parents; workers' compensation; Medicare; automobile liability insurance; other federal programs such as Veteran's Administration, Armed Forces Retirees and Dependent Act, Armed Forces Active Duty and Dependents Military Medical Benefits Act, and Medicare Parts A and B; another state's Title XIX, Title XXI or state-funded Medical Assistance Program; and personal estates.

Valid Claim: an invoice, in the form of a CMS 1500 claim form, submitted for payment of covered health services rendered to an eligible client that is submitted within the required 120 days from the date of service or discharge and that can be processed without obtaining additional information from the provider of the service or from a third party. A valid claim is synonymous with the federal definition of a clean claim as defined in 42 CFR 447.45(b).

## EXHIBIT B SCOPES OF WORK

1. AGENCY will provide 24-hour Supported Housing in 18 apartments located in Jennings Lodge, Oregon. The 18 apartments consist of six one-bedroom units and twelve two bedroom units. The six one-bedroom apartments and ten two-bedroom apartments will house SPMI consumers, if clinically appropriate, in the supported housing program. Consumers will be allowed to "double-up" in the two bedroom units. One two-bedroom apartment will be converted into an office for the day/evening staff with a room to facilitate group sessions. The other two-bedroom apartment will house an on-site resident manager.
2. AGENCY will provide four high needs supported housing beds on the same property. These beds would accommodate consumers who are difficult to place, i.e. currently in specialized residential treatment homes (RTHs), unable to discharge from the hospital, homeless, have failed various other housing placements, etc.). Services to these individuals are to be based on the mental health assessment and included in the treatment plan. Rehabilitative services can be billed through the individual's health insurance. The \$3,600 designated for these individuals is to provide services and supports that are not funded through mental health treatment or 1915i and are to assist the individuals in maintaining their housing (eviction prevention), behavioral supports and interventions which could include one to one support or group activities. One of these beds will not be available for COUNTY placement until such a time that the Family Care individual moves out.
3. AGENCY will provide monthly justification for level of care and a summary of services and supports provided to the individuals that are considered high needs to reflect the \$3,600 monthly payment.
4. AGENCY will administer program admission. Determination of consumer approval for entry into Jennings Lodge will be a collaborative process between the COUNTY and AGENCY's Supported Housing program. COUNTY staff will prioritize referrals based on need for skills building, history of unsuccessful tenure in community independent settings, the need for ADL support, and current apartment complex consumer mix. Staff at Jennings Lodge Supported Housing will have final approval of consumer entry into the program, however, agree to work with individuals who have a history of assault, addiction, eviction, criminal backgrounds including felony offenses, non-payment of rent and inpatient psychiatric admissions. The Jennings Lodge Supported Housing program agrees to make a good faith effort to work with COUNTY staff to address any concerns by the addition of other supports and resources prior to denying any referral.
5. The Jennings Lodge Supported Housing program agrees to ensure COUNTY approval prior to admitting any consumer into the program.
6. Upon receipt of referral, Jennings Lodge staff will do a consumer assessment and submit it along with a treatment plan and authorization for services to COUNTY to review and approve, as well as identify whether the consumer meets high needs or regular needs for the purpose of billing rates and compensation.
7. AGENCY will provide property management Services. AGENCY shall be responsible for performing all Supportive Housing Program property management duties including processing rental applications and move-in paperwork, screening for tenancy, collection of rent and applicable deposits, ensuring consumer adherence to their signed rental agreement, property oversight, coordination of rental unit maintenance and repairs, on-call landlord assistance, scheduled apartment inspections, and noticing.

In addition, upon admission, AGENCY will schedule routine monthly meetings with each Supportive Housing Program Consumer, and COUNTY staff to discuss on-going support needs.

AGENCY will perform regular inspections of the supported housing units minimally once per year. Any identified deficiencies will be shared with the Supportive Housing Program Consumer along with a notice of correction and correction date deadline. A copy of the notices will be sent to COUNTY.

AGENCY is subject to, and will conform to, all Oregon Landlord/Tenant Laws. In the event that any section of this Contract conflicts with Oregon Landlord/Tenant Law, Oregon Landlord/Tenant Law will supersede this contract

8. AGENCY will provide 24-hour, 7 days per week availability of services of a community-based interdisciplinary team to individuals with a diagnosis that qualifies them as SPMI. Services may include initial and on-going assessments, psychiatric services, case management, employment assistance, housing assistance, family support and education, skills training, medication management coordination of care and other supports and services critical to the individual's ability to live independently in the community. Service planning shall include crisis planning that utilizes professional and/or natural supports to provide 24-hour, 7 days per week flexible response.
9. AGENCY will provide monthly psychiatric services for the high needs consumers and quarterly psychiatric services to the SPMI consumers. These visits will be scheduled in advance.
10. AGENCY will provide a registered nurse to visit the site on a monthly basis available to all consumers.
11. AGENCY will provide eight hours per day of rehabilitative (1915i for Medicaid-covered consumers, covered under the terms of the current Behavioral Health Services Agreement between COUNTY and AGENCY effective January 1, 2013) and/or outpatient services minimally five days per week, as appropriate and authorized by the COUNTY.

**B. STAFFING**

1. AGENCY will provide a QMHA on-site daily from approximately 8 a.m. to midnight seven days per week. The on-site resident manager will be available from 8 p.m. to approximately 8 a.m. in the event of an emergency or crisis.
2. AGENCY will provide an additional full time QMHA "float" who will work afternoon and evening hours seven days per week.
3. AGENCY will provide an on-site resident manager available to tenants evenings and nights for emergencies or crisis, who will also fulfill all property management functions (execution of leases, posting of notices, etc.)
4. AGENCY will provide a QMHP on-site 40 hours per week.
5. AGENCY will provide a part-time project manager.

**EXHIBIT C  
COMPENSATION**

**Maximum payment to AGENCY shall not exceed \$ 260,000.00**

- A. AGENCY shall be compensated for satisfactorily performing the services as specified in Exhibit B, Scope of Work as follows:

- |  |   |
|--|---|
| 1. Service Payment for four high needs consumers | \$3,600 per consumer per month <sup>1</sup>     |
| Rent Subsidy for all COUNTY program consumers    | Up to \$395 per consumer per month <sup>2</sup> |

<sup>1</sup> Prorated for number of days per month of residency, if residency is less than an entire month.

<sup>2</sup> Consumers will be responsible for 40% of their income going toward rent, with the COUNTY paying the balance up to \$395/month per consumer.

2. All consumer placements in the Supported Housing will be referred by the COUNTY. On the eleventh day after a unit is deemed available for occupancy or the eleventh day after a unit is vacated by a consumer, the unit is considered vacant. Beginning on the 11<sup>th</sup> day of vacancy, AGENCY may invoice the COUNTY as follows:

Non high needs consumer units	\$15 per day <sup>3</sup>
High needs consumer units	\$120 per day <sup>3</sup>

<sup>3</sup>Maximum contract value for vacancies is \$16,740.

3. AGENCY may be compensated for services provided to non-Medicaid eligible consumers using the Medicaid rate chart for up to \$1,000 per month per consumer per consumer per year. These services will only be paid upon prior approval of COUNTY.

To receive payment AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech) within 120 calendar days of the date of service in accordance with OAR 410-141-3420, "Billing and Payment". Claims may be submitted to PH Tech in either paper or electronic format.

Refer to Exhibit D, paragraph 4.d. for guidance regarding encounter submissions.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

- B. To receive payment for services not billed through PH Tech, AGENCY shall submit invoices as follows:

AGENCY shall submit itemized invoices by the 10th of the month following the month services were performed. The invoice shall include the contract # **7776**, dates of service and the total amount due for all service provided during the month. Invoices shall be submitted electronically to:

[BHAP@co.clackamas.or.us](mailto:BHAP@co.clackamas.or.us)

When submitting electronically, designate AGENCY name and contract # **7776** in the subject of the e-mail.

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



**EXHIBIT D**  
**STATEMENT OF GENERAL CONDITIONS**

**1. Interpretation and Administration of Agreement**

AGENCY acknowledges that this agreement between COUNTY and AGENCY is subject to the underlying Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement between Health Share of Oregon and COUNTY, the Health Plan Services Contract between the Oregon Health Authority and Health Share of Oregon, the Oregon Revised Statutes concerning the Oregon Health Plan, and other applicable Oregon statutes and administrative rules concerning mental health services. If AGENCY believes that any provision of this agreement or COUNTY's interpretation thereof is in conflict with Federal and State statutes or regulations, AGENCY shall notify COUNTY in writing immediately.

AGENCY agrees to provide medically necessary services within the scope of its practice and license (hereinafter referred to as "services") to individuals assessed as having an eligible mental health condition specified in the Oregon Health Plan "Prioritized List of Mental Health Conditions", can benefit from those services, and as described below when authorized by COUNTY's treatment authorization process. AGENCY shall provide services in accordance with OAR 410-141-3120 "Operations and Provision of Health Services"; OAR 410-141-3420 "Billing and Payment"; and all DHS Rules in OAR Chapter 309 and any other administrative rules to which AGENCY is subject, as such rules may be amended from time to time. These laws, rules and regulations, are incorporated by reference herein to the extent that they are applicable to this agreement and required by law to be so incorporated. Services provided under this agreement are to be within the scope of AGENCY's licenses and certification, and the licenses, certifications and training of it's employed and contracted staff providing direct services.

**2. General Performance Standards**

COUNTY shall monitor services provided by AGENCY and has the right to require AGENCY's compliance with OHA and Health Share of Oregon established standards and other performance requirements relative to the quantity and quality of service and care, access to care, and administrative and fiscal management, and with all obligations and conditions stated in this agreement. AGENCY will notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the conditions stated in this agreement.

a) Licenses and Certifications

By signing this agreement, AGENCY assures that all licenses and certifications required by statute or administrative rule are and will remain current and valid for all of AGENCY's employees and independent AGENCYs providing direct service and for all of AGENCY's facilities in which services are provided. AGENCY assures that it is certified under OAR 309-012-0130 – 309-012-0220 or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services. AGENCY will promptly notify COUNTY of the initiation of any action against any licenses or, if applicable, against any certifications by any certifying boards or organizations as well as any changes in AGENCY's practice ownership or business address, along with any other problem or situation that may relate to the ability of AGENCY to carry out the duties and obligations of this contract.

b) Eligibility and Authorization of Services

AGENCY shall verify eligibility and enrollment of clients prior to providing and billing for service and obtain authorization for the provision of covered services as necessary and appropriate according to COUNTY policies and procedures. AGENCY shall participate in the COUNTY concurrent review process. AGENCY understands that authorization for services will be based upon this review process.

c) Quality Assurance and Utilization Review

AGENCY shall cooperate with, and participate in, COUNTY's quality assurance and utilization review programs. AGENCY shall also participate in Health Share of Oregon quality initiatives as developed. Further, AGENCY shall have a planned, systematic, and ongoing process for monitoring, evaluating and improving the quality and appropriateness of Covered Services provided to clients.

AGENCY shall work with COUNTY staff to ensure that authorized services provided by AGENCY to clients are the most appropriate and cost efficient, and least restrictive. AGENCY staff shall make records available to COUNTY staff on site upon reasonable notice for purposes of utilization review.

- d) Contractual Compliance  
AGENCY shall ensure that all providers and staff employed or contracted by AGENCY who provide services to clients or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.
- e) Provider Appeal Process  
AGENCY shall have the right to appeal actions by COUNTY or decisions concerning interpretation of the Health Share of Oregon/Clackamas Risk Accepting Entity Agreement as they apply to this agreement. Appeals shall be made in writing.

Appeals related to administrative or clinical decisions and all other matters shall be made to COUNTY Administration within thirty (30) calendar days of the date of the action being appealed. A decision shall be issued within twenty-one (21) business days of receipt of the written appeal. An appeal of that decision can be made in writing to the Director of Clackamas County Behavioral Health Division within fourteen (14) business days of the date of the decision. The Director will issue a decision within twenty-one (21) business days, and that decision will be final.

### 3. Clinical Standards

- a) Clinical Guidelines  
AGENCY shall adopt clinical guidelines that inform mental health practitioners, clients, family members and advocates with evidence-based information about mental illness and appropriate treatment options. Clinical guidelines should be based on a systematic evaluation of research evidence; be designed to assist, rather than dictate, clinical decision-making; and are to be applied on a case-by-case basis. Such guidelines should provide recommendations for appropriate care based on scientific evidence and professional consensus; support for professional standards, quality improvement activities and education; and a basis for comparing current practice to evidence-based best practices. AGENCY shall make such guidelines available to COUNTY upon request.
- b) Outcome Measure  
AGENCY shall adopt the use of a measure of clinical outcomes that demonstrates a change in client status following an episode of treatment. The measurement tool adopted shall identify changes in symptoms, functioning, quality of life, adverse events or satisfaction. AGENCY shall make information about outcome measures used available to COUNTY upon request.
- c) Coordination of Care  
AGENCY shall develop, implement and participate in activities supportive of a continuum of care that integrates mental health, addiction and physical health interventions in ways that are seamless and whole to the client. Integration activities may span a continuum ranging from communication to coordination to co-management to co-location to the fully integrated, person-centered health care home.
  - i) To insure appropriate coordination of services to enrolled individuals, AGENCY shall collaborate with allied agencies in the local service area, including but not limited to primary care clinics, housing authorities, chemical dependency agencies, juvenile justice, school districts, and Department of Human Resources, Child Welfare programs. AGENCY will make every effort to obtain a signed Release of Information at the onset of treatment, notifying the service partner in writing of preliminary diagnosis and prescribed medications, notifying of any major changes or medical complications that occurred during the course of treatment and notifying upon termination of treatment.

ii) AGENCY shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:

- (1) AGENCY shall coordinate with COUNTY on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. AGENCY shall coordinate with COUNTY and the acute or sub-acute care provider on discharge planning and the development of community resources to aid in the timely discharge and community placement of the client. AGENCY shall assure an appointment with an appropriate provider within seven (7) days of discharge from acute care, sub-acute care or psychiatric residential treatment care.
- (2) AGENCY shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the client to acute care.
- (3) AGENCY shall refer clients for a Level of Service Intensity Determination Screening when a higher intensity of service appears warranted.
- (4) AGENCY shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.

d) Crisis Response

AGENCY will be responsible for twenty-four hour, seven days a week crisis response for their enrolled individuals. AGENCY shall establish and follow a system for appropriate and timely response to emergency needs of individuals. During the period of service, AGENCY shall respond to all enrolled client emergencies. "Emergency" shall mean the sudden onset of a mental health condition manifesting itself by acute symptoms and one or more of the following circumstances are present:

- (i) the client is in imminent or potential danger of harming himself or others as a result of an eligible condition;
- (ii) the client shows symptoms, e.g., hallucinations, agitation, delusions, etc., resulting in impairment in judgment, functioning and/or impulse control severe enough to endanger his or her own welfare or that of another person; or
- (iii) there is an immediate need for Services as a result of, or in conjunction with, a very serious situation such as an overdose, detoxification, potential suicide or violence.

AGENCY will have a system of crisis response to individuals enrolled in their program. At a minimum, AGENCY will have a clinician available by phone for consultation at all times. This clinician shall be familiar with the case or shall have the ability to contact clinician(s) familiar with the case.

AGENCY shall provide 24-hour, seven day per week telephone or face-to face crisis support coverage as outlined in OAR Chapter 309. Crisis services must include 24 hour, seven days per week capability to conduct, by or under the supervision of a QMHP, an assessment resulting in a Service Plan that includes the crisis services necessary to assist the individual and family to stabilize and transition to the appropriate level of care.

e) Standards of Care

COUNTY promotes resilience in and recovery of the clients it serves. COUNTY supports a system of care that promotes and sustains a client's recovery from a mental health condition by identifying and building upon the strengths and competencies within the person to assist them in achieving a meaningful life within their community. Consistent with these values, AGENCY shall:

- (i) Provide services in a manner that assures continuity and coordination of the health care services provided to each client;

- (ii) Accept clients for treatment on the same basis that AGENCY accepts other clients and render services to clients in the same manner as provided to AGENCY's other clients. AGENCY shall not discriminate against clients because of source of payment, race, ethnicity, gender, gender identity, gender presentation, sexual orientation, national origin, ancestry, religion, creed, marital status, familial status, age, except when program eligibility is restricted to children, adults or older adults, source of income, disability and diagnosis;
- (iii) Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition. AGENCY shall comply with access standards as set forth in OAR 410-141-3220 "Accessibility";
- (iv) Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);
- (v) Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;
- (vi) Advise or advocate on behalf of clients in regard to treatment options, without restraint from COUNTY;
- (vii) AGENCY shall employ a system of internal review to evaluate the care being provided within the agency, to modify service plans, adjust level of care being provided and consider duration of treatment. AGENCY will have a system of internal utilization management to assure that services are provided within the authorization maximum dollar amount, when applicable;
- (viii) AGENCY shall have written policies and procedures related to consumer complaints as referenced in OAR Chapter 309; and
- (ix) Agency shall notify COUNTY immediately in writing regarding issues related to access to care or any other potential violation of the requirements in the Scope of Work.

#### **4. Encounter Submissions**

- a) Usual and Customary Charges  
AGENCY shall bill COUNTY according to their Usual and Customary fee schedule. AGENCY shall base their Usual and Customary charges on a cost study that is updated annually.
- b) Compensation  
AGENCY shall be reimbursed at the COUNTY reimbursement rates in effect as of the date of service or billed charges, whichever is less.
- c) Third Party Resources and Coordination of Benefits  
AGENCY shall bill and collect from liable third party resources prior to billing COUNTY. If both the third party resource and COUNTY reimburse AGENCY for the same service, COUNTY shall be entitled to a refund for the exact amount of duplicate payment received by AGENCY.

AGENCY shall be responsible for maintaining records in such a manner so as to ensure that all moneys collected from third-party resources on behalf of clients may be identified and reported to COUNTY on an individual client basis. AGENCY shall make these records available for audit and review consistent with the provisions upon request.

If AGENCY has knowledge that a client has third-party health insurance or health benefits, or that either client or AGENCY is entitled to payment by a third party, AGENCY shall immediately so advise COUNTY.

Pursuant to OAR 410-141-3160, "Integration and Care Coordination", COUNTY reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. COUNTY may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR Part 2. Coordination of benefits shall not result in compensation in excess of the amount determined by this agreement, except where State laws or regulations require the contrary.

d) Encounter Data

AGENCY shall submit to COUNTY accurate and complete encounter data in the form of a CMS 1500 claim form for each contact with a client. To encounter data and receive payment, when applicable, AGENCY shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech). AGENCY shall use its best efforts to supply encounter data once a month, and shall in all cases, supply encounter data no later than 120 calendar days after a contact with a client in accordance with OAR 410-141-3420, "Billing and Payment". Each encounter claim shall include such information as required in the Health Share of Oregon/Clackamas Risk Accepting Entity Participation Agreement and meet specifications as a Valid Claim. AGENCY shall use the most current DSM Multi-Axial Classification System. DSM codes shall be reported at the highest level of specificity.

Claims may be submitted to PH Tech in either paper or electronic format.

PH Tech shall pay AGENCY on behalf of COUNTY, by the 45<sup>th</sup> business day after a valid claim is received, fee-for-service payments as specified in section 1 above. COUNTY shall have no obligation to make payment to AGENCY if AGENCY fails to obtain a valid authorization to provide services, fails to verify eligibility for Covered Services and the individual is not an eligible client on the date of service, if the services provided are not Covered Services, or if AGENCY fails to submit fee-for-service bills within 120 calendar days of the date of service. The timely filing requirement is extended to 12 months when there is a Third Party Resource as the primary payor and to 12 months when Medicare is primary. To be considered for payment, claims resubmission requests submitted by AGENCY must be received by PH Tech within 120 days of the date of the first denial.

e) Non-Covered Services

AGENCY shall follow OAR 410-141-3420, "Billing and Payment", when submitting fee-for-service claims for services provided to OHP Members that are not Covered Services.

f) Payment in Full

Except as expressly provided below, payments to AGENCY made by COUNTY for services provided under the terms of this agreement shall constitute payment in full. OAR 410-141-3420, "Billing and Payment", AGENCY shall not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against OHA or any client for services contracted hereunder, either during the term of this agreement or at any time later, even if COUNTY becomes insolvent. This provision shall not prohibit collection for non-covered services that may be the responsibility of the client or any permitted co-pays, co-insurance, deductibles or any other cost sharing, if any and as applicable. AGENCY may bill and collect separately for those costs which are lawfully the responsibility of the client. When combined with all sources of payment, COUNTY's payment to AGENCY shall not exceed the reimbursement amount in effect as of the date of service.

g) Overpayments

Any payments made by COUNTY to which AGENCY is not entitled under the terms of this agreement shall be considered an overpayment and shall be refunded by AGENCY within thirty (30) calendar days of the discovery, in accordance with OAR-410-120-1280, "Billing" and OAR 410-120-1397, "Recovery of Overpayments to Providers – Recoupments and Refunds". AGENCY must not seek payment from clients for any covered services, except any coinsurance, co-payments, and deductibles expressly authorized by OAR-410-120 or OAR-410-141. A client cannot be billed for services or treatment that have been denied due to provider error (e.g. required documentation not submitted, prior authorization not obtained, non-covered diagnosis, etc.).

## 5. Staff Standards

- a) COUNTY delegates to AGENCY the credentialing and re-credentialing of employed and contracted staff, volunteers and interns who provide and/or oversee services to clients under this agreement. Pursuant to OAR 410-141-3120 "Operations and Provision of Health Services", AGENCY must, at a minimum, obtain and verify documents that provide evidence of primary source verification of credentials as follows:
- (i) Appropriate education and academic degrees, as required;
  - (ii) Licenses or certificates, as required;
  - (iii) Relevant work history or qualifications, as required;
  - (iv) Completion of a successful criminal history records check through the Background Check Unit, a Shared Service of the Department of Human Services and the Oregon Health Authority and compliant with ORS 181A.200. and OAR 943-007-0001 to 943-007-0501;
  - (v) Positive clearance by the National Practitioner Data Bank;
  - (vi) Positive clearance through the General Services Administration System for Award Management (SAM) at time of hire and monthly thereafter; and
  - (vii) Positive clearance through the Office of Inspector General's List of Excluded Individuals/Entities at time of hire and monthly thereafter.

AGENCY shall not permit any person to provide services under this agreement if that person is listed on the non-procurement portion of the General Service Administration's SAM in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (2 CFR Part 180).

In addition, AGENCY shall not permit any person to provide services under this agreement who has been terminated from the Division of Medical Assistance Program or excluded as Medicare/Medicaid providers by the Centers for Medicare and Medicaid Services or who are subject to exclusion for any lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 "Program Integrity – Medicare and State Health Care Programs Subpart B". AGENCY may not submit claims for services provided after the date of such exclusion, conviction or termination.

AGENCY assures that all AGENCY employees, volunteers, interns, agents and independent AGENCYs providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licensed or registered pursuant to OAR 410-141-3120. AGENCY shall not allow services to be provided by an employee, volunteer, intern, agent or independent AGENCY who does not have a valid license or certification required by state or federal law.

AGENCY ensures that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. AGENCY shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements.

COUNTY reserves the right to review, upon reasonable notice and at AGENCY's site, the actual documents describing the credentials of AGENCY's employees, volunteers, interns, agents and independent AGENCYs for purposes of verification.

## 6. Recordkeeping

- a) Clinical Records, Access and Confidentiality  
Clinical Records.

AGENCY shall ensure maintenance of recordkeeping consistent with OAR 410-141-3180, "Record Keeping and Use of Health Information Technology." The clinical record shall fully document the

mental condition of the client and the services received by the client under this agreement. All clinical records relevant to this agreement shall be retained for at least seven (7) years after the date of clinical services for which claims are made, encounters reported, final payment is made, or all pending matters are closed, whichever time period is longer. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven-year-period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven-year-period, whichever is later.

- b) **Government Access to Records.**  
At all reasonable times, AGENCY and its subcontractors shall provide the Center for Medicare and Medicaid Services (CMS), the Comptroller General of the United States, the Oregon Secretary of State, the Oregon Department of Justice Medicaid Fraud Unit, Oregon Department of Human Services Office of Payment Accuracy and Recovery, OHA, COUNTY and all their duly authorized representatives the right of access to AGENCY's financial (including all accompanying billing records), clinical/medical, and personnel records that are directly pertinent to this agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness and timeliness of services provided, and the capacity of AGENCY to bear the risk of potential financial losses. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions. AGENCY shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.
- c) **Confidentiality and Privacy of Records.** The confidentiality of information concerning clients is subject to State and Federal guidelines, including but not limited to State (ORS 179.505 through 179.507, ORS 192.502, ORS 411.320, ORS 433.045(3)) and Federal (42 CFR Part 2, 42 CFR Part 431, Subpart F, 45 CFR 205.50) confidentiality laws and regulations. AGENCY and COUNTY shall not use, release, or disclose any information regarding a client for any purpose not directly connected with the administration of this agreement or under Title XIX of the Social Security Act, except with the written consent of the client or, if appropriate, the client's parent or guardian, or unless otherwise authorized by law. AGENCY shall ensure that its agents, employees, officers and subcontractors with access to client records understand and comply with this confidentiality provision.
- d) **Release of Information.** AGENCY shall assure that COUNTY and any other cooperating health service providers have access to the applicable contents of the client's clinical record when necessary for use in the diagnosis or treatment of the client, to the extent such access is permitted by law. AGENCY shall release mental health service information requested by COUNTY or a provider involved in the care of a client within ten (10) business days of receiving a signed release. Except as provided in ORS 179.505(9), AGENCY shall provide the client or the client's legal guardian access to client's record and provide copies within ten (10) business days of any request for copies.
- e) **External Review.** AGENCY shall cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, services under this agreement in accordance with 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC Section 1396a (a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

- f) **Financial Records**  
AGENCY shall establish and maintain policies and procedures related to financial management and financial records consistent with Generally Accepted Accounting Principles. AGENCY shall make such policies and procedures available to COUNTY upon request.

AGENCY shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally

Accepted Accounting Principles and Oregon Administrative Rules. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

COUNTY shall conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of AGENCY which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

AGENCY may be subject to audit requirements. AGENCY agrees that audits must be conducted by Certified Public Accountants who satisfy the Independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy OAR 801-030-0005, the independence rules contained within Governmental Auditing Standards (2011 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over AGENCY.

AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

Limited Scope and Full Audits shall be completed within nine (9) months of the close of AGENCY's fiscal year. Audit reports, including the Management Letter associated with the audit shall be submitted to COUNTY within two weeks from the date of the report. Failure to submit required audit reports and Management Letters shall be cause for withholding of contract payment until audits are submitted.

## 7. Reporting

### a) Abuse Reporting

AGENCY shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 943-045-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if AGENCY were a mandatory abuse reporter. If AGENCY is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. AGENCY shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

### b) Behavioral Health Electronic Data System

AGENCY shall participate in the Oregon Health Authority (OHA)'s Enhanced Data Capture for all clients receiving Covered Services under this agreement. AGENCY shall submit all data to OHA via formats approved by OHA. AGENCY shall submit data in accordance with OHA timelines.

### c) Delivery System Network (DSN) Provider Capacity Report

AGENCY shall submit a DSN Provider Capacity report to COUNTY within thirty (30) days of the effective date of this agreement, identifying all staff and independent AGENCYs who will provide services to clients under this agreement. In addition, the DSN Provider Capacity Report shall be updated and resubmitted monthly to COUNTY.

### d) Access to Care

AGENCY shall submit the online regional access report to COUNTY in the prescribed format by the 15<sup>th</sup> of the month following services delivered.

### e) Critical Incidents

AGENCY shall report all critical incidents. A critical incident is an unexpected occurrence that occurs on the premises of a program, or one that involves program staff and agents, and/or a service delivery activity which results in: death or serious physical or psychological injury, or the risk thereof; clear and



present risk to public safety; major illness or accident; act of physical aggression; any other unusual incident that presents a risk to health and safety. Critical incidents also include the death of any clients

## 8. Monitoring

### a) Agreement Compliance Monitoring

COUNTY and OHA shall conduct agreement compliance and quality assurance monitoring related to this agreement. AGENCY shall cooperate with COUNTY and OHA in such monitoring. COUNTY shall provide AGENCY twenty (20) business day's written notice of any agreement compliance and quality assurance monitoring activity that requires any action or cooperation by AGENCY. Notice of monitoring shall include the date the monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

Should AGENCY found to be out of compliance with any requirement of this agreement, the following actions may be taken by COUNTY until the issue is resolved:

- (i) Request a conference of the parties to determine the need for technical assistance
- (ii) Require a corrective action plan
- (iii) Disallow referral of new clients to AGENCY
- (iv) Put AGENCY on probationary status and suspend billing authority

Should the issue remain unresolved, COUNTY may consider AGENCY in breach and may terminate this agreement.

### b) External Quality Review

AGENCY agrees to participate with COUNTY in any evaluation project or performance report as designed by COUNTY or applicable State or Federal agency. AGENCY shall make all information required by any such evaluation project or process available to COUNTY or COUNTY's designee within thirty (30) business days of request.

## 9. Fraud and Abuse

AGENCY shall comply with, and as indicated, cause all employees, agents and subcontractors to comply with, the following requirements related to fraud and abuse. All elements of this Fraud and Abuse exhibit apply to services provided to uninsured, indigent individuals with the exception of reports to the Medicaid Fraud Control Unit (MFCU) which do not apply to indigent services.

### a) General

AGENCY, its employees, agents and subcontractors shall comply with all provisions of the False Claims Act established under sections 3729 through 3733 of title 31, United States Code, administrative remedies for false claims and statements established under chapter 38 of title 31, United States Code, any Oregon laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in 42 USC 1320a-7b).

AGENCY, its employees, agents and subcontractors shall comply with Oregon laws pertaining to false claims including the following: ORS 411.670 to 411.690 (submitting wrongful claim or payment prohibited; liability of person wrongfully receiving payment; amount of recovery); ORS 646.505 to 646.656 (unlawful trade practices); ORS chapter 162 (crimes related to perjury, false swearing and unsworn falsification); ORS chapter 164 (crimes related to theft); ORS chapter 165 (crimes involving fraud or deception), including but not limited to ORS 165.080 (falsification of business records) and ORS 165.690 to 165.698 (false claims for health care payments); ORS 659A.199 to 659A.224 (whistle blowing); OAR 410-120-1395 to 410-120-1510 (program integrity, sanctions, fraud and abuse); and common law claims founded in fraud, including Fraud, Money Paid by Mistake and Money Paid by False Pretenses.

AGENCY shall include information in its employee handbooks or other appropriate documents on laws described above, regarding the rights of employees to be protected as whistleblowers.

AGENCY shall further have policies and procedures for detecting and preventing fraud, waste and abuse that shall, at a minimum, include a process for monitoring and auditing files, claims and staff performance.

Entities receiving \$5 million or more annually (under this contract and any other OHP contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and Abuse policies and procedures and inform employees, AGENCYs and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).

Certify when submitting any claim for the provision of OHP services that the information submitted is true, accurate and complete. AGENCY shall acknowledge AGENCY's understanding that payment of the claim will be from Federal and State funds and that any falsification or concealment of a material fact may be prosecuted under Federal and State laws.

b) Fraudulent Billing and False Claims

AGENCY will report verified and suspected cases of fraud and abuse to the Medicaid Fraud Control Unit (MFCU) and COUNTY within five (5) business day of discovery.

If it is determined that services billed by AGENCY were fraudulently billed, or that a false claim was submitted, or that an instance of abuse has occurred, the following disciplinary actions may be taken by COUNTY:

- (i) If abuse is determined, consider restitution of funds based on the severity of the abuse identified.
- (ii) If fraud is determined or a false claim verified, require restitution of funds.
- (iii) If the action identified is determined to be non-intentional, require a corrective action plan
- (iv) Put AGENCY on probationary status and suspend billing authority until the issue is resolved
- (v) Termination of this agreement

COUNTY shall promptly refer all verified cases of Medicaid fraud and abuse to the MFCU, consistent with the Memorandum of Understanding between the State of Oregon Department of Human Services and the MFCU. COUNTY shall also refer cases of suspected Medicaid fraud and abuse to the MFCU prior to verification.

c) Participation of Suspended or Excluded Providers

AGENCY shall ensure that Covered Services may not be provided to clients by the following persons (or their affiliates as defined in the Federal Requisition Regulations):

- (i) Persons who are currently suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issues pursuant to Executive Order 12549 or under guidelines implementing such order; and
- (ii) Persons who are currently excluded from Medicaid participation under section 1128 or section 1128A of the Act; and
- (iii) Persons who are currently excluded from providing services under the Oregon Medical Assistance Program.

d) Examples of fraud and abuse that support referral to the MFCU and COUNTY

AGENCY who consistently demonstrates a pattern of intentionally reporting encounters or services that did not occur. A pattern would be evident in any case where 20% or more of sampled or audited

services are not supported by documentation in the clinical records. This would include any suspected case where it appears that the provider knowingly or intentionally did not deliver the service or goods billed;

AGENCY who consistently demonstrates a pattern of intentionally reporting overstated or up coded levels of service. A pattern would be evident by 20% or more of sampled or audited services that are billed at a higher-level procedure code than is documented in the clinical records;

Any suspected case where the AGENCY intentionally or recklessly billed COUNTY more than the usual charge to non-Medicaid recipients or other insurance programs;

Any suspected case where the AGENCY purposefully altered, falsified, or destroyed clinical record documentation for the purpose of artificially inflating or obscuring his or her compliance rating or collecting Medicaid payments otherwise not due. This includes any deliberate misrepresentation or omission of fact that is material to the determination of benefits payable or services which are covered or should be rendered, including dates of service, charges or reimbursements from other sources, or the identity of the client or provider;

Providers who intentionally or recklessly make false statements about the credentials of persons rendering care to clients;

Providers who knowingly charge clients for services that are covered services or intentionally balance-bill a client the difference between the total fee-for-service charge and COUNTY's payment to the AGENCY, in violation of OHA rules.

e) Reporting suspected and verified cases of fraud or abuse

When a verified case of fraud or abuse exists, AGENCY will report the following information to the MFCU and COUNTY within five (5) business day of discovery of the suspected activity:

- Provider Name, Oregon Medicaid Provider Number, address and phone
- Type of provider
- Source and nature of complaint
- The approximate range of dollars involved
- The disposition of the complaint when known
- Number of complaints for the time period.

**Contact Information**

Report to: Medicaid Fraud Control Unit (MFCU)  
Phone: (971)673-1880  
Fax: (971)673-1890  
Address: 1515 SW 5th Ave., Suite 410, Portland, OR 97201

**Contact Information**

Report to: Clackamas Behavioral Health Division  
Contact: Compliance Officer  
Phone: (503)742-5335  
Fax: (503)742-5304  
Address: 2051 Kaen Road, Suite 154, Oregon City, OR 97045

**10. Compliance with Applicable Law**

AGENCY shall comply and, as indicated, cause all employees, agents and subcontractors to comply with the following Federal requirements. For purposes of this agreement, all references to Federal and State laws are references to Federal and State laws as they may be amended from time to time.

a) Miscellaneous Federal Provisions

AGENCY shall comply and cause all agents and subcontractors to comply with all federal laws, regulations and executive orders applicable to this contract or to the delivery of work. Without limiting

the generality of the foregoing, AGENCY expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements , Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of CMHPs, including without limitation, all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this contract and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 USC 14402.

b) Equal Employment Opportunity

If this contract, including amendments, is for more than \$10,000, then AGENCY shall comply and cause all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

c) Non-Discrimination

AGENCY shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. AGENCY shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

AGENCY shall comply with and cause its agents and subcontractors to comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

d) Advance Directives

AGENCY shall provide adult clients with written information on Advance Directive policies and include a description of Oregon law. The written information provided by AGENCY must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. AGENCY must also provide written information to adult clients with respect to the following:

- (i) Their rights under Oregon law;
- (ii) AGENCY's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.
- (iii) AGENCY must inform clients that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

e) Drug Free Workplace

AGENCY shall maintain and cause all agents and subcontractors to maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in AGENCY's workplace. AGENCY shall establish a drug-free awareness program and provide each employee and agent to be engaged in the provision of services under this agreement with information about its drug-free workplace program. AGENCY will further comply with additional applicable provisions of the Health Share of Oregon Core Contract.

- f) Clinical Laboratory Improvement  
If applicable to Scope of Work, AGENCY shall and shall ensure that any Laboratories used by AGENCY shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under this agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.
- g) Clean Air, Clean Water, EPA Regulations  
If this agreement, including amendments, exceeds \$100,000 then AGENCY shall comply and cause all agents and subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency. AGENCY shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subAGENCY to comply with the federal laws identified in this section.
- h) Energy Efficiency  
AGENCY shall comply and cause all agents and subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 et seq. (Pub. L. 94- 163).
- i) Resource Conservation and Recovery  
AGENCY shall comply and cause all agents and subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- j) AGENCY shall comply and, if applicable, cause a subAGENCY to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- k) Truth in Lobbying  
AGENCY certifies, to the best of the AGENCY's knowledge and belief that:
- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of AGENCY, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, AGENCY shall

complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- (iii) AGENCY shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients and subcontractors shall certify and disclose accordingly.
- (iv) This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this agreement imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

l) Conflict of Interest Safeguards

AGENCY and its agents and subcontractors shall have in effect safeguards, including, but not limited to, policies and procedures against conflict of interest with any State of Oregon Department of Human Services employees or other agents of the State who have responsibilities relating to this agreement. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) and must include safeguards to avoid conflicts that could be prohibited under 18 USC 207 or 208 if the Department of Human Services employee or agent was an officer or employee of the United States Government. For purposes of implementing policies and procedures required in this section, AGENCY shall apply the definitions in the State Public Ethics Law as if they applied to AGENCY for "Actual conflict of interest," ORS 244.020(1), "potential conflict of interest," ORS 244.020(14), and "client of household," ORS 244.020(12).

AGENCY shall not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift of payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035.

"AGENCY" for purposes of this section includes all AGENCY's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with the AGENCY; any officers, directors, partners, agents and employees of such person; and all others acting or claiming to act on their behalf or in concert with them. AGENCY shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".

m) HIPAA Compliance

The parties acknowledge and agree that each of OHA and AGENCY is a "covered entity" for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). OHA and AGENCY shall comply with HIPAA to the extent that any work or obligations of OHA arising under this agreement are covered by HIPAA.

AGENCY shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this agreement and with HIPAA. AGENCY shall comply and cause all agents and subcontractors to comply with HIPAA and all the HIPAA provisions listed in the Health Share of Oregon Core Contract.

HIPAA Information Security. AGENCY shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this agreement. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.

August 11, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of an Application to U.S Department of Housing and Urban Development,  
Continuum of Care Program (CoC) annual renewal of funds**

<b>Purpose/Outcomes</b>	Authorization to submit an annual renewal application for grant funds from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding for rent assistance and services to 17 different projects that serve homeless families and individuals in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The CoC Consolidated Application in FY 2016 is for a total of \$2,097,601 of funding and a possible additional \$102,000 of additional bonus funding if the application scores well. Individual projects grants require a 25% cash match or in-kind contribution, which is detailed in each project application. No County Funds are involved.
<b>Funding Source</b>	US Department of Housing and Urban Development (HUD)
<b>Duration</b>	Homeless project years vary, most are July 1 to June 30
<b>Previous Board Action</b>	Board has approved individual project applications in the past. This is a consolidated application (see attached list of projects).
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Ensure safe, healthy and secure communities</li> <li>2. Individuals and families are healthy and safe</li> </ol>
<b>Contact Person</b>	Abby Ahern, Program Planner, 503-650-5663
<b>Contract No.</b>	NA

**BACKGROUND:**

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2016 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually re-applying for funding in the Continuum of Care competition, holding regular meetings of the entire Continuum, conducting a Point-in-Time Count of all homeless in the jurisdiction, evaluating project outcomes, establishing and operating a coordinated assessment system, strategic planning, and an annual gaps analysis.

*Healthy Families. Strong Communities.*

The CoC application process sometimes involves re-allocating funds to other projects in the Continuum of Care to make better use of the available funding and to score higher on the application. If the CoC application scores well the Clackamas County CoC could also be awarded CoC Bonus Funding of up to \$102,000.

**RECOMMENDATION:**

We recommend the authorization of this CoC grants application and that Richard Swift, Director of Health, Housing and Human Services be authorized to sign all CoC applications and County CoC grant award documents necessary to accomplish this action on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**FY 2016-2017**

**Continuum of Care Grants**

	<b>Program</b>	<b>Budget</b>
1	Chez Ami	\$235,379
2	Clackamas County CoC HMIS	\$70,862
3	HOPE Leasing Program	\$212,089
4	New Rapid Re-Housing Project	\$135,268
5	Shelter+Care Program	\$356,280
6	Springwater	\$162,912
7	CWS Transitional Housing	\$61,215
8	CWS Permanent Supportive Housing Project	\$63,561
9	Avalon	\$38,481
10	HOPE II	\$53,805
11	HomeSafe	\$113,594
12	NHA RRH	\$117,354
13	Rent Well RRH	\$113,421
14	Housing our Heroes	\$270,357
15	Coordinated Housing Access	\$31,928
16	CoC Planning	\$61,095
	<b>Total for CoC Application</b>	<b>\$2,097,601</b>

**Potential CoC Bonus funding \$102,000**





M. BARBARA CARTMILL  
DIRECTOR

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

August 11, 2016

Board of Commissioners  
Clackamas County

Members of the Board:

**A Board Order Declaring a Portion of Monterey Avenue to be County Road Number 3443**

<b>Purpose/Outcomes</b>	Declares a portion of newly constructed Monterey Avenue to be a County Road, Co. Rd. No. 3443 and, be included in the county road system.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	Declaring this portion of Monterey Avenue to be a County Road will have no negative impact on the traveling public.
<b>Duration</b>	Upon execution; permanent acceptance.
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Doug Cutshall, Engineering Technician 503-742-4669

**BACKGROUND**

This portion of Monterey Avenue, located in the southeast quarter of section 32, Township 1 South, Range 2 East, Willamette Meridian, was recently constructed and is open to the traveling public. It has been determined that this portion of Monterey Avenue should be declared to be a County road and, be included as part of the county road system. Adoption of this Board Order will allow the Transportation Maintenance division to continue to maintain this important segment of road right-of-way. This action is pursuant to ORS 368.016.

County Counsel has reviewed and approved this acceptance.

**RECOMMENDATION**

Staff respectfully recommends that the Board adopt the attached Board Order declaring a portion of Monterey Avenue to be County Road Number 3443.

Sincerely,

Mike Bezner, PE  
Transportation Engineering Manager

For information on this issue or copies of attachments  
please contact Doug Cutshall at 503-742-4669.



**NANCY S. BUSH**  
DIRECTOR

**DEPARTMENT OF EMERGENCY MANAGEMENT**  
**COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER**  
2200 KAEN ROAD OREGON CITY, OR 97045

August 11, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of FY15 Urban Area Security Initiative (UASI)  
Subrecipient Grant Agreement with Clackamas River Water

<b>Purpose/Outcomes</b>	Approving the FY15 Subrecipient Grant Agreement between Clackamas County and Clackamas River Water (CRW) allows CRW to receive and/or benefit from UASI grant funds that pass through Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The UASI grant is a 100% federal share grant. Clackamas County acts as the pass-through for grant funds to sub-recipients, receiving full reimbursement for any expenses incurred. Upon approval of the Subrecipient Grant Agreement, CRW will be eligible to receive \$100,000 in grant funds: \$60,000 for a Communications Study/Gap Analysis and \$40,000 for two Variable Message System (VMS) Trailers.
<b>Funding Source</b>	The United States Department of Homeland Security, Federal Emergency Management Agency - no County General Funds are involved.
<b>Duration</b>	The FY15 UASI grant award period is effective from the date of signature by both parties through May 31, 2018.
<b>Previous Board Action</b>	The FY15 UASI Intergovernmental Agreement, which serves as the basis for this agreement, was approved by the Board of County Commissioners during the March 31, 2016 business meeting – agenda item 033116-D1.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Coordination and Integration of Planning and Preparedness</li> <li>2. Ensure Safe, Healthy and Secure Communities</li> </ol>
<b>Contact Person</b>	Nancy Bush, Director, 503-655-8665
<b>Contract No.</b>	Subrecipient grant agreement 16-030

**BACKGROUND:**

Clackamas County is a signatory to the FY15 UASI Intergovernmental Agreement with the City of Portland that requires the County to be the sponsoring, or pass-through, agency for other county agencies and special districts that receive funding or benefit from UASI grants. Approval of the FY15 UASI Subrecipient Grant Agreement with CRW will allow the district to receive \$100,000 in grant funds: \$60,000 for a Communications Study/Gap Analysis and \$40,000 for two Variable Message System (VMS) Trailers.

The agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve Subrecipient Grant Agreement #16-030 between Clackamas County and CRW.

Respectfully submitted,  
Nancy Bush, Director

<b>CLACKAMAS COUNTY, OREGON</b> <b>SUBRECIPIENT GRANT AGREEMENT 16-030</b>	
Project Name: <i>Communications Study/Gap Analysis and Variable Message System (VMS Trailer)</i> Project Number: <i>16-030</i>	
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its <u>Department of Emergency Management</u> (COUNTY) and <u>Clackamas River Water</u> , an Oregon Municipality. (SUBRECIPIENT).	
<b>Clackamas County Data</b>	
Grant Accountant: <i>Judy Anderson-Smith</i>	Program Manager: <i>Sarah Stegmuller Eckman</i>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5422 <a href="mailto:jsmith2@clackamas.us">jsmith2@clackamas.us</a>	Clackamas County – Disaster Management 2200 Kaen Road Oregon City, OR 97045 503-650-3381 <a href="mailto:sarahste@clackamas.us">sarahste@clackamas.us</a>
<b>Subrecipient Data</b>	
Finance/Fiscal Representative: <i>Carol Bryck</i>	Program Representative: <i>Donn Bunyard</i>
Clackamas River Water 16770 SE 82 <sup>nd</sup> Drive Clackamas, OR 97015 503-722-9224 <a href="mailto:cbryck@crwater.com">cbryck@crwater.com</a>	Clackamas River Water 16770 SE 82 <sup>nd</sup> Drive Clackamas, OR 97015 503-722-9243 <a href="mailto:dbunyard@crwater.com">dbunyard@crwater.com</a>
DUNS: 02-899-9878	

**URBAN AREA SECURITY INITIATIVE (UASI)**

THIS IS an Intergovernmental (Agreement) between Clackamas County, Oregon (COUNTY) and Clackamas River Water (SUBRECIPIENT) entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190, for the coordination of activities related to the use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, to assist in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

**Recitals**

WHEREAS, the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$3,000,000 in Fiscal Year 2015 to the State of Oregon ("State"), acting by and through the Oregon Military Department, Office of Emergency Management (OEM) for distribution of \$2,576,060 to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #15-170 to the City of Portland, Bureau of Emergency Management (PBEM) for Fiscal Year 2015 in the amount of \$2,579,060, a copy of which is attached to this Agreement and incorporated herein as Attachment 1 and Exhibits A, B, C and D; and

WHEREAS, UASI Grant #15-170 is intended to increase the capabilities of the PUA, which includes jurisdictions in Multnomah, Clackamas, Columbia and Washington counties in Oregon and Clark County in Washington, as well as the Port of Portland and TriMet, to build an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training and exercise events to be grant funded has been developed through the application process and coordination with the State; and

WHEREAS, PBEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, PBEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the City and all other PUA jurisdictions that receive direct benefit from UASI grant purchases are required to comply with all terms of the U.S. Department of Homeland Security, UASI Grant CFDA # 97.008, Grant #15-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the Regional Disaster Preparedness Organization (RDPO) is the designated organization in the PUA that serves in the capacity of Urban Area Work Group (UAWG) to coordinate program development and decision-making processes for allocating UASI sub-grants, as specified in the "Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO)", Attachment 2; and

WHEREAS, COUNTY is required to follow PBEM-developed procurement, delivery, reimbursement, and reporting procedures, to ensure compliance with all terms of the award, and is obligated to coordinate with and obtain similar assurances from SUBRECIPIENT.

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

#### AGREEMENT

- 1. Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective from the date both parties have signed and shall be terminated on **May 31, 2018**, unless sooner terminated or extended pursuant to the terms hereof.
- 2. Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the State awarded UASI Grant #15-170 (Federal award date: August 13,) that is the source of the grant funding, in addition to compliance with requirements of 2 *Code of Federal Regulations* (CFR), Part 200, 2 CFR Part 215, 2 CFR Part 225, CFR Part 230, CFR Part 200.21. A copy of that grant award has been provided to SUBRECIPIENT by the COUNTY, which is attached to and made a part of this Agreement by this reference.

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Homeland Security Grant Program (UASI) (CFDA 97.067)** issued to the COUNTY by the City of Portland, through its Bureau of Emergency Management. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$100,000 (\$60,000 for Communications Study/Gap Analysis and \$40,000 for Variable Message System (VMS) Trailers)**.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that \$100,000 in Federal Funds have been obligated to COUNTY on this award and further certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) That it has read the award conditions and certifications for UASI Grant #15-170; including Exhibits A, B, C and D and that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to PBEM, as grantee, under those grant documents.
  - b) To comply with all City of Portland and State financial management processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations and Office of Management and Budget Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
    - i. Administrative Requirements: 2 CFR 200 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
    - ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
    - iii. Audit Requirements: 2 CFR 200.21.
  - c) To comply with all City of Portland and State procurement requirements, including the competitive bid processes as outlined in Portland City Code (PCC) and Oregon Revised Statutes (ORS). A nonexclusive list of code and statutes commonly applicable to procurement include:

- i. PCC Chapter 5.33 (Goods and Services) and PCC Chapter 5.68 (Professional, Technical and Expert Service Contracts).
  - ii. ORS 279A (Public Contracting – General Provisions) and ORS 279B (Public Contracting – Public Procurements).
- d) That all equipment, supplies, and services procured by the Agency are as described in the approved grant budget documents.
- e) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the SUBRECIPIENT until disposition takes place. SUBRECIPIENT shall be responsible for inventory tracking, maintenance and storage while in possession of such equipment and supplies.
- f) SUBRECIPIENT agrees that regardless of who the Owner is, all equipment purchased with grant funds will be made available to all eligible regional partners per 44 CFR 13.32(c)(2). All reasonable requests must be met when sufficient notice is given and no reasonable conflict exists. Owners may not charge "rental" fees for equipment, but may seek reimbursement for normal expendables (not already covered by grant funds) such as fuel, vehicle damage, maintenance for wear and tear, etc., when appropriate.
- g) To comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, the City and the State. To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the City with a list of such equipment on an annual basis, using PBEM's Equipment Inventory Report and completing and returning the report to PBEM on or before June 30th. **The list should include, but is not limited to, status, asset number, funding source, date of purchase, equipment description, serial number, and location where the equipment is housed or stored. Additionally, all equipment must have a sticker affixed that visibly states: "Purchased with funds provided by the U.S Department of Homeland Security."** All requirements for the tracking and monitoring of fixed assets are set forth in 2 CFR 200 Subparts A-D and 2 CFR 200.21. 2 CFR 200.21 compliance supplement on transfer and disposition reporting can be found on the Whitehouse website: <http://www.whitehouse.gov/omb/circulars/>. SUBRECIPIENT shall maintain and store all equipment and supplies, provided or purchased, in the manner that will keep it safe, prolong its useful life and be maintained in good working condition at all times.
- h) Any request or invoice SUBRECIPIENT submits for reimbursement of costs will be consistent with the items identified in the approved grant budget documents.
- i) SUBRECIPIENT understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the State and/or the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.
- j) SUBRECIPIENT will not deviate from the items listed in the approved grant budget documents without first securing written approval from the COUNTY.
- k) In all publications created with funding under this grant, SUBRECIPIENT shall prominently include the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- l) All of SUBRECIPIENT's financial records, supporting documentation and all other records pertinent to this grant or agreements under this grant shall be retained by the SUBRECIPIENT

following termination, completion or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit, as established by Federal, State or City retention schedules (whichever is longer). Currently, the City of Portland's retention requirement for these documents is 10 years. A nonexclusive list of code and statutes commonly applicable to retention include:

- i. City of Portland Retention Schedules, Section 4808  
<http://www.portlandonline.com/auditor/index.cfm?c=27183&a=7949>
  - ii. OAR 166-200-0050(17)
  - iii. 2 CFR 200.333-337
- m) SUBRECIPIENT will obtain a copy of 2 CFR 200 Subparts A-D, and to apprise itself of all rules and regulations set forth.
- n) SUBRECIPIENT will not to supplant its local funds with federal funds but rather use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- o) SUBRECIPIENT will comply with National Incident Management System (NIMS) objectives identified as requirements by the State and certify that the Agency and any sub-recipients of the Agency are registered with the State as being NIMS compliant.
- p) SUBRECIPIENT will comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.
- q) SUBRECIPIENT agrees to timely comply with all reporting obligations required by the Grant's terms and the City.
- r) SUBRECIPIENT agrees to provide the COUNTY with Performance, Equipment Inventory, and Audit Reports when required by the COUNTY and in the form required by the COUNTY.
- i. Performance reports are due to PBEM on a quarterly basis: April 15th, July 15th, October 15th, and January 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
  - ii. Equipment Inventory Reports are due to the COUNTY on an annual basis, on June 30th of each year.
  - iii. Results of SUBRECIPIENT's 2 CFR 200.21 report are due to the COUNTY fifteen (15) days after the SUBRECIPIENT's receipt of the report, along with a corrective action plan (if applicable). Agencies expending \$750,000 or more in Federal awards during their fiscal year, are required to have Single Audit, as provided in 2 CFR 200 Subpart F. A copy of 2 CFR 200 Appendix XI Single Audit compliance requirements can be found at <http://www.whitehouse.gov/omb/circulars>.
- s) SUBRECIPIENT agrees to comply with all applicable laws, regulations, program guidance and guidelines of the Federal Government, the State of Oregon, and OEM in the performance of this Agreement, including but not limited to those listed in UASI Grant #15-170, Exhibit B, Federal Requirements and Certifications, Exhibit C, Subagreement Insurance Requirements and Exhibit D, Standard Operating Procedure Urban Areas Security Initiative (UASI) Program Management Under the Regional Disaster Preparedness Organization (RDPO).

- t) SUBRECIPIENT agrees to comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
- u) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- v) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- w) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- x) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- y) **Match.** Matching funds are not required for this Agreement.
- z) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit A: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- aa) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- bb) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit C for each period (quarterly, and final) during the term of this Agreement. SUBRECIPIENT may submit same report to COUNTY as is provided to PBEM.
- cc) **Specific Conditions.** SUBRECIPIENT agrees to allow PBEM to conduct the procurement on behalf of SUBRECIPIENT for all items specified in the Program Budget (Exhibit A).
- dd) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all performance and other reports as required by the terms and conditions of the Federal award and/or COUNTY no later than 15 calendar days after the end date of this agreement.
- ee) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.



- ff) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the *Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352.
- gg) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- hh) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- ii) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for State of Oregon Grant #15-170, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- jj) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original agreement and all associated amendments.

#### 10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.

- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- f) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

#### 11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted by PBEM.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

**12. General Agreement Provisions.**

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
  - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
  - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
  - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A-

or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

- 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
  - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
  - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
  - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
  - f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
  - g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
  - h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
  - i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

*(Signature Page Follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

NAME

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

By: Maami Anger  
NAME, TITLE

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

Dated: 7/14/16

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

Approved to Form

By: [Signature]  
County Counsel

Dated: 2 June 2016

- Exhibit A: SUBRECIPIENT Program Budget
- Exhibit B: Congressional Lobbying Certificate
- Exhibit C: Quarterly/Final Performance Reporting
- Exhibit D: Equipment Inventory Reporting Form

Exhibit A: SUBRECIPIENT Program Budget

Item #	Item	Original Budget	Contact Name	Contact email	Contact Phone Number
020	Communications Study/Gap Analysis	\$ 60,000	Donn Bunyard	dbunyard@crwater.com	(503) 722-9229
027	Regional Shared Equipment - Variable Message System (VMS) Trailer	\$ 40,000	Donn Bunyard	dbunyard@crwater.com	503-722-9229





### **Exhibit C: Quarterly/Final Performance Reporting**

SUBRECIPIENT will report quarterly to Portland Bureau of Emergency Management (PBEM) using the form located at the following link: <http://tinyurl.com/htmtxm6>.

Reports will be due on April 15, July 15, October 15, and January 15 until the project is complete (e.g. all funds have been spent and final invoice has been submitted).

SUBRECIPIENT will receive a reminder and a link to the reporting form directly from PBEM shortly before the due dates.

## EXHIBIT D: EQUIPMENT INVENTORY REPORTING FORM

### Instructions for completing PBEM Urban Areas Security Initiative Equipment Inventory Report General Instructions

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This is the standard form to be used by sub-grantee to provide detailed item information in connection with required reports of tangible property under the UASI grants. *Equipment means tangible non-expendable personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Note that this report is due, October 1<sup>st</sup> of each year.*

**Sub-Grantees** Enter the name of the entity that was party to the Sub-Grantee Award Agreement

**Grant #** Enter the unique UASI grant number assigned to the project

**Submitted by** Enter the name of the point of contact for the project or the person responsible for compiling the report

**No reportable Equipment was purchased with this grant** Select the checkbox if the statement applies. If selected, submit the report, not further action in needed

**Asset Tag#** Enter the unique asset tag number assigned to the individual unit. This number is sub-grantee created

**Asset Description** Provide a brief description of the item

**Condition Code** Enter the application condition code from the following list:

Code	Description
A.	Excellent. Property that is in new condition or unused condition and can be used immediately w/o modification or repairs
B.	Usable. Property which shows some wear, but can be used without significant repair
C.	Repairable. Property which is unusable in its current condition but can be economically repaired
X	Salvage. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical
S	Scrap. Property which has no value except for its basic material content

**Serial #** Enter the manufacturer's serial number, model number stock number, or other identification number

**Location of Asset** Enter the physical address where the asset is kept or used

**Acquisition Cost** Enter the purchase price of the asset

**Match Cost** Enter the sub-grantee cost share contribution, if applicable

**Date Acquired** Enter the date the item was acquired by the sub-grant







GARY SCHMIDT  
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS  
PUBLIC SERVICES BUILDING  
205 I KAEN ROAD OREGON CITY, OR 97045

August 11, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order in the Matter of the Service Area Expansion of the Cable Television Franchise with Comcast and Clear Creek Communications

<b>Purpose/Outcome</b>	Expand the Service Areas allowed under the Franchise Agreements with the cable companies operating within the former City of Damascus to ensure continued cable television service.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Effective August 11, 2016 through September 30, 2016 with Comcast, and through June 21, 2024 with Clear Creek Communications
<b>Previous Board Action/Review</b>	The franchise with Comcast was approved by the BCC in February 2010, and extended in March 2016 for six months. The franchise with Clear Creek Communications was approved by the BCC in June 2012.
<b>Strategic Plan Alignment</b>	Building public trust through good government.
<b>Contact Person</b>	Gary Schmidt, Public and Government Affairs, 503-742-5908
<b>Contract No.</b>	N/A

**BACKGROUND:**

Cable television is provided to the citizens of unincorporated Clackamas County in the former City of Damascus by Comcast of Oregon II, Inc. and Comcast of Illinois/Ohio/Oregon, LLC, Frontier Communications Northwest Inc., and Clear Creek Mutual Telephone Company, dba Clear Creek Communications. The Comcast companies operate under the same Franchise Agreement. The Franchise Agreements for these companies do not currently allow them to serve the citizens within the former City of Damascus.

Both Comcast and Clear Creek Communications consent to the proposed Board Order and are moving forward with incorporating the new service area. Frontier Communications Northwest Inc. is still reviewing this matter and is also anticipated to consent. The expansion of their service area will be presented in the near future as a separate Order.

With the disincorporation of the City of Damascus it is desirable to expand the Service Areas of the respective cable companies to allow them to serve these citizens. To allow this to occur the Franchise Agreements with each cable company must be amended.

This expansion of the Service Areas for the above cable Franchise Agreements has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the Service Area expansion of the respective franchises of Comcast of Oregon II, Inc. and Comcast of Illinois/Ohio/Oregon, LLC, and Clear Creek Communications through the remainder of the terms of their current Franchise Agreements.

Respectfully submitted,

Gary Schmidt, Director  
Public and Government Affairs

In the Matter of Approving an  
Expansion of the Cable Television  
Franchise service areas with  
Comcast of Oregon II, Inc.,  
Comcast of Illinois/Ohio/Oregon, LLC  
Clear Creek Mutual Telephone Company,  
dba Clear Creek Communications

ORDER NO.

This matter coming before the Clackamas County Board of Commissioners at its regularly scheduled public meeting on August 11, 2016 to consider approving an expansion of the cable television franchise with Comcast of Oregon II, Inc., Comcast of Illinois/Ohio/Oregon, LLC, and Clear Creek Mutual Telephone Company, dba Clear Creek Communications.

**WHEREAS**, Comcast of Oregon II, Inc. and Comcast of Illinois/Ohio/Oregon, LLC, and Clear Creek Mutual Telephone Company, dba Clear Creek Communications hold cable television franchises with Clackamas County. They desire to expand their respective service areas to provide service to areas within the borders of the former City of Damascus after disincorporation effective July 18, 2016 as shown on the attached maps (Attachments "A", and "B"); and

**WHEREAS**, Comcast of Oregon II, Inc., Comcast of Illinois/Ohio/Oregon, LLC, and Clear Creek Mutual Telephone Company, dba Clear Creek Communications are unable to provide cable services in unincorporated Clackamas County without a cable television franchise; and,

**WHEREAS**, it is in the public interest to expand the service area to provide cable services to unincorporated Clackamas County which had previously been served within the City of Damascus;

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT** the franchise service areas granted to Comcast of Oregon II, Inc., Comcast of Illinois/Ohio/Oregon, LLC, and Clear Creek Mutual Telephone Company, dba Clear Creek Communications respectively shall be expanded to include those areas as shown on Attachments "A", and "B", within the current borders of the City of Damascus, thus providing uninterrupted cable service to those residents of the City of Damascus after disincorporation effective July 18, 2016. All areas included in these service area expansions will be subject to the rules and regulation of the Franchise Agreements between Clackamas County and Comcast of Oregon II, Inc., Comcast of Illinois/Ohio/Oregon, LLC, and Clear Creek Mutual Telephone Company, dba Clear Creek Communications.

DATED THIS \_\_\_\_\_ DAY OF AUGUST, 2016.

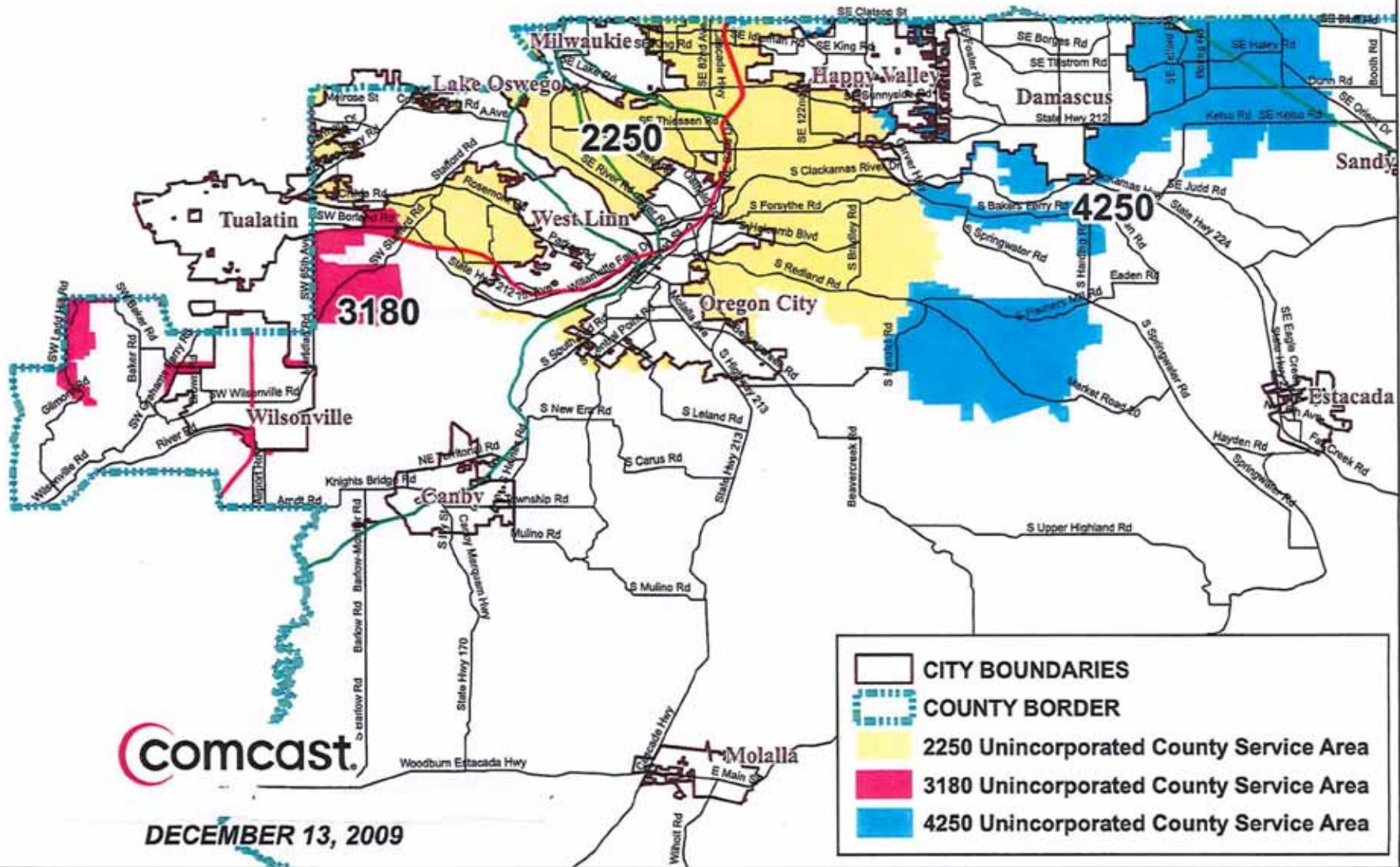
**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

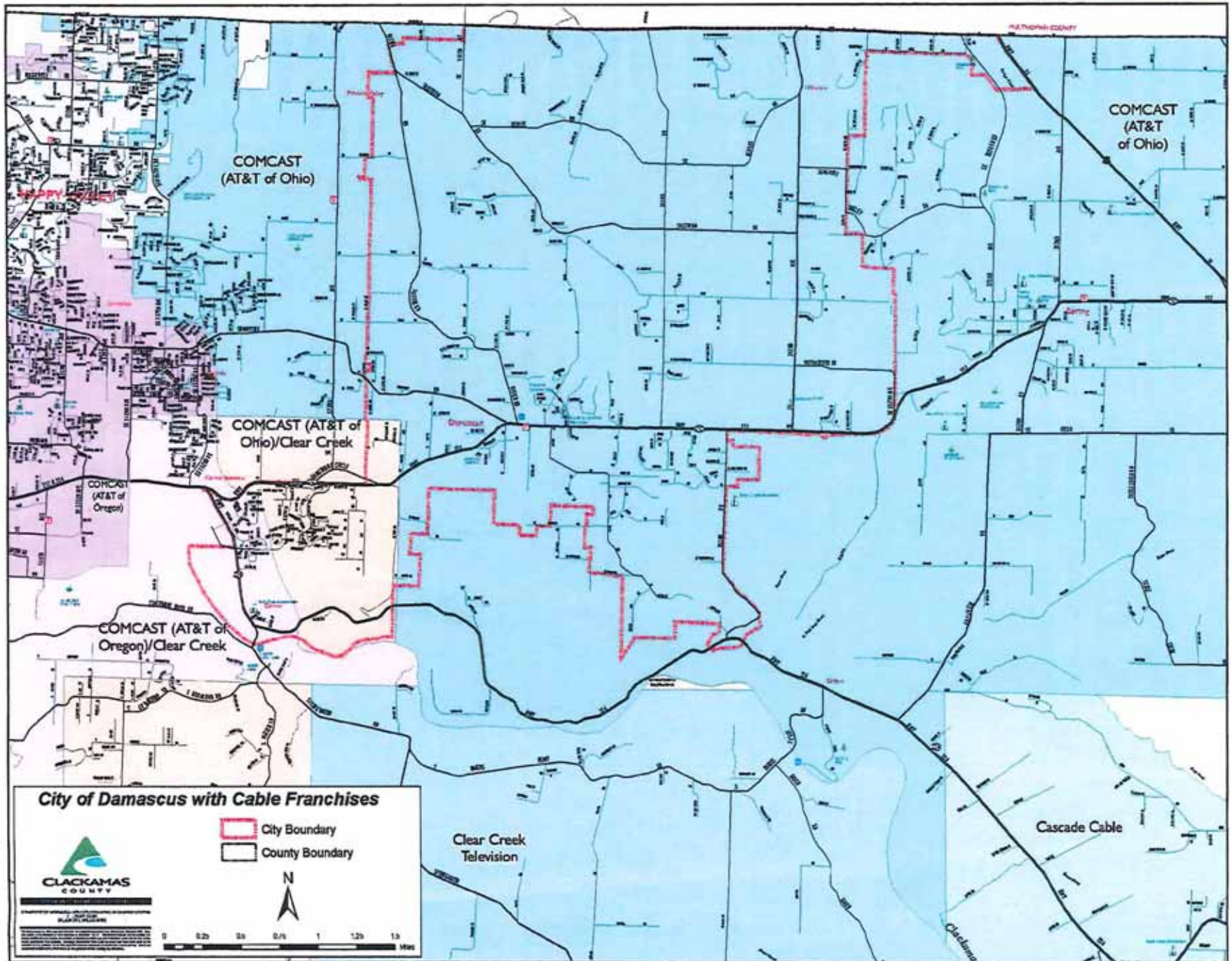
\_\_\_\_\_  
Chair

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



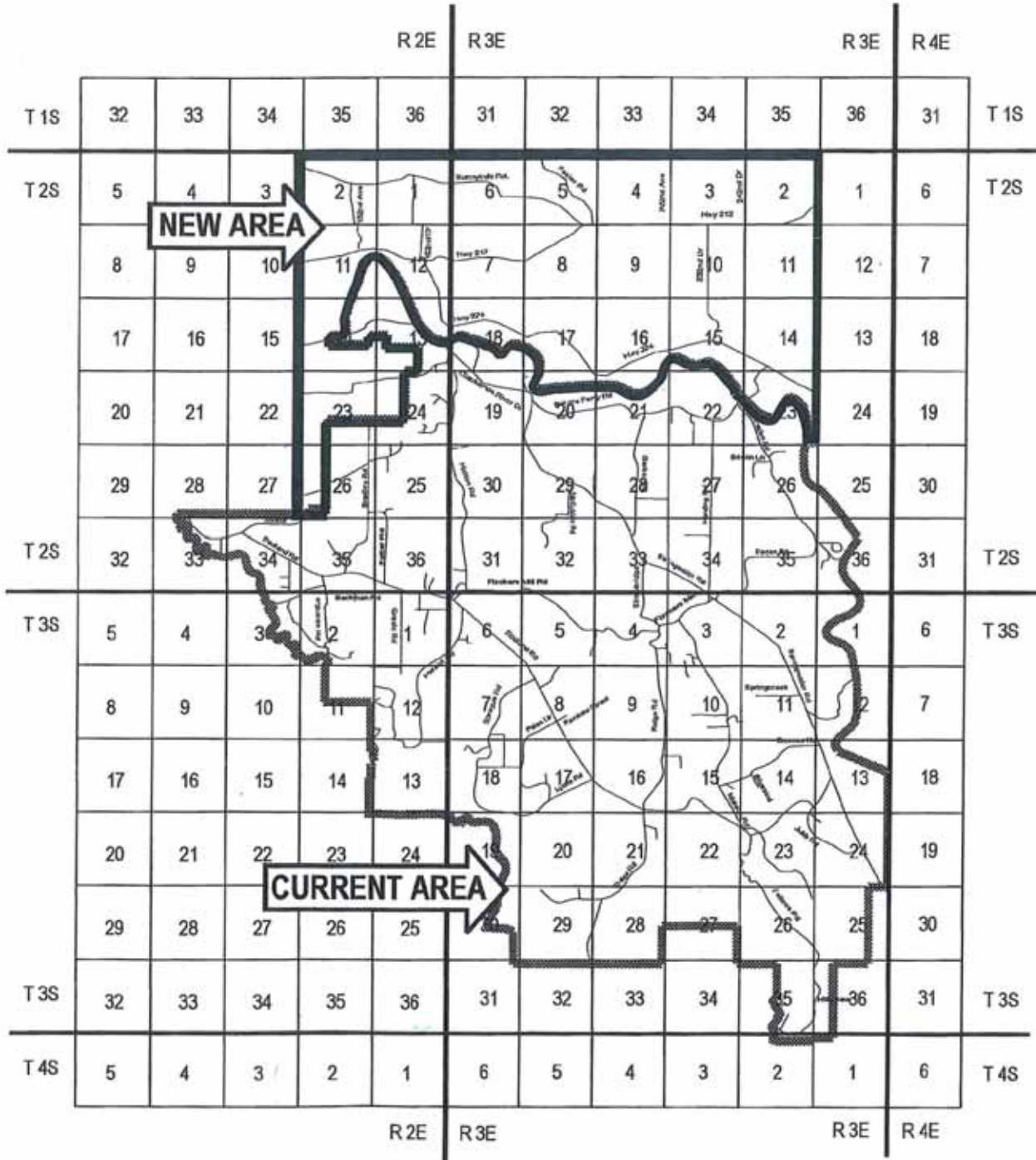
# CLACKAMAS COUNTY UNINCORPORATED SERVICE AREAS





Clear Creek TeleVision  
 A Division Of  
 Clear Creek Mutual Telephone Company

Proposed Franchise Boundary Change





Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Moore Iacofano Goltsman Inc. dba MIG to provide a City of  
Milwaukie North Milwaukie Industrial Area Plan**

<b>Purpose/Outcomes</b>	Develop a framework strategy for future redevelopment of the North Milwaukie Industrial Area to create jobs, GDP and AV for the City and County.
<b>Dollar Amount and Fiscal Impact</b>	\$249,930
<b>Funding Source</b>	CPDG Grant from Metro \$250,000
<b>Duration</b>	Contract execution through August 15, 2017
<b>Previous Board Action/Review</b>	The BCC entered into an IGA with the City of Milwaukie on 11/3/2015 The BCC entered into an IGA with Metro in March 2016
<b>Strategic Plan Alignment</b>	This aligns with Performance Clackamas Goals to Grow a Vibrant Economy
<b>Contact Person</b>	Catherine Grubowski-Johnson
<b>Contract No.</b>	N/A

**BACKGROUND:** The North Milwaukie Industrial Area Redevelopment Strategy project is to develop and implement creative redevelopment-based strategies to enhance economic opportunities; increase job creation and investment; build a stronger, more competitive region; and ensure a dynamic framework for quality growth and development.

Clackamas County and the City of Milwaukie partnered to apply for and received a Metro Community Development and Planning Grant in the amount of \$250,000. The County entered into an IGA with Metro and the City of Milwaukie naming the County as the grant manager.

A Request for Proposals was advertised on April 6, 2016. Six (6) responsive and responsible proposals were received at the time of closing on April 28, 2016: E.D. Hovee & Company, LLC, Angelo Planning Group, Mackenzie, Spinnaker Strategies, MIG, and DPZ Partners LLC.

An evaluation committee comprised of Clackamas County Business and Economic Development staff and the City of Milwaukie staff evaluated each response based on the criteria listed in the Request for Proposals. The evaluation was a two phase process: Phase One was an evaluation of the written response to the RFP, Phase Two was an interview with the evaluation committee. The four highest scoring proposers from Phase One, MIG, Mackenzie, DZP Partners LLC. and Angelo Planning Group, participated in Phase Two of the Evaluation. Based upon the criteria listed in the Request for Proposal, the proposal from MIG was the one best meeting the needs of the County for this project.

The total not to exceed amount of the contract is \$249,930

This contract has been reviewed as to form by County Counsel.

**RECOMMENDATION:** County staff respectfully recommends that the Board approve the contract with MIG to provide a City of Milwaukie North Milwaukie Industrial Area Plan.

Respectfully submitted,

Gary Barth, Director  
Business and Community Services

Placed on the Agenda of Aug. 11, 2016 by the Procurement Division



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

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

August 11, 2016

MEMORANDUM TO THE BOARD OF COUNTY  
COMMISSIONERS

Please place on the Board Agenda of August 11, 2016 approval of a contract with Moore Iacofano Goltsman Inc. to provide a City of Milwaukie North Milwaukie Industrial Area Plan. This contract was requested by Gary Barth, Director, Business and Community Services.

A Request for Proposals was advertised on April 6, 2016. Six (6) responsive and responsible proposals were received at the time of closing on April 28, 2016: E.D. Hovee & Company LLC, Angelo Planning, Mackenzie, Spinnaker Strategies, Moore Iacofano Goltsman Inc., DPZPartners, LLC.

An evaluation committee reviewed each proposal response based upon the criteria detailed in the Request for Proposals. After a Phase Two process (oral interviews), was held, the proposal from Moore Iacofano Goltsman Inc. was the one best meeting the County's needs for this project.

The total not to exceed amount of the contract is \$249,930.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff respectfully requests approval of this contract with Moore Iacof Goltsman Inc. to provide a City of Milwaukie North Milwaukie Industrial Area Plan.

Respectfully submitted,

Tom Averett, CPPB  
Buyer

**PERSONAL SERVICES CONTRACT TO PROVIDE A  
CITY OF MILWAUKIE  
NORTH MILWAUKIE INDUSTRIAL AREA (NMIA) PLAN**

This contract is entered into by and between Clackamas County, hereinafter referred to as the COUNTY, and **Moore Iacofano Goltsman Inc. (MIG)**, hereinafter called the CONTRACTOR, to provide the services described in Section II below. The following provisions shall comprise this contract:

**I. COMPENSATION:**

**A.** The COUNTY agrees to compensate the CONTRACTOR on a fee-for-service basis at the rates outlined in the Proposal Response. This agreement covers the period **from Contract Execution through August 15, 2017**. Note that deliverables identified in Exhibit A are due 5 days before the date stated in the Exhibit. Total maximum contract compensation not to exceed **\$249,930**. Invoices presented in connection with this Agreement are due and payable upon presentation. All charges will be billed monthly where appropriate.

**B.** The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

- 1.** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.
- 2.** This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).
- 3.** The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference.

All subject employers working under this contract are either employers that comply with ORS656.017 or employers that are exempt under ORS 656.126.

**C.** The CONTRACTOR certifies that, at present, he is not a program, County or Federal employee.

**D.** The CONTRACTOR certifies that he is not a member of the Public Employees Retirement System.

**II. SERVICES TO BE PROVIDED:**

The contractor shall do, perform, and carry out in a satisfactory manner, the work as described in the Request for Proposals issued **April 6, 2016**, Exhibit A dated **4/21/16**, Addendum # 1 issued **April 26, 2016** the Proposal Response received at the time of closing on **April 28 2016**, the **City Of Milwaukie North Milwaukie Industrial Area (NMIA) Plan** for the rates established therein. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

### **III. CONSTRAINTS**

The CONTRACTOR agrees:

**A.** If the services to be provided pursuant to Section I Scope are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

**B.** Pursuant to the requirements of state law, the following terms and conditions are made a part of this Contract:

**1.** CONTRACTOR shall:

**a.** Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.

**b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.

**c.** Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.

**2.** If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this Contract.

**3.** The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference.

All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

**4.** The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

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

**6.** The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work as described under this Contract. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this



section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to COUNTY'S setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**7. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** CONTRACTOR shall be solely responsible for all damage to property, death, illness, bodily injury, loss, expense (including reasonable attorney's fees and costs), arising or resulting from or in any way related to (a) CONTRACTOR'S breach of its obligations under this Contract or (b) any act or omission of CONTRACTOR, or any of its subcontractors, members, managers, directors, officers, trustees, agents, contractors, or employees. CONTRACTOR shall save, defend, indemnify, and hold harmless DISTRICTS and its board members, directors, officers, agents, contractors, employees, and members (collectively, the "Indemnified Parties") from and against any and all Damage (defined below) or Proceeding (defined below), arising or resulting from or in any way related to a Claim (defined below). The term "Damage" means any and all damage to property, death, illness, bodily injury, demands, losses, damages, liabilities, or expenses, including, without limitations, attorney's fees and costs, however incurred, including at trial, mediation, arbitration, in any bankruptcy proceeding, on appeal, and any petition for review. The term "Proceeding" means any and all third-party claims, suits, actions, and proceedings, of any kind or nature, including, without limitation, any lawsuit, mediation, arbitration, bankruptcy proceeding, appeal, or any petition for review. The term "Claim" means (a) CONTRACTOR'S breach of its obligations under this Contract, (b) any act or omission of CONTRACTOR, its subcontractors, members, managers, directors, officers, trustees, agents, contractors, or employees, or (c) any material breach of a representation or warranty of CONTRACTOR contained in this Contract or related to this Contract or the work to be provided or actually provided by CONTRACTOR under this Contract. CONTRACTOR'S obligations under this Paragraph shall survive the expiration or termination of this Contract for any reason.

In the event any Proceeding is brought against any of the Indemnified Parties by reason of any Claim, upon the request of DISTRICTS, CONTRACTOR shall resist or defend such Proceeding with counsel satisfactory to DISTRICTS, and DISTRICTS agrees to thereafter reasonably assist, at CONTRACTOR'S expense, in such defense. Thereafter, CONTRACTOR shall have control of the defense and settlement thereof, but neither CONTRACTOR nor any attorney engaged by CONTRACTOR shall defend the Proceeding in the name of DISTRICTS, settle any portion of the Proceeding, nor purport to act as legal representative of DISTRICTS, without the prior written consent of DISTRICTS. At any time DISTRICTS may,

at CONTRACTOR'S expense, provide its own defense or assume its own defense from CONTRACTOR if DISTRICTS reasonably determines that (a) CONTRACTOR is prohibited from defending DISTRICTS, (b) CONTRACTOR is not adequately defending DISTRICTS's interests, or (c) an important governmental principle is at issue. If CONTRACTOR has assumed and is diligently proceeding with DISTRICTS's defense, DISTRICTS may settle any Claim (a) at CONTRACTOR'S cost, only if CONTRACTOR consents to or approves such settlement, or (b) at DISTRICTS's cost, without CONTRACTOR'S consent or approval. CONTRACTOR'S obligations under this Paragraph shall survive the expiration or termination of this Contract for any reason.

8. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to any or all of:
  - a. Reducing or withholding payment;
  - b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
  - c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.
  
9. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:
  - a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - b. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
  - c. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
  - d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**IV. INSURANCE REQUIREMENTS**

**A. Commercial General Liability**

Required by COUNTY       Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000

general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

**B. Automobile Liability**

Required by COUNTY       Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

**C. Professional Liability**

Required by COUNTY       Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. COUNTY, at its option, may require a complete copy of the above policy.

**D.** If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**E.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided the coverage's retroactive date is on or before the effective date of this Contract.

**F.** The insurance, other than the professional liability and workers compensation insurance, shall include the COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

**G.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County in writing.

**V. SUBCONTRACTS:**

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining any subcontract.

Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the CONTRACTOR under this Contract, unless this requirement is expressly modified or waived by the COUNTY in writing.

**VI. TERMINATION-AMENDMENT:**

**A.** This Contract may be terminated by either party upon at least ten (10) days written notice to the other.

**B.** This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.

**C.** This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

MOORE IACOFANO GOLTSMAN INC.  
dba MIG  
815 SW Avenue, Suite 200  
Portland, OR 97204

CLACKAMAS COUNTY BOARD OF  
COUNTY COMMISSIONERS by:

\_\_\_\_\_  
Entity Type/State of Formation\*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title Printed

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone / Fax Number

Approved as to form

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
City of Milwaukie Business License #

\* Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.



August 11, 2016

Board of County Commissioners  
 Clackamas County

Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval to Submit an Application for a Revenue Grant Contract Agreement with Metro  
for Land Acquisition for North Clackamas Park

<b>Purpose/Outcomes</b>	Provides capital investment funding to purchase property benefits of enhanced recreational opportunities to meet goals of the North Clackamas Park North Side Master Plan.
<b>Dollar Amount and Fiscal Impact</b>	Grant contract's maximum value is \$350,000.
<b>Funding Source</b>	In addition to grant funding, we will use North Clackamas Parks and Recreation District FY 16-17 CIP funds approved through budget process. No County General Funds are involved.
<b>Duration</b>	If awarded funds are available for two years.
<b>Previous Board Action</b>	BCC approved NCPRD to submit a separate grant application to State Parks for this same project February 25, 2016.
<b>Strategic Plan Alignment</b>	1. Honor, utilize, promote and invest in our natural resources. 2. Build public trust through good government.
<b>Contact Person</b>	Scott Archer, NCPRD Director 503-742-4421 Tonia Burns, NCPRD Natural Resources 503-742-4357
<b>Contract No.</b>	N/A

**BACKGROUND:**

The North Clackamas Park (NCP) North Side Master Plan was approved as an ancillary document to the City of Milwaukie's Comprehensive Plan in 2012. A public process informed this planning process and the final master plan elements such as trails, picnic shelters and an off-leash dog area. Portions of the concept plan were completed in 2012 in partnership with Water Environment Services including stream restoration, creek bridge and overlooks and a small trail. The North Side of NCP is located within a floodplain; therefore, the long term sustainable option is to relocate some of the current elements and proposed concept plan elements out of the floodplain to reduce capital repair and replacement along with maintenance costs. NCPRD has identified an opportunity to acquire property adjacent to the park that has some higher elevation lands where NCPRD can relocate the off leash dog area out of the floodplain. NCP North Side improvements are identified as a priority in the 2007 NCPRD System Development Charges (SDC) Capital Improvements Plan and this project was approved in the FY 16-17 NCPRD budget.

NCPRD is seeking approximately \$350,000 in Metro Nature in Neighborhood grant funding to acquire property adjacent to North Clackamas Park. Matching funds are budgeted in the proposed NCPRD FY 16-17 Capital Projects Fund and will be provided through additional grants and other NCPRD funds. NCPRD has dedicated adequate funding for ongoing operations and maintenance of the new land. The NCPRD District Advisory Board recommended approval for staff to apply for grants for this project in their February 10, 2016 meeting.

**RECOMMENDATION:**

Staff recommends that the Board of Commissioners, acting as the Governing Body of the North Clackamas Parks and Recreation District, approve this request authorizing staff to proceed with the Metro Nature in Neighborhoods Capital Grant application.

Respectfully submitted,

Scott Archer  
NCPRD Director

# Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**\*\* CONCEPTION \*\***

## Section I: Funding Opportunity Information - To be completed by Requester (REQUIRED)

Lead Department: NCPRD Grant Renewal?  Yes  No

Name of Funding Opportunity: Metro Nature In Neighborhoods CIP  
Funding Source:  Federal  State  Local: WES  
Requestor Information (Name of staff person initiating form): Tonia Burns  
Requestor Contact Information: 503-742-4367 tburns@clackamas.us  
Department Fiscal Representative: Laura Zentner Lzentner@clackamas.us  
Program Name or Number (please specify): NCPRD - Natural Resources (07716)  
Brief Description of Project:

North Clackamas Parks and Recreation District (NCPRD) along with many partners of this project are requesting \$350,000 from Metro's Nature in Neighborhoods Capital Grant Program to acquire approximately 12 acres of land adjacent to North Clackamas Park as part of the North Clackamas Park North Side Plan. The North Clackamas Park -Turning Point Church Land Acquisition Project is an exciting project for the park stakeholders, neighbors and park users. The North Clackamas Park (NCP) North Side Master Plan (2012) outlined a phased approach to develop and manage the built and natural area portions of the north side of the park.

Name of Funding (Granting) Agency: Metro Parks and Greenspaces

Agency's Web Address for Grant Guidelines and Contact Information:

<http://www.oregonmetro.gov/tools-partners/grants-and-resources/nature-neighborhoods-grants/nature-neighborhoods-capital-grants>

**OR**

Application Packet Attached:  Yes  No

Completed By:  Date

**\*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\***

## Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep (REQUIRED)

Competitive Grant  Non-Competing Grant/Renewal  Other Notification Date: 08/03/2016  
4/5/2016

Announcement Date: \_\_\_\_\_ Announcement/Opportunity #: \_\_\_\_\_

Grant Category/Title: Local Max Award Value: \$ 350,000.00

2:1 For every 1 dollar they grant we need

Allows Indirect/Rate: \_\_\_\_\_ Match Requirement: to match 2 dollars

Application Deadline: 8/11/2016 Other Deadlines: Letter of Interest April 18, 2016

Grant Start Date: After contract is finalized Other Deadline Description:

Based on Letter of interest, we were asked to submit a full application

Grant End Date: Two years

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

Pre-Application Meeting Schedule: Letter of Interest Due April 18, 2016. If NCPRD is invited, the Application is Due Aug 11, 2016



**Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Sta**

**Mission/Purpose:**

1. How does the grant support the Department's Mission/Purpose/Goals?

This grant supports NCPRD to provide natural area and recreational access opportunities to residents of the district and educational opportunities for volunteers to help with stewardship.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

This funding will help both the natural area program and developed parks program by providing funding to acquire land to develop an off leash dog area, picnic area, trails, educational signage and natural area.

3. What, if any, are the community partners who might be better suited to perform this work?

NCPRD is partnering with several groups on this project. As a larger partnership we will be able to accomplish the goals listed in NCPRD's CIP plan, North Clackamas Park North Side plans, WES's watershed action plans, the Watershed councils strategic plan, etc.

4. What are the objectives of this grant? How will we meet these objectives?

The grants objectives are to acquire property directly adjacent to North Clackamas Park, a portion of which is higher in elevation, so that we can relocate some of the North Clackamas Park North Side plan elements out of the floodplain.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

This funding requested focuses on capital improvement not program.

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?

If no, can staff be hired within the grant timeframe?

BCS and NCPRD have adequate and qualified staff and to manage this project and grant process.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Partnership is strongly encouraged. NCPRD is partnering with several groups on this project. NCPRD is the lead. Other partners include; North Clackamas Urban Watershed Council, Water Environment Services, Oregon Department of Fish and Wildlife, and neighbors. Partners support the goals of this project because their own goals are intertwined with the goals of NCPRD, creating an efficient and effective partnership not duplicating efforts.

3. If this is a pilot project, what is the plan for sunsetting the program or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

NCPRD, NCUWC and WES and ODFW have partnered on many projects including partnering on grant projects where each partner has different roles. These partnerships work really well creating efficient and effective accomplishment of multiple goals.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted?

If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

This is not a new program.

**Collaboration**

1. List County departments that will collaborate on this award, if any.

BICS will be awarded and WES will benefit as this project strives to improve water quality as a long term objective.

**Reporting Requirements**

1. What are the program reporting requirements for this grant?

NCPRD will produce a report following the grant guidelines. NCPRD has produced these grant reports for other NCPRD projects which have been awarded this same Metro grant funding in past years and currently for the Spring Park Natural Area project. NCPRD has an efficient way to collect this data and fill out the reports.

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

We plan to evaluate performance and will use existing data sources.

3. What are the fiscal reporting requirements for this grant?

NCPRD needs to keep all invoices associated and track staff time associated to projects, this will all be included in a reimbursement invoice that NCPRD provides to Metro quarterly.

**Fiscal**

1. Will we realize more benefit than this grant will cost to administer?

The benefit of this grant far exceeds the cost to administer.

2. What other revenue sources are required? Have they already been secured?

NCPRD has proposed CIP matching funds in the amount of 500,000, and has recently submitted a State Parks grant for and additional 250,000. NCPRD needs to negotiate a final price with the willing seller to complete the purchase

3. Is there a match requirement? If yes, how much and what type of funding (CGF, In-kind, Local Grant, etc.)?

Yes, a 2:1; NCPRD:Metro; In-kind, local grant

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

This grant sets up a two year contract for a one time land acquisition. One of the goals is to move the off leash dog area that is currently in disrepair and in the floodplain at North Clackamas Park to higher elevation, with the long term goal of reducing the long term maintenance of the off leash dog area and improving water quality.

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

NCPRD will not be submitting reimbursement for indirect costs as those will be used as part of the match.

Program Approval:

Name (Typed/Printed)	Date	Signature
<b>** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **</b>		

Scott Archer, NCPRD Director  
08/03/2016

**Section IV: Approvals**

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Name (Typed/Printed)	Date	Signature

**IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT, BY EMAIL OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.**

**Section V: Board of County Commissioners/County Administration (required for all grant applications)**

***For applications less than \$150,000:***

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

***For applications greater than \$150,000 or which otherwise require BCC approval:***

BCC Agenda item #:  Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.

# Nature in Neighborhoods Capital Grants Cover Sheet

## Organization, project and contact information

Please complete the information below using no more than two pages

**Check one:**  
 Letter of Interest  
 Full Application

<b>Project Name</b>	North Clackamas Park- Turning Point Church Land Acquisition
Project's location/site address or other location information	13333 SE RUSK RD, MILWAUKIE, OR 97222
<b>Applicant Organization</b>	North Clackamas Parks and Recreation District
Is organization a 501(c)(3)? If yes, what is the EIN?	No
Is organization the government agency that will own the project?	Yes
<b>Contact Person</b>	Tonia Burns
Address	150 Beaver creek Rd
Phone	503-742-4357
Email	tburns@clackamas.us
<b>Public Agency</b> (if different from applicant organization)	
<b>Contact Person</b>	
Address	
Phone	
Email	
<b>Project Summary</b>	North Clackamas Park North Side Phase II will focus on additional and appropriate adjacent land acquisition for the development of additional elements of the NCP North Side Plan. The land acquisition is the focus of this grant request, however, phase II identifies five priorities: 1) trails, 2) relocation of the off leash dog area, 3) picnic area, 4) natural area enhancements, and 5) interpretive signage. The overarching goal of the project is to promote access and recreation along with the sustainable, cost effective management of the park's natural areas for habitat, interpretive and recreational values.
<b>Category</b> Under which program category does your project best fit? (Select one only).	<input type="checkbox"/> ReNature – increases and/or recovers ecological functions and processes in order to protect water quality and enhance habitat <input checked="" type="checkbox"/> ReGreen – increases the appearance of and access to nature in order to enrich community vitality and help strengthen the physical connection to the region's ecology
<b>Funding</b>	Amount requested: \$ 350,000 Match funds: \$ 1,055,000.00 In-kind match: \$ 15,000.00 Total program budget: \$ 1,420,000.00



**NORTH CLACKAMAS**  
**PARKS & RECREATION DISTRICT**  

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**Administration**

150 Beaver Creek Rd.  
Oregon City, OR 97045  
503.742.4348 phone 503.742.4349 fax  
ncprd.com

Date: 8-1-16

Mary Rose Navarro  
Nature in Neighborhoods Capital Grants Program  
METRO  
600 NE Grand Avenue  
Portland, OR 97323

Dear Mary Rose Navarro and the Nature in Neighborhoods Capital Grants Review Committee:

Enclosed for your consideration is NCPRD's application for the North Clackamas Park – Turing Point Church Land Acquisition Project. The North Clackamas Park – Turing Point Church Land Acquisition Project is an exciting project for the park stakeholders, neighbors and park users. The North Clackamas Park (NCP) North Side Master Plan (2012) outlined a phased approach to develop and manage the built and natural area portions of the north side of North Clackamas Park. Phase I of the NCP North Side Master Plan was completed in 2012 in partnership with Water Environment Services, with Metro NIN support, and included designing and building a short trail, overlooks, replacing a crushed culvert for an ADA bridge and natural area enhancements such as stream restoration. Phase II proposes to focus on adjacent land acquisition for the appropriate development of additional elements of the NCP North Side. Phase II identifies five priority elements including: 1) trails, 2) relocation of the off leash dog area, 3) picnic area, 4) natural area enhancements, and 5) interpretive signage. The overarching goal of the project is to promote access and recreation along with the sustainable, cost effective management of the park's natural areas for habitat, interpretive and recreational values. The details of this project have been reviewed and approved by appropriate governing bodies and the community alike. North Clackamas Parks and Recreation District (NCPRD) has received endorsements from the Oregon Department of Fish and Wildlife (ODFW), NCPRD District Advisory Board (DAB), Water Environment Services, and the North Clackamas Urban Watershed Council (NCUWC).

North Clackamas Parks and Recreation District: Approval and Site Management

The North Clackamas Park project was identified as priority in the NCPRD CIP Plan (2007) and recently received approval from the NCPRD DAB to move forward with this project as a priority for 2016-2017. This project was proposed in the FY15-16 Capital Budget that was reviewed and approved by the NCPRD-DAB, NCPRD Director and is in process for review and approval by the Board of County Commissioners (NCPRD Board of Directors). NCPRD will be the lead for the Phase II NCP North Side Project. This project builds on the NCP North Side Master Plan by purchasing approximately 12 acres of adjacent land to relocate elements of the NCP North Side Plan that are currently located in sensitive habitat (e.g. off leash dog area). Long term management of the site will continue to be the responsibility of NCPRD.

Turing Point Church: Willing Seller

The Turning Point Church (TPC) has submitted a letter explaining their position as a willing seller. The TPC approached NCPRD to ask if we were interested in purchasing the property. The property is also currently being advertised under a commercial real estate company Kidder Matthews. The TPC has been active with restoration of their properties natural area since 2010 with the Lower Mt. Scott Creek Education and Enhancement Project.

The TPC were active in both partnering to help with work and recruiting volunteers to help perform the work on their land. The TPC has more recently partnered with the NCUWC to receive a grant from OWEB to continue restoration efforts on their land. Oregon Department of Fish and Wildlife (ODFW) ODFW and WES characterized this particular reach as a priority for instream restoration based on the ODFW Willamette Salmon Recovery Plan and the Lower Columbia Recovery Plan and the WES watershed action plan for Kellogg-Mount Scott Creek Watershed. This area is also occupied by Oregon white oak habitat and wetland habitat including camas wet meadows. These habitats have been listed in the regional conservation strategy as priority habitats for restoration and conservation.

Thank you for your consideration of our request. I will follow up with you in the next week to answer any questions you might have, as well as to learn whether there is a possibility of meeting with you to discuss the elements of our application.

Sincerely,

Tonia Burns

Natural Resources Coordinator  
North Clackamas Parks and Recreation District  
150 Beavercreek Road | Oregon City, OR 97045  
Office- (503)742-4357; Cell- (503)593-3673

# North Clackamas Park Turning Point Church Land Acquisition Project

## Project Narrative

### A. Project Description

North Clackamas Parks and Recreation District (NCPRD) along with many partners are requesting \$350,000 from Metro’s Nature in Neighborhoods Capital Grant Program to acquire land adjacent to North Clackamas Park as part of the North Clackamas Park North Side Plan. The North Clackamas Park –Turning Point Church Land Acquisition Project is an exciting project for the park stakeholders, neighbors and park users. The North Clackamas Park (NCP) North Side Master Plan (2012) outlined a phased approach to develop and manage the built and natural area portions of the north side of the park. Phase I of the NCP North Side Plan was completed in 2013 in

partnership with Water Environment Services along with many other groups and agencies. The second phase proposes five elements which will be relocated out of sensitive habitat onto the newly acquired adjacent land. The grant request is for funding to purchase approximately 12 acres of land so that subsequent development of priority elements can be accomplished: 1) trails, 2) off leash dog area, 3) picnic area, 4) natural area enhancements, and 5) interpretive signage.



The goals and elements of the NCP North Side Plan were determined as part of an involved public process including public meetings, stakeholder meetings, neighborhood meetings etc. Subsequent meetings and communications have helped lead NCPRD to the decision to focus on acquiring the adjacent land to relocate proposed priority elements out of sensitive habitat areas. Sensitive habitats within this area include floodplain, riparian, wetland, Oregon white oak, Camas wet meadows and the headwaters of Camas Creek. Mount Scott Creek, a major tributary of the Kellogg Creek watershed, flows through the Turning Point Church property and North Clackamas Park.

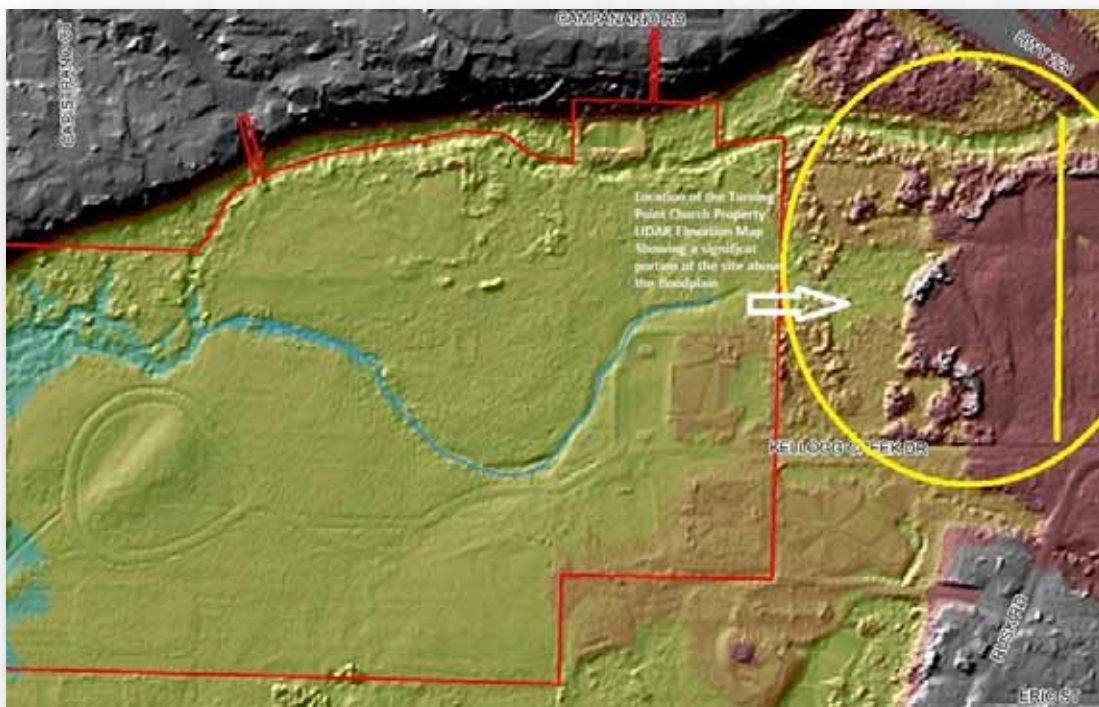
The project will continue investment to conserve sensitive habitat along a riparian corridor in a highly dense urban area with 33% impervious surfaces. The subsequent goal of this project aspires to invest in needed recreational access for this highly urbanize area of Milwaukie and Clackamas County. NCPRD is excited to take ownership of this additional 12 acres as part of North Clackamas Park and implement priority elements of the NCP North Side Plan as outlines in the NCP North Side Master Plan. NCPRD is also excited to continue to work with the Turning Point Church and partners on stewardship and educational opportunities to enhance the natural area habitat and connect residents to nature.

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## Background

North Clackamas Park (NCP) and the Turning Point Church (TPC) land resides in the floodplain of Mount Scott Creek close to its confluence with the Kellogg Creek mainstem. This land acquisition will protect wetland, floodplain, riparian and Oregon white oak/camas meadow habitat and provide land to develop recreational elements. Mount Scott Creek flows through this property and is habitat to ESA listed fish species including populations of Coho, Steelhead and Chinook. This area is located on ancient river bottom that was once territory inhabited by Native Americans of the Chinookan Clackamas group. Both early pioneers (McLaughlins and Rusks) and Native Americans cherished this land for its fertile farming and collection of food products like camas. Portions of NCP were donated as a county Park in 1960. Additional taxlots have been acquired by NCPRD as recently as 2006.

In 2010 and 2011, Oregon Department of Fish and Wildlife (ODFW) completed fish recovery plans for both the lower Columbia and Willamette River ESA listed species. The main purpose of these plans is to guide the implementation of actions needed to conserve and recover salmon and steelhead within these regions. The plans help guide natural resources managers in prioritizing projects, activities and future investments. A summary of the factors limiting health and key stressors in these areas was produced. Many recommended actions resulted from the plans. Specific recommended actions include; 1) establish or improve access to off-channel habitats; 2) protect intact riparian areas, floodplains, and high-quality off-channel habitats; and 3)



restore areas that are degraded.

ODFW characterized this particular area of Mount Scott Creek as a priority for both fish and wildlife. To enhance the habitat for ESA listed fish species the recommended actions include elements like floodplain/riparian enhancement. To enhance the habitat for non-listed species of wildlife the recommended actions also include enhancement of the Oregon white oak habitat, wetlands and floodplain/upland habitat.



This stretch of Mount Scott Creek is prioritized as High Level Management in Water Environment Services Watershed Action Plan which includes in-stream restoration and riparian corridor improvements. NCPRD and WES along with other partners and with support from Metro NIN CIP, implemented the Phase I NCP North Side project- Mount Scott Creek Restoration Project. Many conservation projects along Mount Scott Creek connect this amazing urban riparian and wildlife corridor. Major sites along this corridor include Scouters Mountain at the headwaters, Happy Valley Park and Wetland Park, Scott Creek Trail, Mount Talbert, Oak Bluff, 3-Creeks Natural Area and then North Clackamas Park. Other sites exist downstream including Kronberg Park Natural Area and it's confluence with the Willamette River at Riverfront Park.

### ***North Clackamas Park and Turning Point Church Property***

North Clackamas Park is a 40-acre park located within the City of Milwaukie and co-owned by the City and NCPRD. The park is located along Mount Scott Creek just east of downtown Milwaukie and west of the Clackamas Town Center within the Lake Road Neighborhood District. Mount Scott Creek flows through both the North Clackamas Park and the Turning Point Church properties on the northern side of the sites. The north side of NCP is predominantly composed of passive recreational elements and natural area. Most of the Turning Point Church Property is undeveloped, natural area with riparian, floodplain and wetland habitats dominating.

North Clackamas Park is a community park with a senior community center, baseball fields, rose garden, picnic area, playground and natural area habitat with many recreational opportunities. A primary request heard from public input during the NCP North Side Planning was to create a north side passive recreation area that is more naturally focused. The NCP North Side concept was approved by the public in 2008 and adopted as the NCP North Side Master Plan into the City of Milwaukie comprehensive plan in 2012. Phase I of the NCP North Side Plan was completed in 2013 in partnership with many groups, neighbors and agencies and included a new ADA bridge, removal of a crushed culvert over camas creek, creek overlooks, a short trail and habitat restoration and stream bank stabilization.

The North Side Plan recommends additional elements to be developed as part of a phased approach. A) Off leash dog area - The current temporary off leash dog area is located on the north side of the park in the floodplain. NCPRD would like to relocate the off leash dog area from the floodplain for multiple reasons which will be detailed below. B) Picnic Area – The current picninc shelter is very large and is located in the floodplain. The North Side Plan recommends development of other smaller picnic shelters to serve smaller groups, and multiple groups at once. C) Trails - Currently no developed and maintained trails exist on the North Side of NCP. The recommendation for more trails is a high priority for future development of the NCP North Side Plan. D) Natural Area restoration and education - The North Side plan recommends increaseing the size of the riparian area, which neccessitates moving the off leash dog area and restoation of that buffer area. Restoration work has been started, e.g. phase I and in areas of the site without developed elements. Educational and interpretive signage is recommended to be created and installed as elements are developed and natural areas restored.

The current off leash dog area in NCP was installed many years ago as a temporary facility. This off leash dog area is not meeting maintenance standards and has high maintenance costs because repair requests are frequent. The NCP North Side Plan prioritizes the rehabilitation of this facility, however, the NCP North Side Plan recommends rehabilitating the facility close to the current location in the floodplain. Due to natural flood issues, health and safety issues of feces getting into the water ways and contributing to water quality issues, and ADA accessible issues, the off leash dog area is now proposed to be developed in the newly acquired TPC adjacent property. A portion of the TPC property is higher in elevation and out of the way of flooding. If this property is acquiered, it will provide NCPRD with the ability to cost effectively create an off leash dog area out fo the floodplain that is ADA accessible. This land acquisition proposes to protect and enhances floodplain

functions and improve water quality by relocating the current off leash dog area out of the floodplain and out of the riparian buffers.

During the NCP North Side concept planning, citizens requested that NCPRD increase the trail system by installing trails on the north side of the park complimenting the trails circling the ball fields on the south side of the park. This enhanced trail system would help connect neighborhoods including the Lake Road Neighborhood of Milwaukie and a neighborhood of unincorporated Clackamas County. NCPRD currently maintains a foot bridge over Mount Scott Creek from NCP to ensure the neighborhood on the north side of the creek can access the park. Trails and picnic areas are available in areas of the district, however, both are elements that have been addresses as unmet needs because there are not enough available to address needs.

The adjacent land currently owned by the Turning Point Church is approximately 18 acres and the TPC is interested in selling approximately 12 acres of land. These taxlots are directly adjacent to the North Clackamas Park and includes riparian/stream, wetlands, floodplains and a flatter higher elevation area where developed elements can be established out of the floodplain. NCPRD proposes to work with this willing seller to acquire the land and then subsequently develop the highest priority elements of the North Side Plan including natural area restoration, an off leash dog area, trails, interpretive signange and a picnic shelter. In addition, a parking area will be included in future development.

NCP and the TPC property is located in an area of town where development is low-moderate, but the expectation is that development and land prices will increase soon due to very high prices in Portland pushing development to close in areas like Milwaukie where reasonab prices still exist. The local middle schools are reporting of 41-68% of children beign provided with free and reduced lunches.

The portion of the TPC that NCPRD is interested in buying, does not currently have any buildings or tenants. At this time the TPC property is not publicly held so no interim uses are appropriate. The sites does have Mount Scott Creek within the site boundary, wetlands, floodplains, Oregon white oak habitat including camas floodplains. NCPRD is committed to leading the process to acquire the property and subsequent development of elements including the off leash dog area, trails, natural area restoration, interpretive signage and picnic area in line with recommendations from the NCP North Side Plan. There is currently a paved access area. This paved area will be part of the future access to the site and parking area.

### ➤ ***Acquisition of Approximately 12 Acres***

Tasks: Land Acquisition

Area: Approximately 12 acres of land of various habitat types including floodplain, wetland, wetland shrub-scrub and Oregon white oak, and riparian.

An appraisal report has been completed following the Uniform Standards of Professional Appraisal Practice, however, an appraisal review still needs to be conducted. Negotiations with the Turning Point Church still need to occur. The appraisal report and review will be used in negotiations to determine the total acres and purchase prices between NCPRD and the Turning Point Church. Another point of negotiation include exact proposed property line with lot line adjustments to split off the current church and parking area from parcels to be purchased. The property will be acquired by purchase as soon as NCPRD is able to negotiate a final price with the Turning Point Church. This project is consistent with state wide priorities in connection with Clackamas County resident surveyed needs and the condition of the current facilities provided.

## **B. Key Criteria**

### **“ReNature” - Enhance Ecology**

#### **1. *Projects that improve the way the physical environment contributes to how well ecological processes contribute to overall ecosystem health.***

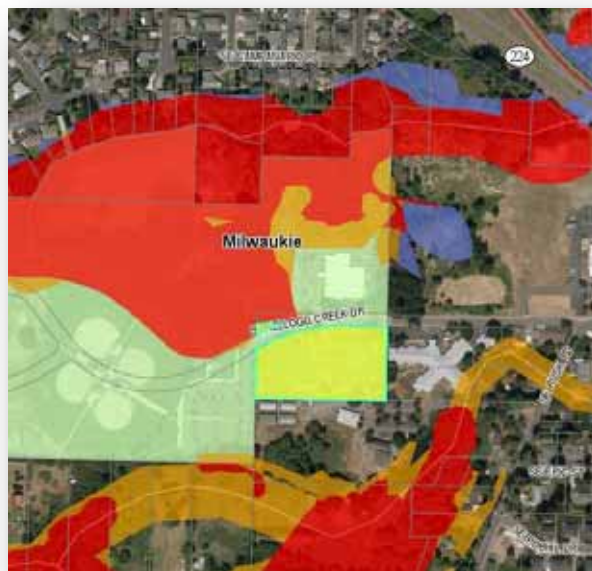
The primary goal of this project is to acquire 12 acres of land adjacent to NCP and incorporate those acres into the larger park, conserving many acres of land for natural area and recreation. Much of the north side of NCP and portions of the TPC property is classified within Metro’s Title 13 program as a high habitat conservation area and contains wetlands and floodplains and Oregon White Oak habitat. Both sensitive native fish species and threatened salmon species have been documented within this area. Habitat conditions and functions within this stream reach include: a) Incised creek channel limited in large wood, canopy cover/shade and has moderate fine sediment load; b) degraded floodplain and riparian areas with invasive herbs and shrubs; c) Oregon White oak habitat impacted by invasive vegetation and people trespassing the site; and d) wetlands impacted by invasive species and people trespassing the site. The acquisition of this property will help keep the site on a trajectory of restoration and move it towards and healthy ecological system by conserving this habitat of concern, restoring wetland and floodplain functions, and habitat structure and functions to restore ecosystem processes.

#### **2. *Multiple benefits – provides ecological benefits beyond the project itself.***

The primary goal of this project is to acquire 12 acres of land adjacent to NCP and incorporate those acres into the community park, conserving many acres of land for natural area and recreation. The goals of this site subsequent to acquisition will be to continue habitat restoration and to provide recreational access to visitors. This site is connected to a much larger urban riparian and wildlife habitat corridor along Mount Scott Creek which connects with Kellogg Creek mainstem and then the Willamette River. The Kellogg Creek confluence with the Willamette River is approximately 2.4 miles downstream of NCP and the TPC land. ESA listed fish species Steelhead and Coho are known to reproduce, rear and migrate in this area. This land acquisition would complement the other projects and actions completed in this watershed focused on restoring watershed health and ecosystem health for the ESA listed fish species and other species dependent on these habitat types.

#### **3. *Demonstrates ecological design solutions that are both effective and cost-efficient.***

This land acquisition project is focused on the purchase of additional acres of land directly adjacent to NCP that are higher in elevation and out of the floodplain. If this adjacent land is purchased, NCPRD will be able to relocating specific elements of the NCP North Side Plan to higher elevation portions of the TPC property. Relocating the off leash dog area and other NCP North Side Plan elements out of the floodplain will decrease water quality issues and improve



the health of the riparian area and floodplain. In addition, similar to both the NCP North Side phase I project and the Spring Park Natural Area project, NCPRD and partners intend to build a trail system that provides people access to nature, but also protects nature from being over loved and impacted.

### **“ReGreen” – Enrich People’s Experience of Nature**

#### ***1. Enrich people’s experience of nature and strengthen a physical connection to the region’s ecology.***

The primary goal of this project is to acquire 12 acres of land adjacent to NCP and incorporate those acres into the community park, conserving many acres of land for natural area and recreation. This site is poised to connect many citizens to nature and provide more attainable access to nature. Currently one of the most consistent user groups of NCP is walkers. If NCPRD is able to acquire this site, NCPRD would be able to provide trails that will extended from NCP into the newly acquired Turning Point Church property creating a complex trail system with asphalt surface trails and natural surface trails connecting the various elements of the larger site including the senior center, picnicking, ballfields, etc. We anticipate that at a minimum, over a ½ mile of trail will be constructed to connect to the already built trails within NCP. Trail connections are shown to be a priority in Clackamas County according to state surveys. This project has as an outcome to connect neighborhood to public land. In addition, surveys show that residents are interested in soft surface trails, access to water, picnic areas, wildlife viewing and off leash dog areas. We also believe that we will be able to provide more accessible access to the subsequently developed elements of NCP North Side Plan phase II; trails, off leash dog area, picnic area, interpretive signage etc. After purchase, NCPRD also proposes to continue to promote stewardship of the land through partnering on volunteer and educational events.

### **C. Partnerships**

To assist NCPRD, several partners have expressed support and are interested in providing one of the following: help with funding, volunteer hours, coordination efforts, and/or public outreach and educational efforts:

- ✓ Neighbors
- ✓ Oregon Department of Fish and Wildlife
- ✓ Water Environment Services
- ✓ North Clackamas Urban Watershed Council (NCUWC)

We anticipate having many more partners on board as this project moves forward.

### **D. Project Feasibility**

The goals and elements of the NCP North Side Plan were determined as part of an involved public process including public meetings, stakeholder meetings, neighborhood meetings etc. Subsequent meetings and communications with the local watershed council-NCUWC, The City of Milwaukie, ODFW and others have shown support for NCPRD to focus on acquiring the adjacent land to relocate elements out of sensitive habitat areas.

A NCP stewardship group contributed many hours of discussion and review of the NCP North Side Plan process documents (2007-2012). The group also reviewed and commented on the NCP North Side Master Plan which was adopted by the City of Milwaukie in their Comprehensive plan in 2012. NCPRD will continue to collect

public and stakeholder input during the next phases of the project. NCPRD is also committed to continuing a strong relationship with NCUWC to continue all restoration efforts that are in process.

NCPRD has hired an appraiser to complete an appraisal report following appraisal standards. This appraisal will be used in negotiations with the Turning Point Church. NCPRD will also be hiring a contractor to complete an appraisal review.

<b>Aug 2016</b>	<b>Submit Full Application</b>
<b>Fall- Winter 16-17</b>	<b>Secure funding and negotiate a land purchase agreement with the TPC</b>
<b>Spring 2017</b>	<b>Finalize lot line adjustments etc.</b>
<b>Summer 2017</b>	<b>Finalize sale, title transfer etc.</b>

Tonia Burns is the Natural Resources Coordinator for NCPRD and will lead this project with support from many other staff members at NCPRD and partners. Tonia co-managed the NCP Phase I Mount Scott Creek Restoration project with WES, Gail Shaloum, and the Spring Park Natural Area Project which were both funded in part with Metro Nature in Neighborhoods Capital Grant funding. NCPRD understands Metros reporting requirements for the Nature in Neighborhoods Capital Grant and feels confident in our ability to complete the reporting requirements. NCPRD has the capacity and experience with local, state, and federal grants, land acquisition, and the organization and commitment to successfully complete the project.

#### **E. Statement**

NCP North Side Plan, phase II will focus on the acquisition of adjacent land for the appropriate development of multiple NCP North Side Plan elements. Phase II of the NCP North Side Plan identifies land acquisition and subsequent elements including 1) trails, 2) relocation of the off leash dog area, 3) picnic area, 4) natural area enhancements, and 5) interpretive signage. The overarching goal of the project is to promote access and recreation along with the sustainable, cost effective management of the park's natural areas for habitat, interpretive and recreational values. The details of this project have been reviewed and approved by appropriate governing bodies and the community alike. North Clackamas Parks and Recreation District (NCPRD) has received endorsements from the Oregon Department of Fish and Wildlife (ODFW), NCPRD District Advisory Board (DAB), Water Environment Services, and the North Clackamas Urban Watershed Council (NCUWC). NCPRD has also proposed the project in the FY16-17 Capital Budget that was reviewed and approved by the NCPRD DAB, the NCPRD Director and is proceeding forward to the Clackamas County BCC as the Board of Directors for NCPRD. NCPRD has a long history, good working relationships and success with the partners on other land acquisition projects and grant funded projects.

**NATURE IN NEIGHBORHOODS CAPITAL GRANT  
(F3) PROJECT BUDGET WORKSHEET**

<b>PROFESSIONAL SERVICES COSTS</b>		<b>4/41/16</b>		
<i>Estimate the hours of work directly related to your project for non-profit personnel, agency personnel, volunteers and consultants. You can delete rows that do not apply and/or add more specific descriptors.                      Explain the tasks each is expected to complete in the budget narrative (i.e. surveys, design development, construction documents, plan review, construction management).                      Pre-Agreement costs must occur AFTER the Invitation to Submit a Full Application and are not reimbursable.                      Agency &amp; non-profit personnel time cannot exceed 10% of the grant request.                      Volunteers specifically doing project installation should be included in this section.</i>				
	<b>financial match</b>	<b>in-kind match</b>	<b>grant request</b>	<b>TOTAL</b>
A. Pre-Agreement				
1. Non-profit staff				\$0.00
2. Agency staff		\$3,500.00		\$3,500.00
3. Consultants	\$5,000.00			\$5,000.00
4. Volunteers				\$0.00
B. Post-Agreement Costs				\$0.00
1. Non-profit staff				\$0.00
2. Agency staff		\$11,500.00		\$11,500.00
3. Consultants				\$0.00
4. Volunteers				\$0.00
<b>Total for Professional Services</b>	<b>\$5,000.00</b>	<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>

<b>CONSTRUCTION COSTS</b>				
<i>Estimate the cost for all work elements of your project. Feel free to change the list. Specify in the budget narrative which work elements will be completed by volunteers and how you calculated the budget figure.</i>				
	<b>financial match</b>	<b>in-kind match</b>	<b>grant request</b>	<b>TOTAL</b>
A. Site Preparation				\$0.00
1. Site clearing				\$0.00
2. Excavation				\$0.00
B. Utilities				\$0.00
C. Improvements/Materials				\$0.00
1. Item				\$0.00
2. Item				\$0.00
3. Item				\$0.00
D. Permits				\$0.00
E. Other, please list				\$0.00
<b>Total for Construction Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>ACQUISITION COSTS</b>				
<i>Please estimate the cost for all work elements. Please feel free to change the list.</i>				
	<b>financial match</b>	<b>in-kind match</b>	<b>grant request</b>	<b>TOTAL</b>
A. Purchase Price	\$1,050,000.00		\$325,000.00	\$1,375,000.00
B. Option Purchase				\$0.00
C. Option Reimbursement				\$0.00
D. Appraisal & Appraisal Review*				\$0.00
E. Title Report, insurance & documents			\$5,000.00	\$5,000.00
F. Phase I Enviro Assessment			\$5,000.00	\$5,000.00
G. Stewardship endowment			\$5,000.00	\$5,000.00
H. Management Plan Development			\$5,000.00	\$5,000.00
I. Baseline Documentation			\$5,000.00	\$5,000.00
<b>Total for Acquisition Costs</b>	<b>\$1,050,000.00</b>	<b>\$0.00</b>	<b>\$350,000.00</b>	<b>\$1,400,000.00</b>

<b>OTHER COSTS</b>				
A. Travel (use current State of Oregon rates)				\$0.00
B. Overhead/Indirect costs - these can only be used as match.				\$0.00
				\$0.00
<b>Totals for Other Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>TOTAL PROJECT COSTS</b>	<b>\$1,055,000.00</b>	<b>\$15,000.00</b>	<b>\$350,000.00</b>	<b>\$1,420,000.00</b>
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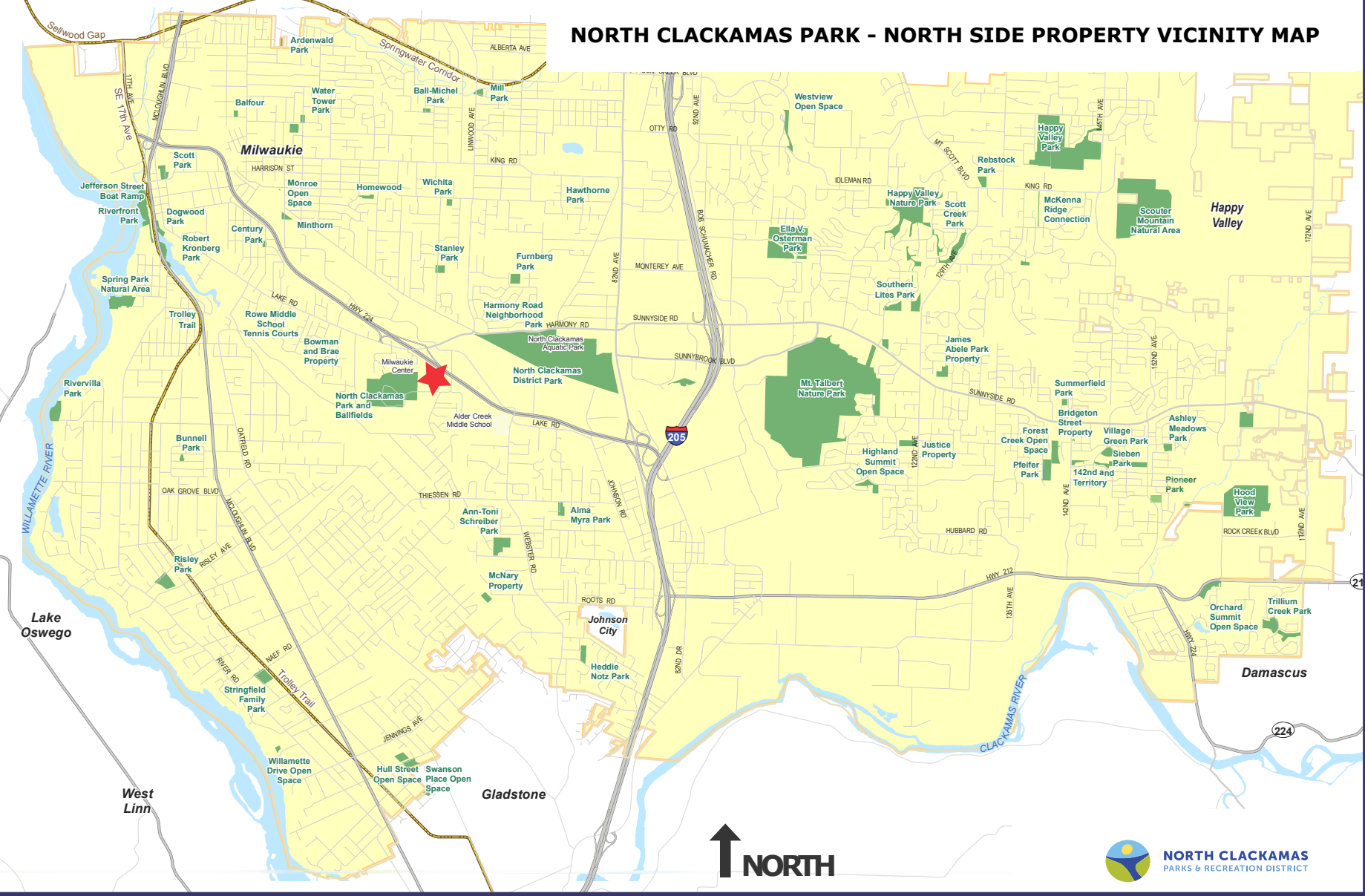
## Nature in Neighborhoods Capital Grants Match Form

**Instructions**

1. Enter description of the source of matching funds or in-kind contribution. Put an X in the appropriate boxes. Enter the value of the matching source and appropriate notes to clarify how source will be allocated. Feel free to add as many rows as you need.
2. If utilizing volunteers, indicate this in the "Match Source" and "In kind" columns and calculate the number of hours the volunteers will be contributing to the project. The "Amount" will be those hours multiplied by the hourly rate found at the Independent Sector website:  
[www.independentsector.org/programs/research/volunteer\\_time.html](http://www.independentsector.org/programs/research/volunteer_time.html)
3. If your "Match Source" is a professional or technical service received as "In kind", use the market average or actual salary or bid for that individual or service. Use the "Notes" column to document your methodology.

Matching Source	Financial	In-kind	Pending	Secured	Value	Notes
State parks LGG			\$250,000.00		\$250,000.00	Submitted March 2016
NCPRD	\$820,000.00		\$300,000.00	\$520,000.00	\$820,000.00	NCPRD has secured 500,000 within the CIP Budget
<b>Total</b>					\$1,070,000.00	

# NORTH CLACKAMAS PARK - NORTH SIDE PROPERTY VICINITY MAP



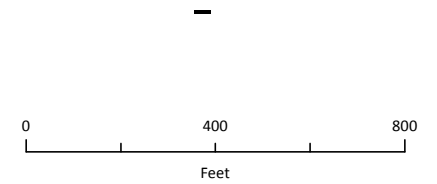




# Project Boundary Map: North Clackamas Park - North Side Project



- PROPOSED LAND AQUISION
- NORTH SIDE PROPERTY TAXLOT
- NORTH CLACKAMAS PARK BOUNDARY



The information provided was derived from digital databases from Clackamas County's GIS. Although we strive to provide the best data we can, we sometimes use data developed by jurisdictions outside Clackamas County. Therefore, Clackamas County cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are strongly cautioned to verify all information before making any decisions.

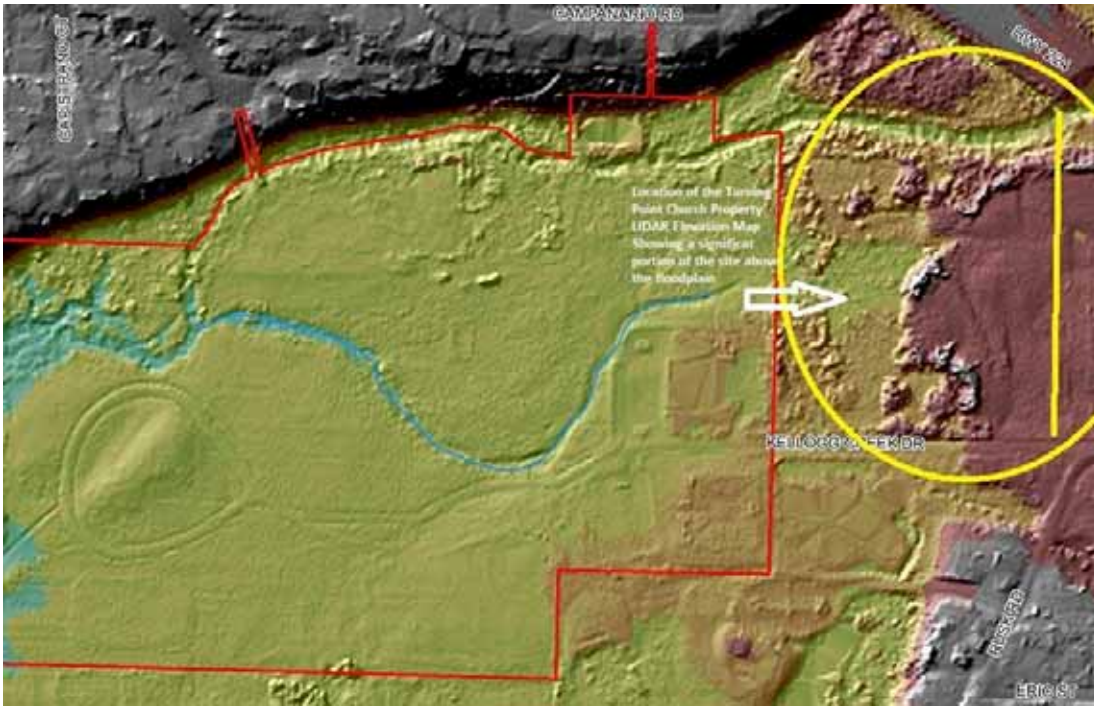
### Taxlot information

owner TURNING POINT CHURCH  
 taxlot # 22E06AD00901, 22E06AD00700, 22E06AD00900  
 location 13333 SE RUSK RD, MILWAUKIE, OR 97222  
 acres 12.7

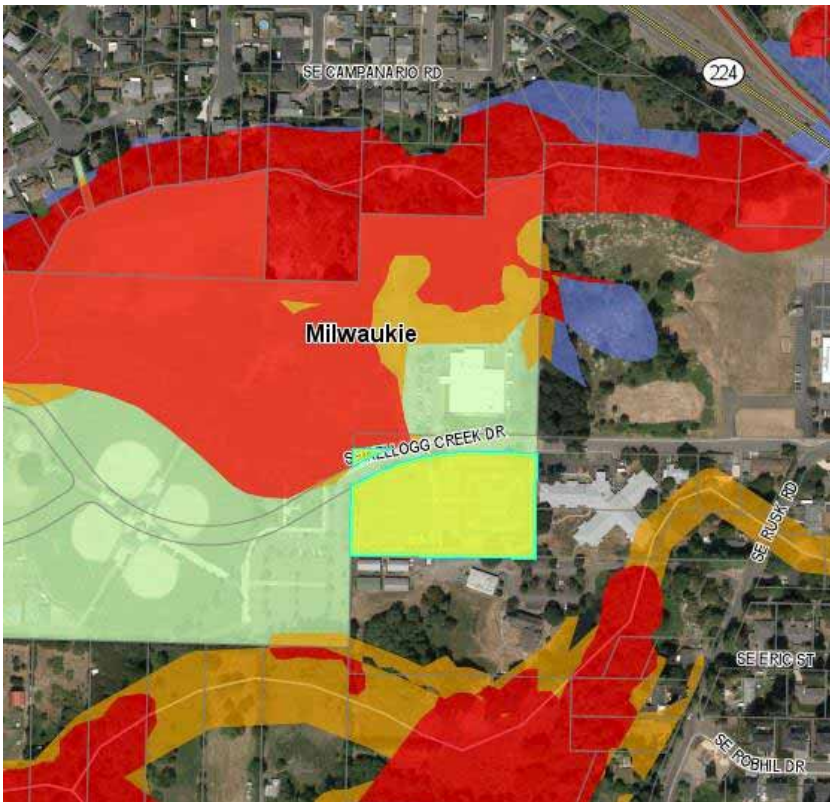
Park Planning: NCPRD Planning Team, 2016  
 Map Data: Clackamas County GIS Dept., NCPRD, 2016  
 Map prepared by Samantha Wolf, NCPRD March 31, 2016  
 S:\GIS\NCPRD\Projects\Parks\North\_Clackamas\_Park\OPRD LGGrant 2016

Official Signature \_\_\_\_\_

Date \_\_\_\_\_



North Clackamas Park and Turning Point Church Property, LIDAR DEM map showing elevation. Turning point Church property has a number of acres of land available that is higher out of the floodplain.



North Clackamas Park and Turning Point Church Property, Title 13 Map



turningpoint  
church

State Parks Local Government Grant  
OREGON PARKS AND RECREATION DEPARTMENT  
725 SUMMER ST. NE, SUITE C  
SALEM OR 97301-0711  
(503) 986-0708

Dear Grant Committee,

As a legal representative of the Turning Point Church, we want to express our support for the North Clackamas Parks and Receptions District grant application to acquire part of our land. Our congregation, Leadership Team and myself have been and continue to be open to NCPRD making and offer to us to sell a portion of our land to become part of the adjacent North Clackamas Park.

In the past we have partnered on several restoration projects including partner to acquire grant funds to pay for these projects which occurred on our land and on North Clackamas Park property. Our congregation members have attended volunteer events focused on non- native plant removal and planting native plants. We are invested in this site and would like to see NCPRD not only purchase a portion of our land, but continue efforts in restoration and development of park amenities.

I have been advised by NCPRD that the property will not be purchased if negotiations fail to result an acceptable purchase and sale agreement. I have been informed that NCPRD will be performing an appraisal of the property and subsequent appraisal review. The appraisal amount will be used in determining the sale price.

At this time the land for sale has no existing buildings or tenants. This letter does not allow the grant applicant to represent the landowner, it only stands to show that we are a willing seller. We strongly encourage the grant team to consider this grant application, there are few opportunities like this available in the urban center and we feel strongly that is an amazing opportunity for our community for natural area conservation and for outdoor recreation.

Sincerely,

Pastor Bob Mihuc

13333 SE Rusk Road, Milwaukie, OR 97222  
503-305-8704 • [www.turningpointcares.org](http://www.turningpointcares.org)

Metro Natural Areas Program  
Nature in Neighborhoods Capital Grant  
600 NE Grand Ave  
Portland OR 97323

Dear Grant Committee,

We have lived next to North Clackamas Park in Milwaukie for almost 40 years. During that time we have seen many changes. We now have the opportunity to see a major positive change because the Turning Point Church is a willing seller who is wanting to work with North Clackamas Parks and Recreation District (NCPRD) to buy almost 13 acres of land contiguous to the east boundary of the Park. We encourage the Oregon Parks and Recreation Department to approve this grant request to assist the NCPRD in purchasing this property.

While some of the Church property is within the hundred year floodplain of Mount Scott Creek there is enough space not in the floodplain to move the "temporary" off leash dog run out of its location in the floodplain in the existing park. It would also be in line with public requests to provide the walkers with more trails, the number one users of the site are walkers like me and my wife. Moving the off leash area from the riparian zone and the floodplain will be a win for everyone, especially water quality and increasing the health of the riparian/floodplain habitat.

We have participated in many work parties going back to the early 90's, removing non-native plants and replacing them with native shrubs and trees. We have also helped to expand the Camas Lilly fields at the headwaters of Camas Creek at the boundary of the existing park and the Church property. These native flowering plants extend into the church property and are growing in an area of native Oregon White Oak wood land that must be preserved.

Please approve this grant for funding the purchase of this land. This sort of opportunity does not come very often and we MUST take advantage of it when it does.

Sincerely,



Dick and Sally Shook  
4815 SE Casa Del Rey Dr.  
Milwaukie, OR 97222



Water Quality Protection  
Surface Water Management  
Wastewater Collection & Treatment

Gregory Geist  
Director

March 29, 2016

North Clackamas Parks and Recreation District  
150 Beaver Creek Rd.  
Oregon City, OR 97045

Re: North Clackamas Park Turning Point Church Land Acquisition Project

Clackamas County Water Environment Services (WES) is pleased to submit a letter in support of the North Clackamas Parks and Recreation District grant application for the North Clackamas Park Turning Point Church Land Acquisition project. WES is excited that the Turning Point Church is a willing seller and has requested that NCPRD apply for funds to acquire some of the land within their ownership, directly adjacent to North Clackamas Park.

WES regularly works in collaboration with NCPRD and other core partners throughout its districts to improve watershed health, in accordance with our Kellogg-Mt. Scott Creek Watershed Action Plan (WAP). Although this site is not within a WES district, we have been a partner in this area along with many other groups, agencies and neighbors working to restore riparian habitat and provide access for visitors. Our Kellogg-Mt. Scott Creek Watershed Action Plan (WAP) contains goals to address conservation and restoration within the watershed and ranks segments of stream according to priority. Mt. Scott Creek in this location is ranked as a High priority. In the past we have partnered on in-stream restoration projects including one on the adjacent North Clackamas Park property. WES frequently partners with NCPRD and currently supports their work with annual funding for maintenance activities on properties we own, with work focused on non-native plant removal and planting native vegetation. WES' watershed protection goals include providing properly functioning infrastructure that supports healthy streams; continued restoration efforts on this site helps to meet our goals.

We strongly encourage the grant team to support this grant application. Few opportunities to restore and preserve riparian areas remain in the urban center and this land acquisition/restoration represents a valuable opportunity for our community to conserve a natural area and improve watershed health.

Please contact me at (503) 742-4597 or [gshaloum@clackamas.us](mailto:gshaloum@clackamas.us) if you have questions about WES' involvement and support of this project. Thank you for considering this project for funding.

Sincerely,

Gail Shaloum,  
Environmental Policy Specialist, WES

STATE PARKS LOCAL GOVERNMENT GRANT  
OREGON PARKS AND RECREATION DEPARTMENT  
725 SUMMER ST. NE, SUITE C  
SALEM OR 97301-0711  
(503) 986-0708

Dear Grant Committee,

We have lived next to North Clackamas Park in Milwaukie for almost 40 years. During that time we have seen many changes. We now have the opportunity to see a major positive change because the Turning Point Church is a willing seller who is wanting to work with North Clackamas Parks and Recreation District (NCPRD) to buy almost 13 acres of land contiguous to the east boundary of the Park. We encourage the Oregon Parks and Recreation Department to approve this grant request to assist the NCPRD in purchasing this property.

While some of the Church property is within the hundred year floodplain of Mount Scott Creek there is enough space not in the floodplain to move the "temporary" off leash dog run out of its location in the floodplain in the existing park. It would also be in line with public requests to provide the walkers with more trails, the number one users of the site are walkers like me and my wife. Moving the off leash area from the riparian zone and the floodplain will be a win for everyone, especially water quality and increasing the health of the riparian/floodplain habitat.

We have participated in many work parties going back to the early 90's, removing non-native plants and replacing them with native shrubs and trees. We have also helped to expand the Camas Lilly fields at the headwaters of Camas Creek at the boundary of the existing park and the Church property. These native flowering plants extend into the church property and are growing in an area of native Oregon White Oak wood land that must be preserved.

Please approve this grant for funding the purchase of this land. This sort of opportunity does not come very often and we MUST take advantage of it when it does.

Sincerely,



Dick and Sally Shook  
4815 SE Casa Del Rey Dr.  
Milwaukie, OR 97222



# Oregon

Kate Brown, Governor

## Department of Fish and Wildlife

North Willamette Watershed District

17330 SE Evelyn Street

Clackamas, OR 97015-9514

(971) 673-6000

(971) 673-6070

odfw.com



State Parks Local Government Grant  
OREGON PARKS AND RECREATION DEPARTMENT  
725 SUMMER ST. NE, SUITE C  
SALEM OR 97301-0711  
(503) 986-0708

Dear Grant Committee,

We want to express our support for the North Clackamas Parks and Receptions District grant application for the North Clackamas Park Turning Point Church Land Acquisition project. Our agency/group are excited that the Turning Point Church is a willing seller and has requested that NCPRD work to apply for grants to acquire some of the land within their ownership which is directly adjacent to North Clackamas Park.

The Oregon Department of Fish & Wildlife is a partner in this area along with many other groups, agencies, and neighbors working to restore the habitat and provide access for visitors. In the past we partnered on several restoration projects including the restoration of instream habitat in Mt. Scott Creek on North Clackamas Park property. NCPRD coordinated numerous volunteer events focused on non-native plant removal and planting native plants in and along habitats used to the benefit of native fish and wildlife species in the area. We are invested in this site and would like to see NCPRD not only purchase a portion of the TPC land, but continue efforts in restoration and development of park amenities as it will benefit park visitors that are interested in seeing what intact and natural habitats truly look like.

We strongly encourage the grant team to consider this grant application, there are few opportunities like this available in the urban center and we feel strongly that is an amazing opportunity for our community for natural area conservation and for outdoor recreation.

Sincerely,

Todd Alsbury  
District Fish Biologist  
North Willamette Watershed District



# Oregon

Kate Brown, Governor

## Department of Fish and Wildlife

North Willamette Watershed District

17330 SE Evelyn Street

Clackamas, OR 97015-9514

(971) 673-6000

(971) 673-6070

odfw.com



State Parks Local Government Grant  
OREGON PARKS AND RECREATION DEPARTMENT  
725 SUMMER ST. NE, SUITE C  
SALEM OR 97301-0711  
(503) 986-0708

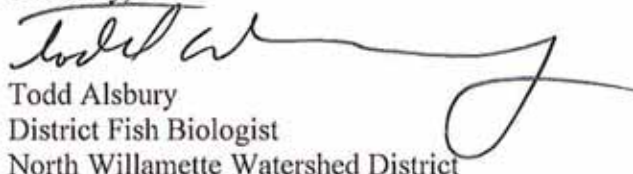
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Sincerely,



Todd Alsbury  
District Fish Biologist  
North Willamette Watershed District



## North Clackamas Urban Watersheds Council

1900 SE Milport Rd, Suite C • Milwaukie, OR 97222  
coordinator@ncuwc.org • ncurbanwatershed.wordpress.com



March 30, 2016

State Parks Local Government Grant  
OREGON PARKS AND RECREATION DEPARTMENT  
725 SUMMER ST. NE, SUITE C  
SALEM OR 97301-0711  
(503) 986-0708

RE: North Clackamas Park and Recreation District Local Government Grant Request for Acquisition of Turning Point Church Property

Dear Grant Committee,

North Clackamas Urban Watersheds Council (NCUWC) would like to express our support for the North Clackamas Parks and Recreations District (NCPRD) grant application to acquire part of the Turning Point Church (TPC) property. The board and myself support NCPRD natural resource work and this attempt to acquire the Turning Point Church land to become part of the adjacent North Clackamas Park.

NCPRD and NCUWC partner on restoration projects throughout Clackamas County including projects on the TPC property and on North Clackamas Park property. NCUWC has partnered with NCPRD and TPC on non-native plant removal and planting native plants on the TPC property which borders Mt. Scott Creek and plan on continuing work on the property. NCUWC is invested in the Turning Point Church property and have received Oregon Watershed Enhancement Board funding to perform restoration on the property.

NCUWC would like to see NCPRD not only purchase a portion of the land, but continue efforts in restoration and development of park amenities. Mt. Scott Creek is a valuable urban stream in Northern Clackamas County which provides habitat for numerous aquatic species including threatened and endangered salmonids. The County and others have invested heavily in the restoration of this creek, and the acquisition of the TPC property would provide another valuable natural area which will improve water quality and habitat.

We strongly encourage the grant team to consider this grant application, there are few opportunities like this available in the urban center and we feel strongly that is an amazing opportunity for our community for natural area conservation and for outdoor recreation.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Collins-Anderson", written over a horizontal line.

Andrew Collins-Anderson, Coordinator  
North Clackamas Urban Watersheds Council



Gregory L. Geist  
Director

August 11, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Acceptance and Approval of Easement between the Tri-City Service District  
and Country Village Estates, LLC. for Sanitary Sewer Easement (Variable)

<b>Purpose/Outcomes</b>	A variable width easement from Country Village Estates, LLC to the Tri-City Service District for extension of public sanitary sewer in the Rose Village Garden Homes subdivision.
<b>Dollar Amount and Fiscal Impact</b>	There is no fiscal impact to the Tri-City Service District by accepting the easements or for construction. Ongoing operation of maintenance of the sanitary sewer will be budgeted with Tri-City Service District funds.
<b>Funding Source</b>	Tri-City Service District Operating Fund. No General Funds are impacted.
<b>Duration</b>	The subdivision is under construction and the Tri-City Service District required the acceptance and recording of the easement prior to final acceptance. Ongoing operation and maintenance of the sanitary sewer is the responsibility of the Tri-City Service District.
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Easement actions are a service of WES's Permits Program. This action supports program results to respond to development review submittals within fifteen (15) days.</li> <li>2. This action supports the Board of County Commissioners' goal to build a strong infrastructure.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, Surface Water Program Manager, WES, 503-742-4581
<b>Contract No.</b>	N/A

**BACKGROUND:**

This easement is needed for the extension of public sanitary sewer in the Rose Village Garden Homes subdivision and to provide for the Tri-City Service District's ("District") ownership, operation, and maintenance of a conveyance pipe from the subdivision to existing sanitary sewer infrastructure. The subject property is currently within the District and outside of Oregon City. Thus the District will be the owner and operator of the public sanitary sewers and the grantee of the proposed easement. The subdivision is under construction and the District required the acceptance and recording of the easements prior to final acceptance. Ongoing operation and maintenance of the sanitary sewer will be the responsibility of the District.

The attached sanitary sewer easement has been approved by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners, acting as the governing body of the Tri-City Service District, accept and approve the Easement between the Tri-City Service District and Country Village Estates, LLC. for Sanitary Sewer Easement.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

After recording, return to:  
Tri-City Service District No. 4  
150 S. Beavercreek Road, Suite 430  
Oregon City, OR 97045

Date Accepted By Tri-City \_\_\_\_\_

Reserve this area for recording stamp

Board Order Approval \_\_\_\_\_

**SANITARY SEWER EASEMENT  
TRI-CITY SERVICE DISTRICT**

KNOW ALL PERSONS BY THESE PRESENTS, that COUNTRY VILLAGE ESTATES, LLC, an Oregon Limited Liability Company hereinafter referred to as the Grantors, for the consideration hereinafter stated, paid by Tri-City Service District No. 4, hereinafter referred to as the District and the mutual benefit hereby gained, which consideration and benefit are hereby acknowledged and receipted by the Grantor, do hereby grant, bargain, sell, and convey unto the District, a permanent easement and right to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain sewers, wastewater, storm drainage or surface water pipelines, and all related facilities through, under and along the following described property in the County of Clackamas and State of Oregon:

**Tax Lot # 32E04A 00603**

See Exhibit "A" the "Grantor Tract"  
See Exhibit "B" for permanent easement legal description.  
See Exhibit "C" for map of permanent easement.

If a temporary construction easement is granted, the temporary right shall cease when the construction or improvement of said facilities, is completed.

It is understood and agreed that no building shall be erected upon said easement premises without the written consent of the District. Following construction the District will restore area to original grade and stabilize the surface. The District will restore, as near as practical, the landscaping that may exist or be placed within this easement disturbed by construction, maintenance, repair, or replacement. The public, through the District, shall give reasonable notice to the landowner before activities in connection with surface water, storm drainage, or sanitary sewer facility are commenced and shall limit activities to those necessary to achieve the purpose of constructing, reconstructing, enlarging, replacing, repairing, inspecting or maintaining the facility.

Grantors agree to undertake no activity or otherwise harm or impair the easement area to prevent or impede the proper functioning of the District's system.

This instrument does not grant or convey to the District any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, constructing, reconstructing, replacing, operating, inspecting and maintaining the same. This instrument gives immediate possession of the foregoing premises.

The true and actual consideration for this transfer is: \$ \_\_\_\_\_ to be paid prior to construction; Gift  Non-monetary  Should a gift or non-monetary value be indicated, the Grantors acknowledge their right to just compensation and hereby waive their right to said compensation.

Grantor and Grantee signatures on following page:

IN WITNESS WHEREOF, the Grantor above named, has here-unto set its hand and seal this 25 day of May, 2016.

**GRANTOR**

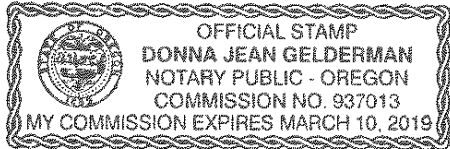
Representing Country Village Estates, LLC

By: [Signature]

Name: C. Joseph Van Haverbeke

STATE OF OREGON     )  
                          )  
                          )  
County of Multnomah )ss.  
~~Clackamas~~     )

This instrument was acknowledged before me on this 25 day of May, 2016, by C. Joseph Van Haverbeke to be the free act and deed of said individual.



[Signature]

Notary Public for Oregon

My Commission expires: 3-10-2019

**GRANTEE**

TRI-CITY SERVICE DISTRICT NO 4.

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

Tri-City Service District Chair

Name: John Ludlow

STATE OF OREGON     )  
                          )  
                          )  
County of Clackamas     )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by John Ludlow, on behalf of Tri-City Service District No. 4.

\_\_\_\_\_  
Notary Public for Oregon

My Commission expires: \_\_\_\_\_

### EXHIBIT "A" (Grantor's Tract)

Grantor's tract is described in Document No. 98-007646, Clackamas County Deed Records, maor particularly described as follows:

A tract of land in the LD.C Latourette Donation Land Claim No. 39 in the Northeast quarter of Section 4, township 3 South, Range 2 East and the Latourette Donation Land Claim No. 45 in the Southeast quarter of Section 3s, Township 2 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Commencing at the Southeast corner of said Latourette Donation Land Claim No. 39, which is monumented with a stone in a monument box; thence North 57°49'27" West, 1391.54 feet to a 2 inch iron pipe found at the initial point of COUNTRY VILLAGE AT-WALDOW VIEW ACRES, a subdivision plat of record (Book 87, page 8 in daid Clackamas County), said initial point being the true point of beginning; thence along the boundary line as follows: South 01°09'59" East, 831.72 feet; Souith 87°47'84" West, 177.00 feet; South 01°09'59" 120.00 feet; South 87°47'54" West, 985.54 feet; North 02°24'43" West, 1152.60 feet; North 38°40'22" West, 1077 feet; North 21°01'1" East, 1722.22 feet: North 89°35'53" East, 424.50 feet; North 00°04'.90 feet; North 00°04'00" West, 801.90 feet; North 88°11' 00" East, 247.07 feet; South 00°04'00" East, 42.54 feet; South 04°48'03" West, 128.08 feet; South 89°56'00" West, 29.46 feet; South 00°04'00"" East, 270.00 feet; North 89°56'00" East, 31.54 feet; South 03°59' 32" East, 129.83 feet; South 05°19'19" West, 214.34 feet; South 02°45'55" East, 231.34 feet; South 80° 58'39" East, 689.10 feet; South 48°16'03" East, 324,48 feet; South 26°13'42" West, 195.59 feet; South 01°06''49" East, 561.00 feet; South 87°24'01" West, 135.45 feet; South 07°17'44" East, 66.00 feet; North 87°38'48" East, 121.81 feet; South 01°07'43" East, 691.00 feet; South 01°29'25" East, 589.71 feet; to the above described true point of beginning.

## EXHIBIT 'B'

An easement of variable width lying over, across and within a portion of that tract of land described in Document No. 98-007646, Clackamas County Deed Records, situated in the northeast one-quarter of Section 4, Township 3 South, Range 2 East of the Willamette Meridian, in Clackamas County, Oregon, said easement more particularly described as follows:

BEGINNING at a five-eighths inch diameter by 30 inch long iron rod with a yellow plastic cap marked "KOESTER 82578PLS" found on the east line of said Document No. 98-007646 tract, at the southwest corner of that tract of land described as Parcel 1 in Document No. 2000-012531, Clackamas County Deed Records, said corner also being the northwest corner of that tract of land described in Book 525, Page 79, Clackamas County Deed Records; THENCE South  $1^{\circ}12'28''$  East along the west line of said Book 525, Page 79 tract, which is coincident with the east line of said Document No. 98-007646 tract, 366.90 feet to a point; THENCE South  $89^{\circ}40'41''$  West, 23.85 feet to a point; THENCE North  $0^{\circ}15'56''$  East, 9.63 feet to a point; THENCE North  $85^{\circ}57'15''$  West, 282.90 feet to a point; THENCE North  $31^{\circ}29'35''$  West, 10.79 feet to a point; THENCE North  $89^{\circ}21'30''$  West, 30.78 feet to a point; THENCE North  $0^{\circ}38'30''$  East, 15.00 feet to a point; THENCE South  $89^{\circ}21'30''$  East, 39.07 feet to a point; THENCE South  $31^{\circ}29'35''$  East, 11.36 feet to a point; THENCE South  $85^{\circ}57'15''$  East, 274.05 feet to a point; THENCE North  $0^{\circ}15'56''$  West, 192.80 feet to a point; THENCE North  $4^{\circ}35'30''$  East, 198.45 feet to a point on the east line of said Document No. 98-007646 tract; THENCE South  $1^{\circ}27'50''$  East along said east line, 48.35 feet to the POINT OF BEGINNING.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
MAY 22, 2013  
GERHARD K. KOESTER  
82578PLS

EXPIRES 6/30/17

**BMP DESIGN LLC**

Civil Engineering & Land Surveying

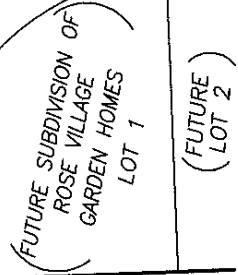
12214 SE MILL PLAIN BLVD. # 203. Vancouver, WA 98684

PH: 360.936.8426, FAX: 360.253.6054

[www.bmpdesign.us](http://www.bmpdesign.us)

EXHIBIT 'C'

DOCUMENT NO.  
2000-012531  
(PARCEL I)



5/8" I.R. W/YPC  
POINT OF BEGINNING

BOOK 525  
PAGE 79

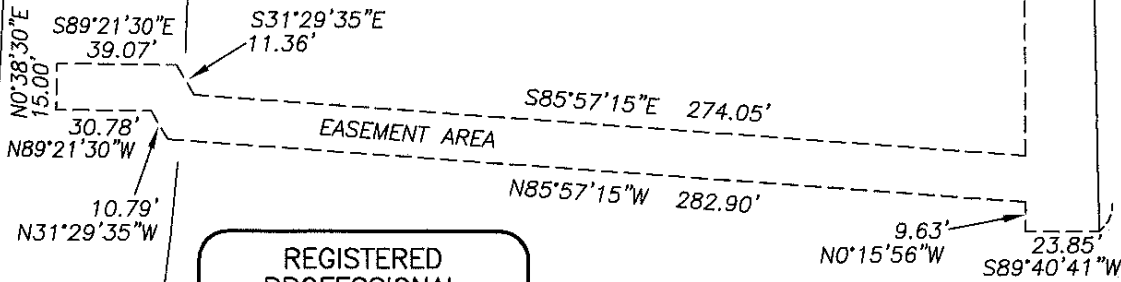
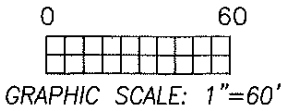
DOCUMENT NO.  
98-007646

EASEMENT AREA

**LEGEND**

- I.R. IRON ROD
- W/YPC WITH YELLOW PLASTIC CAP MARKED 'KOESTER 82578PLS'

TO COUNTRY VILLAGE DRIVE



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Gerhard K. Koester*  
 OREGON  
 MAY 22, 2013  
 GERHARD K. KOESTER  
 82578PLS

EXPIRES 6/30/17

**BMP DESIGN LLC**

Civil Engineering & Land Surveying

12214 SE MILL PLAIN BLVD. # 203. Vancouver, WA 98684

PH: 360.936.8426, FAX: 360.253.6054

www.bmpdesign.us





Gregory L. Geist  
Director

August 11, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Acceptance and Approval of Easement between the Tri-City Service District  
and Country Village Estates, LLC. for Sanitary Sewer Easement (20 Foot)

<b>Purpose/Outcomes</b>	A 20-foot wide easement from Country Village Estates, LLC to the Tri-City Service District for extension of public sanitary sewer in the Rose Village Garden Homes subdivision.
<b>Dollar Amount and Fiscal Impact</b>	There is no fiscal impact to the Tri-City Service District by accepting the easements or for construction. Ongoing operation of maintenance of the sanitary sewer will be budgeted with Tri-City Service District funds.
<b>Funding Source</b>	Tri-City Service District Operating Fund. No General Funds are impacted.
<b>Duration</b>	The subdivision is under construction and the Tri-City Service District required the acceptance and recording of the easement prior to final acceptance. Ongoing operation and maintenance of the sanitary sewer is the responsibility of the Tri-City Service District.
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Easement actions are a service of WES's Permits Program. This action supports program results to respond to development review submittals within fifteen (15) days.</li> <li>2. This action supports the Board of County Commissioners' goal to build a strong infrastructure.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, Surface Water Program Manager, WES, 503-742-4581
<b>Contract No.</b>	N/A

**BACKGROUND:**

This easement is needed for the extension of public sanitary sewer in the Rose Village Garden Homes subdivision and to provide for the Tri-City Service District's ("District") ownership, operation, and maintenance of a conveyance pipe from the subdivision to existing sanitary sewer infrastructure. The subject property is currently within the District and outside of Oregon City. Thus the District will be the owner and operator of the public sanitary sewers and the grantee of the proposed easement. The subdivision is under construction and the District required the acceptance and recording of the easements prior to final acceptance. Ongoing operation and maintenance of the sanitary sewer will be the responsibility of the District.

The attached sanitary sewer easement has been approved by County Counsel.

**RECOMMENDATION:**

District staff recommends the Board of County Commissioners, acting as the governing body of the Tri-City Service District, accept and approve the Easement between the Tri-City Service District and Country Village Estates, LLC. for Sanitary Sewer Easement.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

After recording, return to:  
Tri-City Service District No. 4  
150 S. Beaver Creek Road, Suite 430  
Oregon City, OR 97045

Date Accepted By Tri-City \_\_\_\_\_

Reserve this area for recording stamp

Board Order Approval \_\_\_\_\_

**SANITARY SEWER ACCESS EASEMENT  
TRI-CITY SERVICE DISTRICT**

KNOW ALL PERSONS BY THESE PRESENTS, that COUNTRY VILLAGE ESTATES, LLC, an Oregon Limited Liability Company hereinafter referred to as the Grantors, for the consideration hereinafter stated, paid by Tri-City Service District No. 4, hereinafter referred to as the District and the mutual benefit hereby gained, which consideration and benefit are hereby acknowledged and receipted by the Grantor, do hereby grant, bargain, sell, and convey unto the District, a permanent easement and right to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain sewers, wastewater, storm drainage or surface water pipelines, and all related facilities through, under and along the following described property in the County of Clackamas and State of Oregon:

**Tax Lot # 32E04A 00603**

- See Exhibit "A" the "Grantor Tract"
- See Exhibit "B" for permanent easement legal description.
- See Exhibit "C" for map of permanent easement.

If a temporary construction easement is granted, the temporary right shall cease when the construction or improvement of said facilities, is completed.

It is understood and agreed that no building shall be erected upon said easement premises without the written consent of the District. Following construction the District will restore area to original grade and stabilize the surface. The District will restore, as near as practical, the landscaping that may exist or be placed within this easement disturbed by construction, maintenance, repair, or replacement. The public, through the District, shall give reasonable notice to the landowner before activities in connection with surface water, storm drainage, or sanitary sewer facility are commenced and shall limit activities to those necessary to achieve the purpose of constructing, reconstructing, enlarging, replacing, repairing, inspecting or maintaining the facility.

Grantors agree to undertake no activity or otherwise harm or impair the easement area to prevent or impede the proper functioning of the District's system.

This instrument does not grant or convey to the District any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, constructing, reconstructing, replacing, operating, inspecting and maintaining the same. This instrument gives immediate possession of the foregoing premises.

The true and actual consideration for this transfer is: \$ 0 to be paid prior to construction; Gift  Non-monetary  Should a gift or non-monetary value be indicated, the Grantors acknowledge their right to just compensation and hereby waive their right to said compensation.

Grantor and Grantee signatures on following page:



### EXHIBIT "A" (Grantor's Tract)

Grantor's tract is described in Document No. 98-007646, Clackamas County Deed Records, maor particularly described as follows:

A tract of land in the LD.C Latourette Donation Land Claim No. 39 in the Northeast quarter of Section 4, township 3 South, Range 2 East and the Latourette Donation Land Claim No. 45 in the Southeast quarter of Section 3s, Township 2 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Commencing at the Southeast corner of said Latourette Donation Land Claim No. 39, which is monumented with a stone in a monument box; thence North  $57^{\circ}49'27''$  West, 1391.54 feet to a 2 inch iron pipe found at the initial point of COUNTRY VILLAGE AT-WALDOW VIEW ACRES, a subdivision plat of record (Book 87, page 8 in daid Clackamas County), said initial point being the true point of beginning; thence along the boundary line as follows: South  $01^{\circ}09'59''$  East, 831.72 feet; Souith  $87^{\circ}47'84''$  West, 177.00 feet; South  $01^{\circ}09'59''$  120.00 feet; South  $87^{\circ}47'54''$  West, 985.54 feet; North  $02^{\circ}24'43''$  West, 1152.60 feet; North  $38^{\circ}40'22''$  West, 1077 feet; North  $21^{\circ}01'1''$  East, 1722.22 feet: North  $89^{\circ}35'53''$  East, 424.50 feet; North  $00^{\circ}04'.90$  feet; North  $00^{\circ}04'00''$  West, 801.90 feet; North  $88^{\circ}11' 00''$  East, 247.07 feet; South  $00^{\circ}04'00''$  East, 42.54 feet; South  $04^{\circ}48'03''$  West, 128.08 feet; South  $89^{\circ}56'00''$  West, 29.46 feet; South  $00^{\circ}04'00'''$  East, 270.00 feet; North  $89^{\circ}56'00''$  East, 31.54 feet; South  $03^{\circ}59' 32''$  East, 129.83 feet; South  $05^{\circ}19'19''$  West, 214.34 feet; South  $02^{\circ}45'55''$  East, 231.34 feet; South  $80^{\circ} 58'39''$  East, 689.10 feet; South  $48^{\circ}16'03''$  East, 324,48 feet; South  $26^{\circ}13'42''$  West, 195.59 feet; South  $01^{\circ}06''49''$  East, 561.00 feet; South  $87^{\circ}24'01''$  West, 135.45 feet; South  $07^{\circ}17'44''$  East, 66.00 feet; North  $87^{\circ}38'48''$  East, 121.81 feet; South  $01^{\circ}07'43''$  East, 691.00 feet; South  $01^{\circ}29'25''$  East, 589.71 feet; to the above described true point of beginning.

## EXHIBIT "B"

A 20.00 foot wide strip being 10.00 feet wide on each side of centerline, lying over, across and within a portion of that tract of land described in Document No. 98-007646, Clackamas County Deed Records, situated in the northeast one-quarter of Section 4, Township 3 South, Range 2 East of the Willamette Meridian, in Clackamas County, Oregon, said centerline being more particularly described as follows:

COMMENCING at a five-eighths inch diameter by 30 inch long iron rod with a yellow plastic cap marked "KOESTER 82578PLS" found at the southwest corner of that tract of land described as Parcel 1 in Document No. 2000-012531, Clackamas County Deed Records; THENCE North  $1^{\circ}27'50''$  West along the west line of said Parcel 1 tract, which is coincident with the east line of said Document No. 98-007646 tract, 75.55 feet to a point; THENCE southwesterly 51.98 feet along the arc of a curve to the right which has a radius of 50.00 feet, a central angle of  $59^{\circ}34'10''$ , and a chord of 49.67 feet which bears South  $74^{\circ}29'44''$  West to a point of reverse curve; THENCE 24.51 feet along the arc of a curve to the left which has a radius of 200.50 feet, a central angle of  $7^{\circ}00'19''$ , and a chord of 24.50 feet which bears North  $79^{\circ}13'21''$  West to a point of tangency; THENCE North  $82^{\circ}43'31''$  West, 74.63 feet to a point of curve; THENCE 19.14 feet along the arc of a curve to the left which has a radius of 100.00 feet, a central angle of  $10^{\circ}57'54''$ , and a chord of 19.11 feet which bears North  $88^{\circ}12'28''$  West to a point of tangency; THENCE South  $86^{\circ}18'35''$  West, 126.36 feet to a point of curve; THENCE 61.72 feet along the arc of a curve to the left which a radius of 40.00 feet, a central angle of  $88^{\circ}24'51''$ , and a chord of 55.78 feet which bears South  $42^{\circ}06'10''$  West to a point of tangency; THENCE South  $2^{\circ}06'15''$  East, 340.11 feet to a point, said point being the TRUE POINT OF BEGINNING of the centerline being described; THENCE South  $2^{\circ}06'15''$  East, 2.09 feet to a point of curve; THENCE 130.74 feet along the arc of a curve to the right which has a radius of 400.00 feet, a central angle of  $18^{\circ}43'36''$ , and a chord of 130.16 feet which bears South  $7^{\circ}15'32''$  West to a point of tangency; THENCE South  $16^{\circ}37'20''$  West, 298.77 feet to the most northerly public right-of-way line of Country Village Drive and the POINT OF TERMINUS of said centerline, and the sidelines of said strip shall be prolonged or shortened so as to terminate at said most northerly public right-of-way line.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
MAY 22, 2013  
GERHARD K. KOESTER  
82578PLS

EXPIRES 6/30/17

**BMP DESIGN LLC**

Civil Engineering & Land Surveying

12214 SE MILL PLAIN BLVD. # 203. Vancouver, WA 98684

PH: 360.936.8426, FAX: 360.253.6054

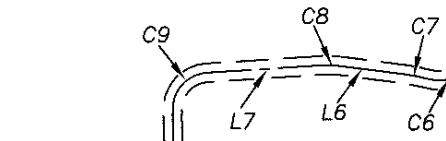
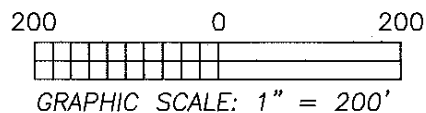
[www.bmpdesign.us](http://www.bmpdesign.us)

EXHIBIT "C"

DOCUMENT NO.  
98-007646

DOCUMENT NO.

2000-012531  
(PARCEL I)



N1°27'50"W  
75.55'

5/8" I.R. W/YPC

LINE TABLE		
LINE	BEARING	DISTANCE
L6	N82°43'31"W	74.63'
L7	S86°18'35"W	126.36'
L8	S2°06'15"E	340.11'
L9	S2°06'15"E	2.09'
L10	S16°37'20"W	298.77'

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Gerhard K. Koester*  
OREGON  
MAY 22, 2013  
GERHARD K. KOESTER  
82578PLS

EXPIRES 6/30/17

TRUE POINT OF  
BEGINNING

C10

EASEMENT  
AREA

20.00'  
10.00'  
10.00'

L10

POINT OF TERMINUS

COUNTRY VILLAGE DRIVE

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C6	50.00'	51.98'	59°34'10"	49.67'	S74°29'44"W
C7	200.50'	24.51'	7°00'19"	24.50'	N79°13'21"W
C8	100.00'	19.14'	10°57'54"	19.11'	N88°12'28"W
C9	40.00'	61.72'	88°24'51"	55.78'	S42°06'10"W
C10	400.00'	130.74'	18°43'36"	130.16'	S7°15'32"W

**LEGEND**

I.R. IRON ROD  
W/YPC WITH YELLOW PLASTIC CAP MARKED 'KOESTER 82578PLS'

**BMP DESIGN LLC**

Civil Engineering & Land Surveying

12214 SE MILL PLAIN BLVD. # 203. Vancouver, WA 98684

PH: 360.936.8426, FAX: 360.253.6054

www.bmpdesign.us



Gregory L. Geist  
Director

August 11, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Acceptance and Approval of Easement between the Tri-City Service District  
and Portland General Electric Company  
for Sanitary Sewer Easement

<b>Purpose/Outcomes</b>	Easement from Portland General Electric to the Tri-City Service District for extension of public sanitary sewer in the Rose Village Garden Homes subdivision.
<b>Dollar Amount and Fiscal Impact</b>	There is no fiscal impact to the Tri-City Service District by accepting the easements or for construction. Ongoing operation of maintenance of the sanitary sewer will be budgeted with Tri-City Service District funds.
<b>Funding Source</b>	Tri-City Service District Operating Fund. No General Funds are impacted.
<b>Duration</b>	The subdivision is under construction and the Tri-City Service District required the acceptance and recording of the easement prior to final acceptance. Ongoing operation and maintenance of the sanitary sewer is the responsibility of the Tri-City Service District.
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Easement actions are a service of WES's Permits Program. This action supports program results to respond to development review submittals within fifteen (15) days.</li> <li>2. This action supports the Board of County Commissioners' goal to build a strong infrastructure.</li> </ol>
<b>Contact Person</b>	Ron Wierenga, Surface Water Program Manager, WES, 503-742-4581
<b>Contract No.</b>	N/A

**BACKGROUND:**

This easement is needed for the extension of public sanitary sewer in the Rose Village Garden Homes subdivision and to provide for the Tri-City Service District's ("District") ownership, operation, and maintenance of a conveyance pipe from the subdivision to existing sanitary sewer infrastructure. The subject property is currently within the District and outside of Oregon City. Thus the District will be the owner and operator of the public sanitary sewers and the grantee of the proposed easement. The subdivision is under construction and the District required the acceptance and recording of the easements prior to final acceptance. Ongoing operation and maintenance of the sanitary sewer will be the responsibility of the District.

The attached sanitary sewer easement has been approved by County Counsel.



**RECOMMENDATION:**

District staff recommends the Board of County Commissioners, acting as the governing body of the Tri-City Service District, accept and approve the Easement between the Tri-City Service District and Portland General Electric Company for Sanitary Sewer Easement.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

After recording, return to:  
Tri-City Service District  
150 S. Beaver Creek Road, Suite 430  
Oregon City, OR 97045

Date Accepted By Tri-City \_\_\_\_\_

Board Order Approval \_\_\_\_\_

Reserve this area for recording stamp

**SANITARY SEWER EASEMENT  
TRI-CITY SERVICE DISTRICT**

KNOW ALL PERSONS BY THESE PRESENTS, that Portland General Electric Company, an Oregon corporation, hereinafter referred to as the Grantor, for the consideration hereinafter stated, paid by or on behalf of Tri-City Service District, hereinafter referred to as the District, and the mutual benefit hereby gained, which consideration and benefit are hereby acknowledged and receipted by the Grantor, does hereby grant, bargain, sell, and convey unto the District, a permanent easement and right to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain sanitary sewers and wastewater pipelines, and all related facilities through, under and along the a portion of the real property of Grantor located in the County of Clackamas and State of Oregon with Tax Lot # 32E04A 01500 The portion of Grantor's property burdened by this easement (the "Easement Area") is described in Exhibit A attached hereto.

It is understood and agreed that no building shall be erected upon said Easement Area without the written consent of the District. Power and communications lines and related facilities shall be permitted upon reasonable notice to District. All construction and maintenance by the District shall be in compliance with all applicable laws, rules and regulations. Following construction, the District will restore the Easement Area to original grade and stabilize the surface. The District will restore, as near as practicable, the landscaping that may exist or be placed within the Easement Area disturbed by construction, maintenance, repair, or replacement. The public, through the District, shall give reasonable notice to the Grantor before activities in connection with sanitary sewer facilities are commenced and shall limit activities to those necessary to achieve the purpose of constructing, reconstructing, enlarging, replacing, repairing, inspecting or maintaining the facilities within the Easement Area.

Grantor agrees to not take any action on the Easement Area that would harm or impair the easement area to prevent or impede the proper functioning of the District's improvements therein. Otherwise, Grantor reserves the unrestricted right to use the Easement Area for any purposes not materially inconsistent with the District's rights hereunder, including the right to grant to third parties the right to use and to convey the same.

This instrument does not grant or convey to the District any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, constructing, reconstructing, replacing, operating, inspecting and maintaining the same.

The true and actual consideration for this transfer is: \$ 0 to be paid prior to construction; Gift  Non-monetary  Should a gift or non-monetary value be indicated, the Grantor acknowledges its right to just compensation and hereby waives its right to said compensation.

The District accepts the Easement Area "as is" and without any representation or warranty from Grantor.

If the District shall fail to use this Easement for a continuous period of two (2) years, then this Easement shall terminate and all rights granted hereunder shall revert to Grantor.

The Easement Area may be relocated at any time at Grantor's sole discretion, provided that Grantor shall bear the reasonable cost of relocation. In such event, the District shall promptly execute and deliver to Grantor an instrument in recordable form for relocating the easement to the new easement area designated by Grantor and terminating the easement granted in this instrument.

The District assumes all risk of loss, damage or injuries of any kind which result from any use of the Easement Area and shall, within the limitations of the Oregon Constitution and the Oregon Tort Claims Act, indemnify, hold harmless, reimburse and defend Grantor from and against any and all claims, losses, damages, expenses and liabilities arising out of the construction, installation, maintenance, repair and replacement of the District's improvements and the acts or omissions of persons on the Easement Area on behalf of the District, except where arising out of or resulting from the negligence or willful misconduct of the Grantor. The Grantor agrees to indemnify, hold harmless, reimburse and defend District from and against any and all claims, losses, damages, expenses and liabilities arising out of the Grantor's acts or omissions of persons on the Easement Area on behalf of the Grantor, except where arising out of or resulting from the negligence or willful misconduct of the District.

IN NO EVENT SHALL GRANTOR BE LIABLE TO THE DISTRICT OR ANY THIRD PARTY FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN CONTRACT, TORT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM GRANTOR'S SOLE, JOINT OR CONCURRENT NEGLIGENCE.

Grantor and the District signatures on following page:



EXHIBIT 'A' page 1

An easement of variable width lying over, across and within a portion of that tract of land described in Book 525, Page 79, Clackamas County Deed Records, situated in the northeast one-quarter of Section 4, Township 3 South, Range 2 East of the Willamette Meridian, in Clackamas County, Oregon, said easement more particularly described as follows:

BEGINNING at a five-eighths inch diameter by 30 inch long iron rod with a yellow plastic cap marked "KOESTER 82578PLS" found on the east line of that tract of land described in Document No. 98-007646, Clackamas County Deed Records, at the southwest corner of that tract of land described as Parcel 1 in Document No. 2000-012531, Clackamas County Deed Records, said corner also being the northwest corner of said Book 525, Page 79 tract; THENCE North  $87^{\circ}44'21''$  East along the south line of said Document No. 2000-012531 tract, which is coincident with the north line of said Book 525, Page 79 tract, 17.08 feet to a point; THENCE South  $3^{\circ}54'52''$  West, 160.89 feet to a point; THENCE South  $0^{\circ}19'19''$  East, 175.15 feet to a point on the east line of said Document No. 98-007646 tract; THENCE North  $1^{\circ}12'28''$  West along said east line which is coincident with the west line of said Book 525, Page 79 tract, 335.07 feet to the POINT OF BEGINNING.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
MAY 22, 2013  
GERHARD K. KOESTER  
82578PLS

EXPIRES 6/30/17

**BMP DESIGN LLC**

Civil Engineering & Land Surveying

12214 SE MILL PLAIN BLVD. # 203. Vancouver, WA 98684

PH: 360.936.8426, FAX: 360.253.6054

[www.bmpdesign.us](http://www.bmpdesign.us)

EXHIBIT 'A' page 2

DOCUMENT NO.  
2000-012531  
(PARCEL I)

POINT OF BEGINNING  
5/8" I.R. W/YPC

(FUTURE  
TRACT 'C')

(FUTURE SUBDIVISION OF  
ROSE VILLAGE GARDEN HOMES  
LOT 1

(FUTURE  
LOT 2)



N87°44'21"E  
17.08'

BOOK 525  
PAGE 79

EASEMENT AREA

DOCUMENT NO.  
98-007646

N1°12'28"W 335.07'

S3°54'52"W 160.89'

S0°19'19"E 175.15'

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
MAY 22, 2013  
GERHARD K. KOESTER  
82578PLS

EXPIRES 6/30/17

**LEGEND**

I.R. IRON ROD  
W/YPC WITH YELLOW PLASTIC CAP MARKED 'KOESTER 82578PLS'

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