

# AGENDA

**Thursday, February 13, 2020 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2020-10

**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. Board Order No. \_\_\_\_\_ Regarding Approval to Allow Rose Villa, Inc. to Issue Revenue Bonds in an Amount Not to Exceed \$85,000,000 (Andrew Naylor, County Counsel)
2. **CONTINUED** *(from 1-30-2020)*  
First Reading of Ordinance No. \_\_\_\_\_ Adding Clackamas County Code Chapter 8.10, Short-Term Rentals to the Clackamas County Code, and Amending Clackamas County Code Chapter 2.07, Compliance Hearings Officer (Martha Fritize, Planning and Nate Boderman, 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 to Purchase Six Buses, Two Category B Transit Buses from Creative Bus Sales and Four Category D Buses from Creative Bus Sales for Use by the Mt. Hood Express Transit Service and Last Mile Shuttle Transit Service - *Procurement*

**B. Department of Transportation & Development**

1. Authorization to Purchase One 2021 114SD Freightliner Truck with Columbia Body Manufacturing Flatbed Installed for Transportation Maintenance - *Procurement*
2. Authorization to Purchase One 2021 114SD Freightliner Truck with Vector 2100i Combo Sewer Cleaner Installed for Transportation Maintenance - *Procurement*

**C. Finance Department**

1. Approval of a Contract with Umpqua Roofing Company, Inc. for the Brooks Building Re-Roof Project – *Procurement*

**D. Department of Communications (C-Com)**

1. Approval of the 2019 updated C-COM Member Board Charter

**E. Technology Services**

1. Approval of a Service Level Agreements between Clackamas Broadband eXchange and Astound Broadband, LLC for Dark Fiber Connection

**IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT (NCPRD)**

1. Approval of Amendment No. 1 to the Interagency Agreement between North Clackamas Parks & Recreation District and Health, Housing & Human Service, to Provide Social Services for Clackamas County Residents

**V. WATER ENVIRONMENT SERVICES**

1. Approval of PGE 2019 Renewable Development Fund Award to Water Environment Services Biogas Component of Water Resource Recovery Expansion Project

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

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



Elizabeth Comfort  
Finance Director, Interim

**Department of Finance**

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

February 13, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Public Hearing and Order Regarding Approval to Allow Rose Villa, Inc.  
to Issue Revenue Bonds in an Amount Not to Exceed \$85,000,000

Purpose/Outcome	Public Hearing & Order allowing Rose Villa, Inc. to issue bonds.
Dollar Amount and fiscal Impact	None. The County in no way will be obligated to pay, support, guarantee or otherwise be responsible for the debt.
Funding Source	Not Applicable
Duration	One time approval is the only involvement
Previous Board Action/Review	None
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding borrowing requests from third parties as required by law
County Counsel Review	This item has been reviewed by County Counsel
Contact Person	Andrew Naylor, Assistant County Counsel, 503-655-4623 Elizabeth Comfort, Interim Finance Director 503-742-5405

**BACKGROUND:**

Rose Villa, Inc., an Oregon nonprofit corporation (“*Rose Villa*” or “*Borrower*”) desires to issue debt to support expansion and improvements of their current facility located in Milwaukie, Oregon, in Clackamas County. This is allowed under existing tax law if certain procedures mandated under the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) are followed. First, the Borrower must partner with a Public Finance Authority to issue the debt. Clackamas County has empaneled and empowered the Hospital Facility Authority of Clackamas County, which met on the matter on January 22, 2020. Second, the Internal Revenue Code of 1986's Section 147(f) requires elected officials having jurisdiction over where Rose Villa operates -- in this case, the Board of County Commissioners -- must approve the issuance of the debt. This is done after appropriate notice is published at least 14 days in advance and a public hearing is held on the subject. A draft order allowing issuance of the requested bonds is attached hereto for the Board's consideration.

The hearing and granting approval to allow the issuance of the bonds to go forward is the entire extent of the County's involvement in the proposed debt issuance. The amount borrowed will not be a debt of the County, no taxes will be paid in support of the debt, and no guarantee or assurance or any credit-enhancing activity is being offered. If the Board votes to allow the issuance of the debt, it will be the sole responsibility of Rose Villa. If the Board votes against allowing the issuance, Rose Villa will not be able to issue the debt as currently contemplated.

Representatives of Rose Villa have provided background for inclusion in this report and will attend the hearing to provide public testimony as well. The project consists of finance or reimburse all or a portion of the costs of the construction, acquisition, development, improvement, renovation and equipping of an expansion project and other capital projects with respect to the Borrower's continuing care retirement community located in unincorporated Clackamas County, Oregon.

This Order has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board hold a public hearing on the subject, weigh the evidence presented thereby, and make a determination on whether or not to allow Borrower to issue the debt as planned. If the Board makes the determination, to allow the Borrower to issue the described debt, it will adopt the draft order attached hereto to effect the same.

Respectfully submitted,

Elizabeth Comfort  
Interim Finance Director

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

In the matter of approving the issuance of Senior Living Revenue Bonds (Rose Villa, Inc. Project), Series 2020 in a maximum aggregate issue price not to exceed \$85,000,000 issued by the Hospital Facility Authority of Clackamas County, Oregon



Order No.

Page 1 of 2

It appearing before the Board of County Commissioners of Clackamas County, Oregon (the “Board”) that the Hospital Facility Authority of Clackamas County, Oregon (the “Authority”), a public authority of the State of Oregon (the “State”) created by virtue of the authority of the Constitution and laws of the State, and particularly Oregon Revised Statutes Sections 441.525 to 441.595, inclusive, as amended, has received a request from Rose Villa, Inc., a nonprofit corporation duly organized and validly existing under the laws of the State (the “Borrower”), to issue senior living revenue bonds, in one or more series pursuant to a plan of finance, in a maximum aggregate issue price not to exceed \$85,000,000 (collectively, the “Bonds”);

The proceeds of the Bonds are expected to be used to finance all or a portion of the costs of the capital construction, development, improvement, renovation and equipping of the second stage of an expansion project and certain other capital improvements and renovations at the Borrower’s continuing care retirement facilities located within the boundaries of Clackamas County, Oregon (the “County”) at 13505 SE River Road, Milwaukie OR 97222 (collectively, the “Projects”);

The Internal Revenue Code of 1986 (the “Code”) authorizes the issuance of revenue bonds for a “qualified 501(c)(3) entity,” such as the Borrower;

Section 147(f) of the Code requires that qualified 501(c)(3) bonds be approved by the applicable elected representatives of the governmental unit (i) having jurisdiction over the area in which the Projects are located and (ii) issuing the Bonds, and the Board of the County are the applicable elected representatives of the governmental unit having jurisdiction over the area in which the Projects being financed with the proceeds of the Bonds are located and are the applicable elected representatives of the governmental unit issuing the Bonds;

On the date of this Order, the Board conducted a public hearing, adequate notice of this hearing having been published pursuant to Section 147(f) of the Code, to provide a reasonable opportunity for members of the public to express their views regarding the issuance of the Bonds and the uses and purposes of the proceeds of the Bonds;

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

In the matter of approving the issuance of Senior Living Revenue Bonds (Rose Villa, Inc. Project), Series 2020 in a maximum aggregate issue price not to exceed \$85,000,000 issued by the Hospital Facility Authority of Clackamas County, Oregon



Order No.

Page 1 of 2

The principal of and interest on the Bonds will not constitute a debt of the County, nor shall the Bonds be payable from a tax of any nature levied upon any property within the County, nor within any other political subdivision of the State. The Bonds will be special limited obligations of the Authority payable only from revenues and resources provided or arranged by the Borrower pledged to the payment of the Bonds and any credit enhancement arranged for the Borrower;

The Board finds that it would be in the best interest of the County to approve the issuance of the Bonds pursuant to the requirements of Section 147(f) of the Code, and the Board being fully advised;

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

(1) The Board, as the applicable elected representatives of the governmental unit on behalf of which the Bonds will be issued, and as the applicable elected representatives of the governmental unit having jurisdiction over the area in which the Projects are located, and having concluded that a public hearing was validly held to provide a reasonable opportunity for members of the public to express their views regarding the issuance of the Bonds and the uses and purposes of the proceeds of the Bonds, it does hereby approve the issuance of the Bonds by the Authority for the purpose of financing the Projects, in a maximum aggregate issue price not to exceed \$85,000,000.

(2) This Order is effective immediately upon passage.

**DATED** this 13<sup>th</sup> day of February 2020.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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



**OFFICE OF COUNTY COUNSEL**

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

**Stephen L. Madkour**  
 County Counsel

**Kathleen Rastetter**  
**Scott C. Ciecko**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
**Andrew R. Naylor**  
**Andrew Narus**  
**Sarah Foreman**  
 Assistants

February 13, 2020

Board of County Commissioners  
 Clackamas County

Members of the Board:

**First Reading of Ordinance No. \_\_\_\_\_, Adding Clackamas County Code Chapter 8.10, *Short-Term Rentals* to the Clackamas County Code, and Amending Clackamas County Code Chapter 2.07, Compliance Hearings Officer**

<b>Purpose/Outcomes</b>	<i>To add a new section to County Code implementing regulations related to short-term rentals, together with corresponding conforming amendments.</i>
<b>Dollar Amount and Fiscal Impact</b>	<i>Implementation of this program would require up to two additional full time employees (FTE), plus additional time for the code enforcement Hearing's Officer. Based on cost estimates from DTD and the Finance Department, the total cost to run the STR program annually will be approximately \$320,000.</i>
<b>Funding Source</b>	<i>Revenue generated from newly adopted registration fees, potential seed money from the Tourism and Cultural Affairs Department.</i>
<b>Duration</b>	<i>Indefinite.</i>
<b>Previous Board Action</b>	<i>Policy Sessions: March 13, 2019; June 11, 2019; August 6, 2019; September 25, 2019; October 22, 2019; January 14, 2020; and February 4, 2020. Public Hearing: January 30, 2020.</i>
<b>Strategic Plan Alignment</b>	<i>Ensure safe, healthy and secure communities. Build public trust through good government.</i>
<b>Contact Person</b>	<i>Martha Fritzie– 503-742-4529; Nate Boderman – 503-655-8364</i>
<b>Contract No.</b>	<i>N/A</i>

## **BACKGROUND:**

The Board of County Commissioners held a public hearing to take testimony on the proposed short-term rental ordinance on January 30, 2020. At that hearing, the Board voted to continue the first reading of the proposed ordinance to give the Board an opportunity to consider changes to the ordinance in response to the written and oral testimony provided by the public.

The Board held a Policy Session on February 4, 2020 and directed staff to make the following changes to the draft ordinance that was presented at the January 30, 2020 public hearing:

- To specifically allow guest houses to be used as short-term rentals, on the condition that those structures have indoor restroom facilities;
- To expand the proposed occupancy limits so that the total structure occupancy would be calculated by multiplying 2 occupants by the number of sleeping areas and adding an additional 4 occupants. For example, in a two bedroom dwelling unit, the maximum occupancy allowed by the ordinance would now be 8 (2 occupants x 2 sleeping areas + 4 additional occupants = 8 total occupants); and
- To revise the primary residence requirement in the Metro UGB to allow an owner to rent a short-term rental on a lot or parcel adjacent to their primary dwelling.

At the policy session, the majority of the Board also directed staff to implement fees to support the program, at a rate between \$800-\$900 every 2 years per registration, and to implement a fine structure that was generally consistent with other general code enforcement actions. Because fees and fines are adopted by resolution, a resolution will be prepared for adoption in the event this ordinance moves forward to a second reading.

Staff also made minor adjustments to the version of the ordinance that staff presented at the January 30, 2020 public hearing. Staff propose these changes primarily for purposes of consistency with other chapters in the County Code, particularly related to code compliance hearings and those procedures set out in County Code Chapter 2.07.



**RECOMMENDATION:**

Staff respectfully requests that the BCC hold this public hearing and schedule a second reading and public hearing of this ordinance on February 27, 2019, at 10 a.m., and to direct staff to draft a resolution establishing a registration fee, and establishing fine amounts for noncompliance with program requirements.

Respectfully submitted,



Nate Boderman

Assistant County Counsel

Attachments:

- A. ORDINANCE NO. \_\_\_\_\_, An Ordinance Adding Clackamas County Code Chapter 8.10, *Short-Term Rentals* to the Clackamas County Code, and Amending Clackamas County Code Chapter 2.07, *Compliance Hearings Officer*
- B. Draft Ordinance Redlined Against Version Presented at January 30, 2020 Hearing
- C. Additional Public Comment Received Since January 30, 2020 Hearing
- D. January 30, 2020 Staff Report, Including Public Outreach and Comments

**ORDINANCE NO. \_\_\_\_\_**

**An Ordinance Adding  
Clackamas County Code Chapter 8.10, *Short-Term Rentals*  
and Amending Clackamas County Code Chapter 2.07, *Compliance  
Hearings Officer***

WHEREAS, the Board of Commissioners of Clackamas County finds that a property owner’s short-term rental of a dwelling unit is an acceptable activity within the unincorporated areas of Clackamas County; and

WHEREAS, the Board finds that it is in the public’s interest to regulate short-term rentals in order to enhance public safety and livability; and

WHEREAS, the Board finds that the short-term rental of dwelling units could have negative impacts on the cost of housing in Clackamas County, and therefore wish to limit those impacts by requiring those short-term rentals located within the Portland Metropolitan Urban Growth Boundary to be located on the same tract as the owner’s primary residence,

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

**Section 1:** Chapter 8.10, as shown on Exhibit “A”, which is attached hereto and incorporated herein by this reference, is hereby added to the Clackamas County Code.

Section 2: Chapter 2.07 is hereby amended to add a reference to Chapter 8.10, *Short-Term Rentals*, in the second paragraph of Section 2.07.010 for purposes of clarifying that enforcement of the *Short-Term Rental* Chapter shall be processed under the provisions of Chapter 2.07.

**Section 2:** Effective Date. This Ordinance shall be effective on July 1, 2020.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

Ordinance No. \_\_\_\_\_

## Chapter 8.10

### 8.10 SHORT-TERM RENTALS

#### 8.10.010 Purpose

The purpose of this chapter is to regulate short-term rentals in order to enhance public safety and livability within the unincorporated areas of Clackamas County. Specifically, this chapter addresses public safety concerns typically associated with short-term rentals, and clarifies the process for both property owners and staff related to permitting short-term rentals and enforcing violations of these standards.

#### 8.10.020 Definitions

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter.

- A. ADMINISTRATOR means the County Administrator of Clackamas County or his/her designee.
- B. DWELLING UNIT is a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation, means a building, or portion thereof, with one or more rooms designed for residential occupancy by one family, or, as permitted under Chapter 8.10 for use as a short-term rental. For the purposes of this chapter only, a guest house is considered to be part of the dwelling unit to which it is accessory, even though it is a separate structure. Guest house shall have the meaning given to that term in Section 202 of the Clackamas County Zoning and Development Ordinance.
- C. OCCUPANTS means persons who are authorized to stay overnight within a short-term rental.
- D. OWNER is the owner or owners of a dwelling unit used as a short-term rental.
- E. PREMISES means the short term rental and the lot on which it is located.
- F. PRIMARY RESIDENCE means a dwelling unit where an owner lives most of the time. At a given time, an owner does not have more than one primary residence. For purposes of determining whether a dwelling unit is a primary residence, the County may consider factors that include, but are not limited to: whether the dwelling unit is the legal residence of the owner for purposes of voting, motor vehicle/driver licensing, income tax calculation, and the time the owner has spent at the dwelling unit.
- G. REGISTRANT means the owner, or agent of the owner, designated on the registration to act for the owner, who is responsible for ensuring the short-term rental adheres to all applicable requirements to maintain a short-term rental registration.
- H. REGISTRATION means a short-term rental registration.
- I. SHORT-TERM RENTAL means a dwelling unit, or portion of a dwelling unit, that is rented to any person or entity for lodging or residential purposes, for a period of up to 30 consecutive nights.
- J. SLEEPING AREA means a room or other space within a dwelling unit designed and intended primarily for sleeping.

**8.10.030 Applicability**

This chapter shall apply within the unincorporated areas of Clackamas County including within urban growth boundaries, but shall not apply within the boundaries of any incorporated city. This chapter does not apply to hotels, motels, bed and breakfast facilities, hostels, campgrounds, recreational vehicle (RV) camping facilities, or organizational camps.

**8.10.040 Short-Term Rental Registration Requirements and Fee**

- A. All short-term rentals shall be registered, except that any short-term rental that qualifies for an exemption to the Transient Room Tax under Section 8.02.060(C), as “incidental” use of the property, shall be exempt from the registration requirements set forth herein.
- B. Application forms for a registration for a short-term rental will be available at County offices. Applications for initial and renewal registrations for a short-term rental must be submitted to the County and must be signed under penalty of perjury. The application documents must include at least the following:
1. The location of the premises.
  2. The true names, telephone numbers, and addresses and any aliases of the persons that have, or have had within the preceding year, a financial interest in the premises.
  3. A Land Use Compatibility Statement, signed by a Planning & Zoning Division representative, affirming that the short-term rental ~~has met all applicable requirements in the Clackamas County Zoning and Development Ordinance for a short-term rental and that the dwelling unit~~ complies with Section 8.10.060(A).
  4. Signed affidavit of compliance with all building and fire standards in Section 8.10.060(G), and all applicable requirements in Section 8.10.060(D-F).
  5. Evidence that all current taxes and fees owed to Clackamas County have been paid for the premises.
  6. Evidence that a Transient Room Tax registration form has been submitted to the County.
  7. The name, telephone number, and address of a contact person who shall be responsible and authorized to respond to complaints concerning the use of the short-term rental.
  8. Proof of liability insurance coverage on the short-term rental.
  9. A statement that the registrant of the short-term rental has met and will continue to comply with the standards and requirements of this chapter.
  10. A site plan that identifies, at a minimum, all structures on the property, driveway(s), off-street parking spaces, and garbage receptacles.
  11. A dwelling unit floor plan that identifies, at a minimum, all sleeping areas and other rooms in the dwelling unit.
  12. If the premises includes a guest house to be used as a short-term rental, verification that the guest house is equipped with indoor plumbing equipped with a water closet, lavatory, shower, bathtub or combination bath/shower. All plumbing fixtures must be connected to an approved water supply, and an approved sanitary sewer or private sewage system.
- C. A separate registration application must be submitted for each proposed short-term rental; however only one short-term rental registration shall be approved per dwelling unit.

- D. At the time of submission of a short-term rental registration application, the registrant must pay a short-term rental registration fee. The fee amount shall be set by resolution of the Board of County Commissioners.
- E. A registration is transferable to a new registrant, so long as the new registrant submits notification to the administrator, signed by the original registrant, of the transfer and agrees in writing to comply with the requirements of this chapter. A change of registrant notification form will be available at County offices.
- F. No short-term rental may be publicly advertised for rent unless it has been registered with the County-

#### 8.10.050 Registration Termination – Renewal – Fee

- A. A short-term rental registration terminates automatically two years after the date of issuance, unless a newly approved registration application is approved by the county.
- B. Registrants wishing to continue uninterrupted operation of a short-term rental shall submit a new application to the County a minimum of 30 days prior to the expiration of the registration.
- C. At the time of submission of a new short-term rental registration application, the registrant must pay the short-term rental registration application fee. The fee amount shall be set by resolution of the Board of County Commissioners.
- D. A short-term rental registration terminates automatically if state statutes, regulations or guidelines are modified or changed to prohibit operation of the short-term rental under this chapter.

#### 8.10.060 Standards and Conditions

Any short-term rental must comply with the following standards at all times, in addition to any other state and local requirements:

- A. Dwelling Unit. The short-term rental must be operated within a legally-established, permanent dwelling unit. ~~The dwelling unit associated with a short-term rental shall not have been established through a land use approval or other approval process that specifically limited the use of the dwelling unit, the occupancy of the dwelling unit, or the duration of the existence of the dwelling unit. Examples of non-qualifying dwellings include those approved as an accessory farmworker dwelling, a caretaker dwelling, or a temporary dwelling for care.~~
  - 1. The dwelling unit associated with a short-term rental shall not have been established through a land use approval or other approval process that specifically limited the use of the dwelling unit, the occupancy of the dwelling unit, or the duration of the existence of the dwelling unit. Examples of non-qualifying dwellings include those approved as an accessory farmworker dwelling, a caretaker dwelling, or a temporary dwelling for care.
  - 1.2. ~~Guest houses or other similar structures are not considered to be dwelling units under the county's zoning and development ordinance and may only not be used as a short-term rental where a registrant can demonstrate that the structure is equipped with~~

indoor plumbing equipped with a water closet, lavatory, shower, bathtub or combination bath/shower.

- 2.—Temporary sleeping accommodations such as tents and recreational vehicles are not considered to be dwelling units under the county’s zoning and development ordinance and may not be used as a short-term rental.

B. Maximum Overnight Occupancy. The number of overnight occupants in the short-term rental shall not exceed the number of occupants authorized in the registration. The maximum overnight occupancy shall be clearly posted in the short-term rental, disclosed in any advertising of the availability of the short-term rental, and included in any rental agreement with tenants. The maximum overnight occupancy authorized in the registration for the short-term rental shall be calculated as follows:

1. Two occupants per sleeping area, plus ~~two~~ four additional occupants.
2. Roll-out beds, fold-out couches, or other similar temporary beds shall not be considered a “sleeping areas” for the purposes of calculating maximum allowed occupancy, but could accommodate the ~~two~~ four additional occupants.

~~3.—Children under the age of two shall not be counted as occupants.~~

- 4.—In no case shall more than 15 occupants be authorized by a short-term rental registration. If only a portion of a dwelling unit is used as a short-term rental, all occupants, including those occupying the portion of the dwelling unit not used as a short-term rental, shall be counted toward the 15-occupant maximum.

~~5.3.~~

~~C.—~~ Noise. Notice shall be clearly posted in the short-term rental that identifies and informs occupants of their obligation to abide by the County’s current noise control ordinance standards (Clackamas County Code Chapter 6.05).

~~D.C.~~

~~E.D.~~ Parking. One off-street motor vehicle parking space per two sleeping areas is required. Garage space may be used to meet required parking standards if evidence is provided that there is sufficient cleared garage space to fit a vehicle(s). All required parking spaces must be available for occupants to use.

1. If the short-term rental contains only one sleeping area, one off-street parking space is required.
2. If the short-term rental cannot provide the required number of parking spaces based on sleeping areas, the registrant may request a reduced maximum overnight occupancy based on available parking. In no case shall the registrant advertise for, or rent to, more persons than are authorized under the reduced maximum occupancy total.

~~3.—~~In no event shall vehicles block access for emergency vehicles, block access to the premise, or block a parked motor vehicle. Violation of this section may subject the offending vehicle to immediate tow pursuant to ORS 98.853.

~~4.3.~~

~~F.—~~ Garbage. All garbage from a short-term rental shall be legally removed from the premises by the owner, occupant or franchised service provider at least once per week during any week, or portion thereof, in which the short-term rental is occupied. All outdoor garbage receptacles shall be covered. Recycling container(s) shall be available for use by renters.

~~G.E.~~

~~H.~~ Registration Identification. The registration identification number assigned to the short-term rental by the administrator shall be included on any advertisement or rental platform where the short-term rental is offered to the public for occupancy.

~~I.F.~~

Building and Fire Safety. A short-term rental shall comply with all ordinances that apply to a dwelling, and all structural components shall be kept in sound condition and good repair. In addition:

1. Working smoke detectors and carbon monoxide detectors shall be installed and maintained in locations as required ~~in by the~~ Oregon Residential Specialty Code ~~sections R314.3 and R315.3.~~
2. Two (2) working fire extinguishers shall be provided in the unit, with one of the extinguishers placed within the kitchen in an easily accessible location
3. Code-compliant pool and hot tub barriers shall be present, if applicable.
4. Every sleeping area shall have not less than one operable emergency escape and rescue opening, including basement sleeping areas. Emergency escape and rescue openings shall have a net clear opening of not less than 5.0 square feet. The net clear height shall not be less than 24 inches, and the net clear width shall not be less than 20 inches.
5. All exterior building exits shall be clear, operable and available to renters.
6. All electrical wiring shall be covered, and wall outlets, switches and junction boxes shall have code-approved covers in place.
7. Electrical panels shall have a clear ~~working area~~ space of at least 30 inches ~~from each side~~ ~~wide in front of the panel side~~, and ~~a clear space~~ 78 inches high in front of the panel. All circuit breakers and/or fuses shall be clearly labeled in the event the power needs to be shut off to a certain area or appliance.
8. All restrictions and prohibitions for burning as determined by the local Fire District shall be observed. All wood-burning fire pits and fireplaces shall be covered or made otherwise unavailable during burn prohibition periods. Contact information for the local Fire District shall be clearly posted in the short-term rental.
- ~~9.~~ The dwelling shall have no open building or zoning code violations.

~~10.9.~~

For any short-term rental located within the Portland Metropolitan Urban Growth Boundary, the dwelling unit to be used as a short-term rental must be located on the same ~~lot of record tract~~ as the owner's primary residence. However, the owner is not required to be present on the ~~lot of record tract~~ when the short-term rental is occupied. Tract shall be defined as set forth in Section 202 the County's Zoning and Development Ordinance.

#### 8.10.70 Registration Review

- A. The administrator shall, within thirty (30) days after receipt of a complete application for a short-term rental registration and applicable fee, either issue the owner a registration or provide notice of denial.
- B. Upon approval, the administrator shall furnish notice of the approval to all property owners of record within 300 feet of the premises, and contiguous properties under the same ownership. This approval notice shall provide the name, telephone number, and

address of a contact person who shall be responsible and authorized to respond to complaints concerning the use of the short-term rental.

- C. The administrator may deny a registration application for failure to submit the materials or fee set forth in Section 8.10.040, for failure to meet the standards and conditions set forth in Section 8.10.060, for submitting falsified information to the County, or for noncompliance with any other applicable County ordinances.

#### **8.10.080 Examination of Books, Records and Premises**

To determine compliance with the requirements of this chapter, the Clackamas County Zoning and Development Ordinance, and any local tax measures, the administrator may examine or cause to be examined by an agent or representative designated by the administrator, at any reasonable time, the premises, and any and all financial, operational and facility information, including books, papers, and state and federal income tax returns. Every owner is directed and required to furnish to the administrator the means, facilities and opportunity for making such examinations and investigations.

#### **8.10.090 Emergency Revocation**

- A. In the sole determination of the Clackamas County Building Official, when a violation of the building code or applicable county ordinance exists at a short-term rental that presents an immediate serious fire or life safety risk, the Clackamas County Building Official may immediately revoke the short-term rental registration as a fire or life safety risk. The Clackamas County Building Official shall provide written documentation of the violation, and notification of the owner's right to appeal, as provided in 8.10.100.
- B. Upon an emergency revocation, the short-term rental shall not be rented or used as a short-term rental unless the revocation is withdrawn or a new short-term rental registration has been obtained.
- C. At any time following the emergency revocation of a short-term rental registration pursuant to this subsection, the Clackamas County Building Official may reinstate the ~~permit registration~~ upon a re-inspection by the Clackamas County Building Official verifying that the subject building code or county ordinance violation has been corrected.

#### **8.10.100 Administration and Enforcement**

The County encourages owners, registrants, occupants, and affected residents and owners of nearby properties, to cooperate directly to resolve conflicts arising from the occupancy of any short-term rental. Along those lines, the first attempt to remedy a violation of any of the standards in this chapter should be to contact the representative associated with the registration, as identified in the approval notice and the required short-term rental posting. In the event that the listed representative does not respond within 24 hours or does not adequately remedy the issue, the ~~Code Enforcement Division of the Clackamas County~~ Department of ~~Transportation and Development~~ Finance should be notified.

- A. ~~Except as otherwise provided for in state law or in the Clackamas County Code, ff~~ or acts of noncompliance, the Code Enforcement ~~Division Program~~ of the Department of Transportation and Development ~~or the Finance Department, as appropriate,~~ shall administer, supervise, and perform all acts necessary to enforce this chapter or any other chapters of the Clackamas County Code applicable to short-term rentals, except as



- otherwise provided for in state law or in the Clackamas County Code, including those regulations for which the Clackamas County Sheriff's Office has been vested with enforcement authority.
- B. Except Citation: as otherwise provided in this chapter, Chapter 2.07 of the Clackamas County Code shall govern the process for enforcement of this chapter, including but not limited to the notice and procedures associated with any compliance hearing whenever an owner operates a short-term rental which is found in violation of, or contrary to, any provision of this chapter, that owner may be issued a citation.
- C. Forms of Citation: the form for the citation to be issued under this chapter shall contain the following: a description of the specific violation alleged, the name and address of the person producing or permitting the violation, the time and place of the occurrence of the violation, the name and address of the office of the Code Enforcement Division of the Department of Transportation and Development, a form for admitting or denying the violation, and a schedule of the forfeiture amounts for specific violations. An owner that operates a short-term rental without an approved registration, or fails to pay the fees prescribed herein, shall be subject to immediate citation. Additionally, an owner that fails to pay the fees prescribed herein, or the transient room tax as prescribed in Chapter 8.02 of the Clackamas County Code, may have their short-term rental registration immediately suspended. ~~may have their short-term rental registration immediately revoked.~~
- D. A person who receives a citation for violation of this chapter shall respond within fourteen (14) days of the issuance of the citation by payment of any penalties established under this chapter, or by requesting a hearing as provided in this section.
- E. In addition to citation, the Code Enforcement Division Program of the Department of Transportation and Development may require an inspection of the premises:
1. Require an inspection of the premises;
  2. Suspend the short-term rental registration until the short-term rental is in compliance with the standards and conditions set forth in Section 8.10.060; or
  3. If there have been three separate violations of this chapter related to the same short-term rental within the applicable two-year registration period, revoke the short-term rental registration.
- F. In addition to citation, the Hearings Officer may:
1. Suspend the short-term rental registration until the short-term rental is in compliance with the standards and conditions set forth in Section 8.10.060; or
  2. Revoke the short-term rental registration if there have been three separate violations of this chapter related to the same short-term rental within the applicable two-year registration period.
- G. Alleged acts of noncompliance must be based on either:
1. The personal observation of the Sheriff or designee, code enforcement officer, or Clackamas County Department of Finance staff; or
  2. A determination by the Sheriff or designee, code enforcement officer, or Clackamas County Department of Finance staff that there are reasonable grounds to conclude that the alleged acts of noncompliance did, in fact, occur, after either an investigation or following a sworn statement of a person who personally witnessed the alleged incident.

A person who is denied a short-term rental registration, or who has its registration suspended or revoked may request a hearing as provided in this section.

G. — A person who receives a citation for violation of this chapter may deny all or part of the alleged violation by completing an appropriate response form, attached to the citation, and mailing or delivering it to the Code Enforcement Division of the Department of Transportation and Development or to the Finance Department, as indicated on the citation. Upon receipt, the appropriate County department shall forward the form to the office of the hearing officer.

H. — A person who is denied a short-term rental registration, or who has its registration suspended or revoked may appeal the determination by completing an appropriate appeal form, and mailing or delivering it to the Code Enforcement Division of the Department of Transportation and Development or to the Finance Department, as indicated on the determination. Upon receipt, the appropriate County department shall forward the form to the office of the hearing officer.

I. — Except as otherwise provided in this chapter, Chapter 2.07 of the Clackamas County Code shall govern the process for enforcement of this chapter, including but not limited to the notice and procedures associated with any compliance hearing.

#### **8.10.110 Penalties**

Violation of this chapter shall be punishable by suspension or revocation of a short-term rental registration, or by a penalty or fine in an amount set by resolution of the Board of County Commissioners. Except in the case of an emergency revocation, any owner may not obtain or renew a short-term registration on the premises sooner than one year after the date of revocation.

**Fritzie, Martha**

---

**From:** Rogalin, Ellen  
**Sent:** Wednesday, February 5, 2020 12:39 PM  
**To:** Fritzie, Martha; Hughes, Jennifer; Boderman, Nathan; Rozzell, Matthew; Amend, Michelle  
**Subject:** FW: Short-term rental regulations update

More on the "guest" issue. This has already been sent to the BCC.

**Ellen Rogalin, Community Relations Specialist**

503-742-4274

Office hours: 9 am – 6 pm, Monday-Friday

**From:** Rob Bruce <rrbruce@outlook.com>  
**Sent:** Wednesday, February 5, 2020 12:30 PM  
**To:** Frances <franmazzara@gmail.com>; Rogalin, Ellen <EllenRog@clackamas.us>  
**Cc:** gracehumberston@yahoo.com; Cowan, Danielle <Danielle@mthoodterritory.com>; BCCMail <BCCMail@clackamas.us>  
**Subject:** RE: Short-term rental regulations update

Hi Ellen,

I'm glad Fran and Joe responded before I did, they were much nicer than I was going to be.

This has hit the out of control point. This has now drug on for YEARS. We have participated, supported where allowed or were able. We have done all that has been asked of us.

Next time we have an "Event" make sure I have your number and I will call you and you can call the Sheriffs office and you can place the call and get yelled at. Please forward your home phone asap so I can call you between 2am and 3am and keep you up for a few hours. This email is fine to send that # to. Ohh, you are not willing to do that?.....but its ok for us to be forced to. No.

Give the Sheriff some teeth or force them to handle it, set some reasonable laws, that's all we are asking and get this done before we all are forced to take further action against the county. Because its coming sooner than you think.

Questions?

Rob Bruce 503-502-1821 [rrbruce@outlook.com](mailto:rrbruce@outlook.com)

Not so patiently waiting your response.

**From:** Frances <franmazzara@gmail.com>  
**Sent:** Wednesday, February 5, 2020 11:49 AM  
**To:** 'Rogalin, Ellen' <EllenRog@clackamas.us>  
**Cc:** [rrbruce@outlook.com](mailto:rrbruce@outlook.com); [gracehumberston@yahoo.com](mailto:gracehumberston@yahoo.com); [danielle@mthoodterritory.com](mailto:danielle@mthoodterritory.com); [BCC@clackamas.us](mailto:BCC@clackamas.us)  
**Subject:** RE: Short-term rental regulations update

No where in the proposed regulations or suggested changes do the regulations address the issue of someone renting the STR and then using the premise to invite excessive numbers of people to utilize the facility as THEIR GUESTS. This was brought up by more than one person testifying at the meeting on Jan. 30.

As I and others have stated... the owner rents to a couple who in turn invite 25, 50, 75 guests to come party in their rented home. The only County ordinance that applies addresses "noise levels", an issue the police do not have time or equipment to address, get's ignored as soon as the police leave and is like using a fly swatter to deal with a cougar attack. A one-time party...a neighbor hosts a 4<sup>th</sup> of July party, and anniversary, their daughter's Sweet 16...could be annoying with cars and noise. But we are discussing a weekly event with up to 4 house in our neighborhood.

Often these parties run all night and the partiers are gone by the next day. The registered guests may stay another day..., but they to leave never to be seen again. The management companies declare to the absentee owner who hires them that they checked the home out after a complaint and swear it was only the renters and 1 other couple, yet we have pictures and statements it was a wedding, celebration etc. with over 50 invited. Often we are cursed at and physically threatened.

THESE ARE WEEKLY ....what protects the homeowners who live there? What recourse do we have? We did not knowingly move onto the set of "Animal House". Is our only recourse a lawsuit against the County for causing a depreciation in our property values due to their actions. I know a precedence has been set on this issue. I hate to get nasty..., but we can no longer enjoy our property, especially during the summer months. We no longer have unfettered access to our homes. Emergency vehicles can not safely access our road. Public services such as snow plows, delivery trucks and garbage trucks cannot access our road, denying us the services we pay for. Our sleep is constantly disturbed by the noise and actions of the partiers having a good time (sometimes inebriated, physically ill or fighting). Trash is strewn into our yards and woods.

PLEASE..., we are asking for your understanding and help. So far the remedies offered do not address this issue, *Abuse of the privilege of a short-term rental....* The Sheriff's Dept. tell us there is nothing they can do, yet we are told to call them. The Zoning Dept. is the same. By granting the privilege of Short Term Rentals you are giving rights to only one side in this situation and ignoring the effects it has on the rest of us. This is our home, in a residential neighborhood not an area zoned for business, yet we are now surrounded by businesses under the guise of *innocent people renting their vacation home out temporarily when they are not using it.*

**We need a tool to be able to stop these abuses and the "noise" ordinance is not that tool.** We realize this is not an easy problem.... many jurisdiction resolve it by banning STR's. (Miami, Oahu, Barcelona, Rome, Paris, London... to name a few of the better known jurisdictions). But the abuses must stop.

Thank You  
FRAN & JOE MAZZARA

**From:** Rogalin, Ellen <EllenRog@clackamas.us>  
**Sent:** Wednesday, February 5, 2020 9:50 AM  
**To:** Rogalin, Ellen <EllenRog@clackamas.us>  
**Cc:** Fritzie, Martha <MFritzie@clackamas.us>  
**Subject:** Short-term rental regulations update

Good morning,

On January 30, the County Board of Commissioners held its first public hearing on the proposed new regulations on short-term/vacation rentals in unincorporated Clackamas County. Before the meeting the commissioners received the results of the online questionnaire and additional public comments submitted by email.

After hearing testimony from 16 people, the board decided to extend the first public hearing until Thursday, Feb. 13, and asked to meet with staff to discuss the issues at a policy session.

That policy session was held yesterday afternoon. After much discussion, the Board of Commissioners continued to support the draft regulations, but did ask staff to make the following changes:

- Allow guest houses to be used as short-term rentals. (Current county code prohibits guest houses – defined as an adjacent sleeping area without a kitchen or laundry – from being rented.)
- Increase the maximum occupancy per short-term rental to two people multiplied by the number of sleeping areas plus four additional people. (For example, a two-bedroom home would have a

maximum occupancy of eight people.) The total maximum occupancy for any short-term rental, even one with six or more sleeping areas, would remain at 15 people.

- Allow owners of short-term rentals in unincorporated Clackamas County inside the Portland urban growth boundary (UGB) to use a dwelling or guest house on a lot adjacent to their primary residence to be used as a short-term rental. (The current proposed language requires a short-term rental in the UGB to be the owner's primary residence or located on the same lot as the owner's primary residence.)
- Set fines for violation of short-term rental regulations similar to those for many other code enforcement violations -- \$250 for first citation, \$500 for second citation, \$75/month administrative fee while the case is open, and additional charges for each day the violation continues.

The updated draft regulations will be available online at [www.clackamas.us/planning/str](http://www.clackamas.us/planning/str) later this week. As before, people who wish to comment are invited to send an email to Senior Planner Martha Fritzie at [mfritzie@clackamas.us](mailto:mfritzie@clackamas.us) or testify in person at the continuation of the first hearing or the second hearing. Both hearings will be in the Board Meeting Room on the 4<sup>th</sup> floor of the Public Services Building, 2051 Kaen Road, Oregon City.

- Continuation of first public hearing: Board of Commissioners Business Meeting, **10 a.m., Thursday, Feb. 13**
- Second public hearing and Board action: Board of Commissioners Business Meeting, **10 a.m., Thursday, Feb. 27**

Thank you for your continued interest.

***Ellen Rogalin, Community Relations Specialist***

Clackamas County Public & Government Affairs

*Transportation & Development | Business & Community Services*

503-742-4274 | 150 Beaver Creek Road, Oregon City, OR 97045

*Office hours: 9 am – 6 pm, Monday-Friday*

---

Spam Email

Phishing Email

**Fritzie, Martha**

---

**From:** Rogalin, Ellen  
**Sent:** Wednesday, February 5, 2020 12:16 PM  
**To:** Boderman, Nathan; Hughes, Jennifer; Fritzie, Martha; Rozzell, Matthew; Amend, Michelle  
**Subject:** STR folks who invite guests?  
**Expires:** Monday, August 3, 2020 12:00 AM

Just got the email below from Fran Mazzara. She brings up the point, which I don't think we've discussed, of guests – see below. I don't know that there's anything we can do about this, but thought we should consider it.

Thoughts?

***Ellen Rogalin, Community Relations Specialist***

503-742-4274

*Office hours: 9 am – 6 pm, Monday-Friday*

**From:** Frances <franmazzara@gmail.com>  
**Sent:** Wednesday, February 5, 2020 11:49 AM  
**To:** Rogalin, Ellen <EllenRog@clackamas.us>  
**Cc:** rrbruce@outlook.com; gracehumberston@yahoo.com; Cowan, Danielle <Danielle@mthoodterritory.com>; BCCMail <BCCMail@clackamas.us>  
**Subject:** RE: Short-term rental regulations update

No where in the proposed regulations or suggested changes do the regulations address the issue of someone renting the STR and then using the premise to invite excessive numbers of people to utilize the facility as THEIR GUESTS. This was brought up by more than one person testifying at the meeting on Jan. 30.

As I and others have stated... the owner rents to a couple who in turn invite 25, 50, 75 guests to come party in their rented home. The only County ordinance that applies addresses "noise levels", an issue the police do not have time or equipment to address, get's ignored as soon as the police leave and is like using a fly swatter to deal with a cougar attack. A one-time party...a neighbor hosts a 4<sup>th</sup> of July party, and anniversary, their daughter's Sweet 16...could be annoying with cars and noise. But we are discussing a weekly event with up to 4 house in our neighborhood.

Often these parties run all night and the partiers are gone by the next day. The registered guests may stay another day..., but they to leave never to be seen again. The management companies declare to the absentee owner who hires them that they checked the home out after a complaint and swear it was only the renters and 1 other couple, yet we have pictures and statements it was a wedding, celebration etc. with over 50 invited. Often we are cursed at and physically threatened.

THESE ARE WEEKLY ....what protects the homeowners who live there? What recourse do we have? We did not knowingly move onto the set of "Animal House". Is our only recourse a lawsuit against the County for causing a depreciation in our property values due to their actions. I know a precedence has been set on this issue. I hate to get nasty..., but we can no longer enjoy our property, especially during the summer months. We no longer have unfettered access to our homes. Emergency vehicles can not safely access our road. Public services such as snow plows, delivery trucks and garbage trucks cannot access our road, denying us the services we pay for. Our sleep is constantly disturbed by the noise and actions of the partiers having a good time (sometimes inebriated, physically ill or fighting). Trash is strewn into our yards and woods.

PLEASE..., we are asking for your understanding and help. So far the remedies offered do not address this issue, *Abuse of the privilege of a short-term rental....* The Sheriff's Dept. tell us there is nothing they can do, yet we are told to call them. The Zoning Dept. is the same. By granting the privilege of Short Term Rentals you are giving rights to only one side in this situation and ignoring the effects it has on the rest of us. This is our home, in a residential neighborhood not an area zoned for business, yet we are now surrounded by businesses under the guise of *innocent people renting their vacation home out temporarily when they are not using it.*

**We need a tool to be able to stop these abuses and the "noise" ordinance is not that tool.** We realize this is not an easy problem.... many jurisdiction resolve it by banning STR's. (Miami, Oahu, Barcelona, Rome, Paris, London... to name a few of the better known jurisdictions). But the abuses must stop.

Thank You  
FRAN & JOE MAZZARA

**From:** Rogalin, Ellen <EllenRog@clackamas.us>  
**Sent:** Wednesday, February 5, 2020 9:50 AM  
**To:** Rogalin, Ellen <EllenRog@clackamas.us>  
**Cc:** Fritzie, Martha <MFritzie@clackamas.us>  
**Subject:** Short-term rental regulations update

Good morning,

On January 30, the County Board of Commissioners held its first public hearing on the proposed new regulations on short-term/vacation rentals in unincorporated Clackamas County. Before the meeting the commissioners received the results of the online questionnaire and additional public comments submitted by email.

After hearing testimony from 16 people, the board decided to extend the first public hearing until Thursday, Feb. 13, and asked to meet with staff to discuss the Issues at a policy session.

That policy session was held yesterday afternoon. After much discussion, the Board of Commissioners continued to support the draft regulations, but did ask staff to make the following changes:

- Allow guest houses to be used as short-term rentals. (Current county code prohibits guest houses – defined as an adjacent sleeping area without a kitchen or laundry – from being rented.)
- Increase the maximum occupancy per short-term rental to two people multiplied by the number of sleeping areas plus four additional people. (For example, a two-bedroom home would have a maximum occupancy of eight people.) The total maximum occupancy for any short-term rental, even one with six or more sleeping areas, would remain at 15 people.
- Allow owners of short-term rentals in unincorporated Clackamas County inside the Portland urban growth boundary (UGB) to use a dwelling or guest house on a lot adjacent to their primary residence to be used as a short-term rental. (The current proposed language requires a short-term rental in the UGB to be the owner's primary residence or located on the same lot as the owner's primary residence.)
- Set fines for violation of short-term rental regulations similar to those for many other code enforcement violations -- \$250 for first citation, \$500 for second citation, \$75/month administrative fee while the case is open, and additional charges for each day the violation continues.

The updated draft regulations will be available online at [www.clackamas.us/planning/str](http://www.clackamas.us/planning/str) later this week. As before, people who wish to comment are invited to send an email to Senior Planner Martha Fritzie at [mfritzie@clackamas.us](mailto:mfritzie@clackamas.us) or testify in person at the continuation of the first hearing or the second hearing. Both hearings will be in the Board Meeting Room on the 4<sup>th</sup> floor of the Public Services Building, 2051 Kaen Road, Oregon City.

- Continuation of first public hearing: Board of Commissioners Business Meeting, **10 a.m., Thursday, Feb. 13**
- Second public hearing and Board action: Board of Commissioners Business Meeting, **10 a.m., Thursday, Feb. 27**

Thank you for your continued interest.

***Ellen Rogalin, Community Relations Specialist***

Clackamas County Public & Government Affairs

*Transportation & Development | Business & Community Services*

503-742-4274 | 150 Beavercreek Road, Oregon City, OR 97045

*Office hours: 9 am – 6 pm, Monday-Friday*

---

Spam Email

Phishing Email



**Fritzie, Martha**

---

**From:** Mac Barger <MacB@richardsonsports.com>  
**Sent:** Wednesday, February 5, 2020 11:24 AM  
**To:** Rogalin, Ellen  
**Cc:** Fritzie, Martha  
**Subject:** RE: Short-term rental regulations update

Thanks so much here Ellen,

I appreciate the communication and overall effort to make this work for all residents and owners ☺

While I am *against* capping the number of maximum occupants I think the old language is better than the new language below with reference to the calculation of max occupancy. Right now real-estate values on Mt. Hood are being driven by the rental value and number of occupants. This supersedes traditional valuations like dollar per square foot etc. Yes, these STR rules the county are going to have a MAJOR impact on real-estate values and thus taxation. See Hood River and Gearhart where poor STR decisions made home values plummet and micro business economies take major blows.

That said, if we **MUST** have a max number of occupants the new language is going to create an environment where almost all of the current STR's (on Airbnb/VRBO) will make a claim of 12+ occupants. We all know some of these cabins are NOT equipped to hold that number of guests. There are all kinds of cabins with sleeping areas not up to code (window egress etc.) and that cannot accommodate parking, water usage, etc. Take a 1,200 sq foot cabin in Govey for example. They will claim they have two bedrooms and three "additional sleeping areas." They will make a claim to then have max occupancy of 14. On the other end of the spectrum if you have a 6k sq foot home with 7 bedrooms they will be capped with 15 occupants. This will confuse potential renters when marketed on the big sites. Part of the county responsibility (from a health perspective) should be helping travelers correctly identify what places can accommodate the given group size.

- Increase the maximum occupancy per short-term rental to two people multiplied by the number of sleeping areas plus four additional people. (For example, a two-bedroom home would have a maximum occupancy of eight people.) The total maximum occupancy for any short-term rental, even one with six or more sleeping areas, would remain at 15 people.

Thanks again for all your efforts,

Mac Barger  
 Sales Director | Captuer  
 Ext. 130



**RICHARDSON**

T: 541-687-1818  
 F: 541-687-1130

RichardsonSports.com  
 WEAR THE BEST

**From:** Rogalin, Ellen <EllenRog@clackamas.us>  
**Sent:** Wednesday, February 5, 2020 9:50 AM  
**To:** Rogalin, Ellen <EllenRog@clackamas.us>  
**Cc:** Fritzie, Martha <MFritzie@clackamas.us>  
**Subject:** Short-term rental regulations update

Good morning,

On January 30, the County Board of Commissioners held its first public hearing on the proposed new regulations on short-term/vacation rentals in unincorporated Clackamas County. Before the meeting the commissioners received the results of the online questionnaire and additional public comments submitted by email.

After hearing testimony from 16 people, the board decided to extend the first public hearing until Thursday, Feb. 13, and asked to meet with staff to discuss the issues at a policy session.

That policy session was held yesterday afternoon. After much discussion, the Board of Commissioners continued to support the draft regulations, but did ask staff to make the following changes:

- Allow guest houses to be used as short-term rentals. (Current county code prohibits guest houses – defined as an adjacent sleeping area without a kitchen or laundry – from being rented.)
- Increase the maximum occupancy per short-term rental to two people multiplied by the number of sleeping areas plus four additional people. (For example, a two-bedroom home would have a maximum occupancy of eight people.) The total maximum occupancy for any short-term rental, even one with six or more sleeping areas, would remain at 15 people.
- Allow owners of short-term rentals in unincorporated Clackamas County inside the Portland urban growth boundary (UGB) to use a dwelling or guest house on a lot adjacent to their primary residence to be used as a short-term rental. (The current proposed language requires a short-term rental in the UGB to be the owner's primary residence or located on the same lot as the owner's primary residence.)
- Set fines for violation of short-term rental regulations similar to those for many other code enforcement violations -- \$250 for first citation, \$500 for second citation, \$75/month administrative fee while the case is open, and additional charges for each day the violation continues.

The updated draft regulations will be available online at [www.clackamas.us/planning/str](http://www.clackamas.us/planning/str) later this week. As before, people who wish to comment are invited to send an email to Senior Planner Martha Fritzie at [mfritzie@clackamas.us](mailto:mfritzie@clackamas.us) or testify in person at the continuation of the first hearing or the second hearing. Both hearings will be in the Board Meeting Room on the 4<sup>th</sup> floor of the Public Services Building, 2051 Kaen Road, Oregon City.

- Continuation of first public hearing: Board of Commissioners Business Meeting, **10 a.m., Thursday, Feb. 13**
- Second public hearing and Board action: Board of Commissioners Business Meeting, **10 a.m., Thursday, Feb. 27**

Thank you for your continued interest.

***Ellen Rogalin, Community Relations Specialist***

Clackamas County Public & Government Affairs

*Transportation & Development | Business & Community Services*

503-742-4274 | 150 Beavercreek Road, Oregon City, OR 97045

*Office hours: 9 am – 6 pm, Monday-Friday*

---

Spam Email

Phishing Email

**Fritzie, Martha**

---

**From:** Rogalin, Ellen  
**Sent:** Wednesday, February 5, 2020 11:18 AM  
**To:** Fritzie, Martha  
**Subject:** FW: Short-term rental regulations update

Comments to share with the BCC...

***Ellen Rogalin, Community Relations Specialist***

503-742-4274

*Office hours: 9 am – 6 pm, Monday-Friday*

**From:** rickseven007@gmail.com <rickseven007@gmail.com>  
**Sent:** Wednesday, February 5, 2020 10:20 AM  
**To:** Rogalin, Ellen <EllenRog@clackamas.us>  
**Subject:** RE: Short-term rental regulations update

Thank you for the update Ellen. I continue to be in harsh disagreement of any such regulations. What a person wants and needs to do with their home should not rest in the hands of people who do not pay the bills of the homeowner. In addition, fines levied against any American when there is no witness of that person damaging the person or the property of another is a violation of the "Law of the Land" in this country. This wrecks of tyranny and as an American I just don't like it at all.

I don't have skin in this game as I don't own a short term rental but am really disgusted at this entire code creation.

I hope my opinion is considered.

Sincerely,

Rick Seven

**From:** Rogalin, Ellen <EllenRog@clackamas.us>  
**Sent:** Wednesday, February 5, 2020 9:50 AM  
**To:** Rogalin, Ellen <EllenRog@clackamas.us>  
**Cc:** Fritzie, Martha <MFritzie@clackamas.us>  
**Subject:** Short-term rental regulations update

Good morning,

On January 30, the County Board of Commissioners held its first public hearing on the proposed new regulations on short-term/vacation rentals in unincorporated Clackamas County. Before the meeting the commissioners received the results of the online questionnaire and additional public comments submitted by email.

After hearing testimony from 16 people, the board decided to extend the first public hearing until Thursday, Feb. 13, and asked to meet with staff to discuss the issues at a policy session.

That policy session was held yesterday afternoon. After much discussion, the Board of Commissioners continued to support the draft regulations, but did ask staff to make the following changes:

- Allow guest houses to be used as short-term rentals. (Current county code prohibits guest houses – defined as an adjacent sleeping area without a kitchen or laundry – from being rented.)
- Increase the maximum occupancy per short-term rental to two people multiplied by the number of sleeping areas plus four additional people. (For example, a two-bedroom home would have a maximum occupancy of eight people.) The total maximum occupancy for any short-term rental, even one with six or more sleeping areas, would remain at 15 people.
- Allow owners of short-term rentals in unincorporated Clackamas County inside the Portland urban growth boundary (UGB) to use a dwelling or guest house on a lot adjacent to their primary residence to be used as a short-term rental. (The current proposed language requires a short-term rental in the UGB to be the owner’s primary residence or located on the same lot as the owner’s primary residence.)
- Set fines for violation of short-term rental regulations similar to those for many other code enforcement violations -- \$250 for first citation, \$500 for second citation, \$75/month administrative fee while the case is open, and additional charges for each day the violation continues.

The updated draft regulations will be available online at [www.clackamas.us/planning/str](http://www.clackamas.us/planning/str) later this week. As before, people who wish to comment are invited to send an email to Senior Planner Martha Fritzie at [mfritzie@clackamas.us](mailto:mfritzie@clackamas.us) or testify in person at the continuation of the first hearing or the second hearing. Both hearings will be in the Board Meeting Room on the 4<sup>th</sup> floor of the Public Services Building, 2051 Kaen Road, Oregon City.

- Continuation of first public hearing: Board of Commissioners Business Meeting, **10 a.m., Thursday, Feb. 13**
- Second public hearing and Board action: Board of Commissioners Business Meeting, **10 a.m., Thursday, Feb. 27**

Thank you for your continued interest.

***Ellen Rogalin, Community Relations Specialist***

Clackamas County Public & Government Affairs

*Transportation & Development | Business & Community Services*

503-742-4274 | 150 Beaver Creek Road, Oregon City, OR 97045

*Office hours: 9 am – 6 pm, Monday-Friday*

---

Spam Email

Phishing Email

**Fritzie, Martha**

---

**From:** FScott Farleigh <fscottfarleigh@icloud.com>  
**Sent:** Tuesday, February 4, 2020 11:43 AM  
**To:** Fritzie, Martha  
**Cc:** Milt Johnson; Ed Rogers  
**Subject:** Pending Regulations for Short-Term Rental Regulations

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Martha: I have left you two voice mails requesting the status of the proposed Short-Term Rental regulations and the public hearing on January 30. I am President of the Alpenglade Park HOA in Government Camp, Oregon, and we generally support the proposed regulations to the extent they are consistent with our own rental regulations which have been duly recorded with Clackamas County for many years. We have an owners meeting coming up this month; and therefore, I would greatly appreciate a status report on the County's proposed regulations. Thanks for your help. My cell number is 503-680-5838.

---

NOTE: This message was trained as non-spam. If this is wrong, please correct the training as soon as possible.

[Spam Email](#)

[Phishing Email](#)

**Fritzie, Martha**

---

**From:** Ben McCune <benamccune@gmail.com>  
**Sent:** Monday, February 3, 2020 11:23 AM  
**To:** Fritzie, Martha  
**Cc:** Karin McCune  
**Subject:** Short Term Rental Housing Unincorporated Clackamas EFU

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Martha. Ben and Karin McCune here. It was nice to briefly meet you after the public hearing Thursday evening. First off, we would like to thank you for your thoughtful diligence in these difficult and potentially divisive planning matters. I would also like to introduce ourselves and our situation: We are newlyweds living on an EFU 80 zoned farm just outside of Oregon City in unincorporated Clackamas County. Our farm is home to a menagerie of critters from pigs, to sheep, chickens, cattle and horses. We have, in our opinion, a lovely piece of land which we love sharing with our friends and family. Our city friends love to learn about the animals; how to care for them and how we raise them. We often take them on walks through the fields, forests and riparian areas sharing our constantly evolving understanding of these environments. There are substantial stands of old Oregon White Oak and Doug Fir. The old homestead is surrounded by several historic outbuildings. In short, the place is considered by some as idyllic. Unfortunately, it's difficult to make ends meet as a farmer these days and we are searching for ways to supplement our farming income. Which is what brought us to your public hearing on Thursday.

My wife and I would like to sustainably and on a small scale, offer short term rentals in our farmhouse (possibly in historic outbuildings if that's ever an option). We are concerned that the regulations as currently written paint all properties with the same brush. We are quite isolated from our neighbors, have ample parking, and plenty of room in our home for large families. As such, we would request a higher occupancy rating per bedroom be considered especially for larger properties away from neighbors. In addition, please consider a farmstay option on EFU zoned properties as you include agritourism regulations as part of the Clackamas County economy. We love our property and sharing it and our knowledge with folks whom are no longer connected to this way of life or the countryside.

All in all we are very pleased with you efforts and would like to thank you for your diligence in these difficult matters.

Sincerely,

Ben & Karin McCune

---

Spam Email  
Phishing Email

Fritzie, Martha

**From:** Colleen Hankins <colleenhaha1@gmail.com>  
**Sent:** Thursday, January 30, 2020 3:50 PM  
**To:** Alltitude Chalet, LLC  
**Cc:** Fritzie, Martha; Callie Elliott; Anderson566@gmail.com; Anderson, Violet (Tokareff) (VJTO); Peter Dodd; Sally Neidermeyer; Kris Deane; komorebihouse515@gmail.com; Eastlake1888@yahoo.com; Brian Bogatin  
**Subject:** Re: Letter To County Commissioners For 01/30/2020 Public Hearing on The Regulations Impacting Short-Term Rental In Rural Clackamas County

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

I am Colleen Cook and a short term renter in Government Camp and support the opinions written in this letter. If these fees are implemented, this will cause rental fees to elevate to unreasonable amounts. We do spend time cleaning up after others, hand carry our trash off the mountain and hand shovel in order to fit our cars in our parking area. Please review the data and reconsider your decision. Sincerely, Colleen Cook

On Thu, Jan 30, 2020, 2:58 PM Alltitude Chalet, LLC <[alltitudeskichalet@gmail.com](mailto:alltitudeskichalet@gmail.com)> wrote:  
 Alltitude Ski Chalet LLC (Physical Address)  
 30765 East Meldrum Street  
 Government Camp, Oregon 97028  
 January 30, 2020

Good Evening County Commissioners:

This letter is to be read at the meeting note for The Board of Commissioners will hold for a public hearing on the regulations at the Board business meeting at 6 p.m., Thursday, Jan. 30, on the 4th floor of the Public Services Building, 2051 Kaen Road, Oregon City. It has been written in response to the proposed regulations at <https://www.clackamas.us/planning/str>

My wife and I have many concerns about the proposed regulations for the Vacation Rentals in Government Camp, Oregon (unincorporated Clackamas County). We have owned and ran Alltitude Ski Chalet LLC since 2007 and have a Five-Star rating on Vacation Rental By Owner <https://www.vrbo.com/194606>. We have regularly utilized services from Carol's Cleaning, Extreme Cleaning LLC, Jenna McClure, and Callie Elliot to provide cleaning and property management services to our property and thus, have a strong local presence. And, we regularly maintain and service our property in person and address issues promptly as they arise. We have a 12-1/2 year history of obtaining garbage and plowing services from the only providers in Government Camp. We provide written rules to both our Long-Term Leases and Short-Term Vacation Rental Guests.

We are of the opinion that a few less involved landlords and/or short-term vacation rental owners who may NOT be: properly screening guests, charging low damage waivers, part of the CCTRT system, etc. are at the heart of this issue. The draft regulations and the proposed actions to address this issue are unfair to actively involved and responsible owners. The regulations do not take into account historical precedents in unincorporated Clackamas County and appear to be an attempt to generate county income based on urban Portland standards.

If there is a problem with some landlords, then why has Clackamas county not examined what the owners have done on an annual basis? For example, collecting graduated fees in arrears vs a flat fee based on the following, and subjecting non-complying landlords to further inspection based on:

- Proof of an operating plan for the home (ie Guestbook, Operating Agreement, EIN, etc...)
- Proof of "Courtesy Home Inspection" by Scott Klein Hoodland Fire (This could be fee based to subsidize the current inadequacies and local fire department)

- Proof of receipt for fire extinguisher maintenance services (Annual inspection is required)
- Proof of short term days rented, long term days rented and empty days (CCRT, Leases, VRBO Reports)
- Proof of payment for plowing, garbage, and utility services
- Proof of payment for CCRT

We find fault with the way the current proposed Clackamas regulations are written in the following areas and are requesting further analysis, coordination with other County Agencies, and more Community Planning Organization discussions:

**1) Enforcement of number of spaces and garbage pickup in a snow zone is difficult at best.**

The proposed regulations do nothing to address issues with Bliss Sanitary Service. This company acts like a monopoly and provides service at certain times of the year and not at others. Bliss has refused to service our home on East Meldrum during the winter. It was not until recently, the last 7 years, that they would even come down Meldrum to pick up trash at a cost \$207.00 a month. The worst problem we have with garbage is picking up trash generated by winter-spring day trip visitors who don't stay overnight. We have to pick up debris in snow or melting snow piles, up and down our street. They leave broken sleds, trash and debris everywhere. We once picked up 5 full garbage bags of plastic sled parts. Our seasonal renters and most of our short term folks are not the cause of that problem.

We have one plowing Service in Government Camp and that is Government Camp Snow Removal. I have room for 6 cars in front of my home, and what I would consider the best parking situation in Government Camp. However, it is a struggle for them to keep up being the only business in town when the snow hits. When that happens I am in contact with both the neighbors and tenants to communicate and address parking concerns.

The County could also request proof of garbage service receipts and payment for plowing as a part of tax report so you could examine who is paying and who is not paying for necessary services. In fact, there are many Long-Term residents who do not pay and benefit from plowing generated by Short-Term rentals.

**2) Lack of "Grandfather Clauses" for previous purchases/owner investment on items the county has previously collected tax on and benefited from.**

As Small Business Owner, I am obliged to complete and pay Oregon Confidential Personal Property Tax which the State of Oregon has the ability to collect funds on equipment used to house 12 persons in my 5 bedroom home. For example, in our bunk room, we have sleeping capacity for up to 4 unrelated persons and on the very rare occasion it is needed, the room could sleep 7. I do not believe it has ever slept 7, and I certainly would not ever allow it any routine basis. Other homes in Government Camp have dormitory style bunk rooms and spaces. The proposed plans eliminate placing people in these rooms and provides no "Grandfather Clause" allowing use for equipment bedding, furniture, and architecture that promotes intended use for Ski Camps and International Teams. The County and State are the very institutions who have collected tax on these items. The proposed rules lack consideration for historical use, abuse our time and monetary investment in the community, and make the investment in property on Mt. Hood a questionable venture.

Additionally, the Fire Marshall has set policy and historically fire code has dictated policy on occupancy. Homes that have dormitory style sleeping arrangements typically have invested thousands of dollars in Sprinkler Systems and can sleep more than 15. These homes must have a "Grandfather Clause," because they have already made the investment. Homes that have paid additional Sewer Development Charges would also be negatively impacted by the proposed rules. Charging homeowners and additional \$500 - \$900 for something they are already doing and then taking away the ability to use their investment to generate that income is not in anyone's best interest. It is worth consideration that many homeowners have over \$500,000 invested in these properties, significant time investments, and the ROI may be better spent outside something that is exposed to diminished returns. We have 12 years worth of records on what we spend on meals, maintenance, housecleaning, plowing, and investing in the skiing community and it is significant. Plus, we have a mortgage and have never made a profit due to all the costs to own and run this 1 property. Thus, more fees and restrictions are not what we need.

**3) Inappropriate fee structure not based on graduated tax system.**

The proposed fee structure to implement the plan is flawed. We already pay Clackamas County Transient Room Tax on our Short-Term Rental which generates X number of days or approximately 60 of days. We also have a large number of days where we rent to the same responsible Winter Tenants for up to Y days (typically, 180 days under a lease). Then we have a large number of completely vacant days Z in the low mud season (September, October, and November). The suggested flat rate of \$500 to \$900 every two years is unfair, especially given all our other expenses and mortgage! It does nothing to address the fact that most of the year, we do not fall under the Short-Term rental mode of operation. It is extremely unfair and puts a huge tax burden on me and my business all for the "benefit" of renting in a Short-Term mode. I would strongly suggest it is the responsibility of Clackamas County revisit their fee structure and



graduate it using an equation that includes number of days rented in Short-Term mode X, number of Long-Term Days rented mode Y, and number of Empty Days Z, to create a more fair, proportional, and graduated fee structure.

In conclusion, as a small business owner, we want to provide a Five-Star service that benefits the community and supports the local economy. The proposed rules do not support landlords ability to provide that service. We suggest the county table the current implementation date of July 2020 and revisit their proposal to address these concerns mentioned.

Respectfully,

Jeff and Brenda Ackerson, Owners  
Allitude Ski Chalet LLC  
23294 Chisholm Trail  
Bend, Oregon 97702

---

Spam Email

Phishing Email

**Fritzie, Martha**

---

**From:** Allitude Chalet, LLC <allitudeskichalet@gmail.com>  
**Sent:** Thursday, January 30, 2020 2:58 PM  
**To:** Fritzie, Martha; Callie Elliott; Anderson566@gmail.com  
**Cc:** Anderson, Violet (Tokareff) (VJTO); Peter Dodd; Sally Neidermeyer; Kris Deane; komorebihouse515@gmail.com; Eastlake1888@yahoo.com; Brian Bogatin  
**Subject:** Letter To County Commissioners For 01/30/2020 Public Hearing on The Regulations Impacting Short-Term Rental In Rural Clackamas County

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Allitude Ski Chalet LLC (Physical Address)  
 30765 East Meldrum Street  
 Government Camp, Oregon 97028  
 January 30, 2020

Good Evening County Commissioners:

This letter is to be read at the meeting note for The Board of Commissioners will hold for a public hearing on the regulations at the Board business meeting at 6 p.m., Thursday, Jan. 30, on the 4th floor of the Public Services Building, 2051 Kaen Road, Oregon City. It has been written in response to the proposed regulations at <https://www.clackamas.us/planning/str>

My wife and I have many concerns about the proposed regulations for the Vacation Rentals in Government Camp, Oregon (unincorporated Clackamas County). We have owned and ran Allitude Ski Chalet LLC since 2007 and have a Five-Star rating on Vacation Rental By Owner <https://www.vrbo.com/194606>. We have regularly utilized services from Carol's Cleaning, Extreme Cleaning LLC, Jenna McClure, and Callie Elliot to provide cleaning and property management services to our property and thus, have a strong local presence. And, we regularly maintain and service our property in person and address issues promptly as they arise. We have a 12-1/2 year history of obtaining garbage and plowing services from the only providers in Government Camp. We provide written rules to both our Long-Term Leases and Short-Term Vacation Rental Guests.

We are of the opinion that a few less involved landlords and/or short-term vacation rental owners who may NOT be: properly screening guests, charging low damage waivers, part of the CCTRT system, etc. are at the heart of this issue. The draft regulations and the proposed actions to address this issue are unfair to actively involved and responsible owners. The regulations do not take into account historical precedents in unincorporated Clackamas County and appear to be an attempt to generate county income based on urban Portland standards.

If there is a problem with some landlords, then why has Clackamas county not examined what the owners have done on an annual basis? For example, collecting graduated fees in arrears vs a flat fee based on the following, and subjecting non-complying landlords to further inspection based on:

- Proof of an operating plan for the home (ie Guestbook, Operating Agreement, EIN, etc...)
- Proof of "Courtesy Home Inspection" by Scott Klein Hoodland Fire (This could be fee based to subsidize the current inadequacies and local fire department)
- Proof of receipt for fire extinguisher maintenance services (Annual inspection is required)
- Proof of short term days rented, long term days rented and empty days (CCRT, Leases, VRBO Reports)
- Proof of payment for plowing, garbage, and utility services
- Proof of payment for CCTRT

We find fault with the way the current proposed Clackamas regulations are written in the following areas and are requesting further analysis, coordination with other County Agencies, and more Community Planning Organization discussions:

**1) Enforcement of number of spaces and garbage pickup in a snow zone is difficult at best.**

The proposed regulations do nothing to address issues with Bliss Sanitary Service. This company acts like a monopoly and provides service at certain times of the year and not at others. Bliss has refused to service our home on East Meldrum during the winter. It was not until recently, the last 7 years, that they would even come down Meldrum to pick up trash at a cost \$207.00 a month. The worst problem we have with garbage is picking up trash generated by winter-spring day trip visitors who don't stay overnight. We have to pick up debris in snow or melting snow piles, up and down our street. They leave broken sleds, trash and debris everywhere. We once picked up 5 full garbage bags of plastic sled parts. Our seasonal renters and most of our short term folks are not the cause of that problem.

We have one plowing Service in Government Camp and that is Government Camp Snow Removal. I have room for 6 cars in front of my home, and what I would consider the best parking situation in Government Camp. However, it is a struggle for them to keep up being the only business in town when the snow hits. When that happens I am in contact with both the neighbors and tenants to communicate and address parking concerns.

The County could also request proof of garbage service receipts and payment for plowing as a part of tax report so you could examine who is paying and who is not paying for necessary services. In fact, there are many Long-Term residents who do not pay and benefit from plowing generated by Short-Term rentals.

**2) Lack of "Grandfather Clauses" for previous purchases/owner investment on items the county has previously collected tax on and benefited from.**

As Small Business Owner, I am obliged to complete and pay Oregon Confidential Personal Property Tax which the State of Oregon has the ability to collect funds on equipment used to house 12 persons in my 5 bedroom home. For example, in our bunk room, we have sleeping capacity for up to 4 unrelated persons and on the very rare occasion it is needed, the room could sleep 7. I do not believe it has ever slept 7, and I certainly would not ever allow it any routine basis. Other homes in Government Camp have dormitory style bunk rooms and spaces. The proposed plans eliminate placing people in these rooms and provides no "Grandfather Clause" allowing use for equipment bedding, furniture, and architecture that promotes intended use for Ski Camps and International Teams. The County and State are the very institutions who have collected tax on these items. The proposed rules lack consideration for historical use, abuse our time and monetary investment in the community, and make the investment in property on Mt. Hood a questionable venture.

Additionally, the Fire Marshall has set policy and historically fire code has dictated policy on occupancy. Homes that have dormitory style sleeping arrangements typically have invested thousands of dollars in Sprinkler Systems and can sleep more than 15. These homes must have a "Grandfather Clause," because they have already made the investment. Homes that have paid additional Sewer Development Charges would also be negatively impacted by the proposed rules. Charging homeowners and additional \$500 - \$900 for something they are already doing and then taking away the ability to use their investment to generate that income is not in anyone's best interest. It is worth consideration that many homeowners have over \$500,000 invested in these properties, significant time investments, and the ROI may be better spent outside something that is exposed to diminished returns. We have 12 years worth of records on what we spend on meals, maintenance, housecleaning, plowing, and investing in the skiing community and it is significant. Plus, we have a mortgage and have never made a profit due to all the costs to own and run this 1 property. Thus, more fees and restrictions are not what we need.

**3) Inappropriate fee structure not based on graduated tax system.**

The proposed fee structure to implement the plan is flawed. We already pay Clackamas County Transient Room Tax on our Short-Term Rental which generates X number of days or approximately 60 of days. We also have a large number of days where we rent to the same responsible Winter Tenants for up to Y days (typically, 180 days under a lease). Then we have a large number of completely vacant days Z in the low mud season (September, October, and November). The suggested flat rate of \$500 to \$900 every two years is unfair, especially given all our other expenses and mortgage! It does nothing to address the fact that most of the year, we do not fall under the Short-Term rental mode of operation. It is extremely unfair and puts a huge tax burden on me and my business all for the "benefit" of renting in a Short-Term mode. I would strongly suggest it is the responsibility of Clackamas County revisit their fee structure and graduate it using an equation that includes number of days rented in Short-Term mode X, number of Long-Term Days rented mode Y, and number of Empty Days Z, to create a more fair, proportional, and graduated fee structure.

In conclusion, as a small business owner, we want to provide a Five-Star service that benefits the community and supports the local economy. The proposed rules do not support landlords ability to provide that service. We suggest the county table the current implementation date of July 2020 and revisit their proposal to address these concerns mentioned.

Respectfully,

Jeff and Brenda Ackerson, Owners  
Allitude Ski Chalet LLC  
23294 Chisholm Trail  
Bend, Oregon 97702

---

Spam Email  
Phishing Email

who get cited put that in their online reviews and create an incentive for owners to improve their behavior. **If the Sheriff has access to the full database of STR properties they can tailor their behavior appropriately on their callouts.**

- iii. **24 hours seems like a long time to wait for a response from the responsible person** ("In the event that the listed representative does not respond within 24 hours or does not adequately remedy the issue, the Code Enforcement Division of the Department of Transportation and Development should be notified"). I mean, if "guests" are out making a racket at 2 in the morning what good is a call back the next day going to do? Seems like similar sets of regulations specify a *much* shorter response time; Palm Springs enforces **a 30 minute response time** to bring the responsible person to the property to correct the violation.
  1. Noise is a big issue. With a 24 hour response time there is no way to address it except to call the sheriff.
  2. An **on-call code enforcement official would be beneficial** when problems arise, and specifying that that **manager/responsible person has to arrive at the property to correct each violation within 30 minutes** is desirable.
- d. Violations:
  - i. I agree with some of the commissioners that **stiff fines (8.10.100 B.) will improve behavior**; it has to hurt or it's meaningless. Some of these guys are getting \$500/night for their units; small fines will just be the cost of doing business.
    1. Three violations in two years for cancelation seems like too many but if fines are levied early and often that's probably ok. Good operators won't have any violations, and the bad ones don't care so let's start taking their money and using it to pay for the program as soon as possible. Let's say there's a violation. I would think the first one, unless egregious or committed by a known serial offender, would be free. First fines should start at \$500 (this has precedence in California), and double it for the nest and any subsequent violations in each registration period.
      - a. Can you please write into the regs that the first fine in each registration period will be \$500, and all subsequent fines \$1000?
  - e. **There should be a provision for banning the worst operators**, permanently. Otherwise they will turn into zombies and they will never go away.
    - i. Make people register. Palm Springs fines unregistered operators \$5,000 and bans them forever, and if they keep doing it it's \$10,000. Compliance in Palm Springs is extremely high, which leads to a great program and adequate county funding. Great idea, let's do it.

Always happy to answer any questions. Thanks for your help!

Best,

Mark

Mark W. Skinner, Ph.D.  
Skinner and Associates  
1275 SE River Forest Rd.  
Milwaukie, OR 97267  
971-337-7132

---

Spam Email  
Phishing Email

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval to Purchase a total of six buses: Two Category B Transit Buses from Creative Bus Sales and Four Category D Buses from Creative Bus Sales For Use by Mt Hood Express Transit Service and the Last Mile Shuttle Transit Service**

<b>Purpose/Outcomes</b>	Approval to purchase a total of six (6) buses total: two (2) new buses for the Mt Hood Express bus service to maintain transit to Government Camp and other locations in the Mt. Hood area and four (4) new buses for the Regional Coordination Project that will provide last mile shuttles in Oregon City and the Clackamas Industrial Area from Creative Bus Sales.
<b>Dollar Amount and Fiscal Impact</b>	Total purchase cost is \$679,786 and is funded through HB 2017 Statewide Transportation Improvement Funds (STIF) by contract with TriMet
<b>Funding Source</b>	State Transportation Improvement Funds (STIF), no County General Funds are involved.
<b>Duration</b>	One-time capital purchase
<b>Previous Board Action</b>	062719-A10
<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 transportation needs for seniors, persons with disabilities and low income job seekers.
<b>Counsel Review</b>	N/A
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641

The Social Services Division of the Health, Housing, and Human Services Department requests approval to purchase two new buses for the Mt Hood Express public transit service and four new buses for the Last Mile Shuttle Service through Creative Bus Sales. These vehicles will allow the Mt Hood Express program to continue to provide public transit services in the Hoodland area of Clackamas County, especially for seniors and persons with disabilities, and for the start of last-mile shuttle services in Oregon City and the Clackamas Industrial Area to provide enhanced transit access, especially to low income households. . These purchases will be fully funded by STIF funds

The Mt. Hood Express (formerly the Mountain Express) provides public transit service from the City of Sandy along the Highway 26 corridor including stops in Welches, Rhododendron, Government Camp and Timberline Lodge. The service connects to Sandy’s bus service to

provide regional public transit access to employees, local residents and persons who desire to access recreational opportunities year round on Mt. Hood. The Villages Shuttle service provides point-deviated bus service to the Villages at Mt. Hood Communities on weekdays, allowing seniors, persons with disabilities and others who need extra stops and route deviations bus service to access work, medical appointments and other needs. The Mt Hood Express cannot function without safe, reliable vehicles. The cost of the two (2) new 37-passenger buses is \$348,878.

The Last Mile Shuttles will be used in both Oregon City and the Clackamas Industrial area. These shuttles will provide enhanced transit access throughout the community, particularly for the transit dependent and low income populations. Additionally, the Clackamas Industrial shuttle will provide enhanced transit access in the Clackamas Industrial area located primarily east of Interstate 205 along Highway 212. The cost of the four (4) new 16-passenger vehicles is \$330,908

**Procurement Process:**

Approval of the purchase is being requested under the Local Contact Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made against the State of Oregon Price Agreement # 9465 with Creative Bus Sales, Inc. A notice of intent to purchase the six (6) buses was issued January 30, 2020. No protests were received by the time of closing on February 5, 2020.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve this purchase and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

Richard Swift, Director  
Health, Housing and Human Services

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract Services

---

Chair Approval

Date



**DAN JOHNSON**  
DIRECTOR

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Authorization to Purchase one (1) 2021 114SD Freightliner Truck with Columbia Body  
Manufacturing flatbed installed for Transportation Maintenance**

<b>Purpose/Outcomes</b>	Approval to purchase one (1) 2021 114SD Freightliner Truck with Columbia Body Manufacturing flatbed installed for Transportation Maintenance
<b>Dollar Amount and Fiscal Impact</b>	The contract amount is not to exceed \$155,447.23.
<b>Funding Source</b>	Clackamas County Transportation Maintenance 215-7433-00-485520
<b>Duration</b>	December 30, 2020
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	This vehicle will be used to haul large supplies for Transportation Maintenance. This truck will replace the two current flatbeds, vehicles 890460 and 890461, which are beyond useable lives.
<b>Counsel Review</b>	N/A
<b>Contact Person</b>	Warren Gadberry, Transportation Maintenance, 503-650-3988

**Background:**

Transportation Maintenance has requested the purchase of one (1) 2021 114SD Freightliner Truck with Columbia Body Manufacturing flatbed installed from McCoy Freightliner of Portland.

**Procurement Process:**

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made off cooperative contract # PA5560 with the State of Oregon Cooperative Purchasing Agreement Program through McCoy Freightliner of Portland.

**Recommendation:**

Staff respectfully recommends that the Board approve this purchase.

Sincerely,

Patti Hutcheson,  
Procurement & Contracts Assistant

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract Services

\_\_\_\_\_  
Chair Approval





**DAN JOHNSON**  
DIRECTOR

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Authorization to Purchase one (1) 2021 114SD Freightliner Truck with Vector 2100i Combo Sewer Cleaner installed for Transportation Maintenance**

<b>Purpose/Outcomes</b>	Approval to purchase one (1) 2021 114SD Freightliner Truck with Vector 2100i Combo Sewer Cleaner installed for Transportation Maintenance
<b>Dollar Amount and Fiscal Impact</b>	The contract amount is not to exceed \$470,046.82.
<b>Funding Source</b>	Clackamas County Transportation Maintenance 215-7433-00-485520
<b>Duration</b>	December 30, 2020
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	This vehicle will be used to maintain the County's pipe and culvert drainage systems, clean catch basins, and have the ability to hydro-excavate around dangerous utilities.
<b>Counsel Review</b>	N/A
<b>Contact Person</b>	Warren Gadberry, Transportation Maintenance, 503-650-3988

**Background:**

Transportation Maintenance has requested the purchase of one (1) 2021 114SD Freightliner Truck with Vector 2100i Combo Sewer Cleaner installed from McCoy Freightliner of Portland.

**Procurement Process:**

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made off cooperative contract # PA5560 with the State of Oregon Cooperative Purchasing Agreement Program through McCoy Freightliner of Portland. A notice of Intent to Purchase the Freightliner 114SD was issued December 31, 2019. No comments were received by the time of closing on January 8, 2020.

**Recommendation:**

Staff respectfully recommends that the Board approve this purchase.

Sincerely,

Patti Hutcheson  
Procurement & Contracts Assistant

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract Services

\_\_\_\_\_  
Chair Approval



**Department of Finance**

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Contract with Umpqua Roofing Company, Inc. for the  
Brooks Building Re-Roof Project**

Purpose/Outcome	Approval of Public Improvement contract
Dollar Amount and fiscal Impact	\$430,560.00
Funding Source	Department funds Fiscal year 2019/2020 Budget Line: 420-0221-00-437100-76358
Duration	Contracting through July 31, 2020
Previous Board Action/Review	N/A
Strategic Plan Alignment	Build public trust through good government, build a strong infrastructure and ensure safe, healthy and secure communities.
Counsel Approval	February 4, 2020
Contact Person	Steven Bloemer, 503-805-9870

**BACKGROUND:**

The Contract will re-roof the Brooks Building and the Shaver Building. The four-storied Brooks Building was built in 1999 and retains the original BUR roof and metal flashing components over a large percentage of the approximate 33,090sf roof area. While the BUR roof has remained generally leak-free, the County has determined a new roof and parapet cap flashing should be installed as part of the life-cycle maintenance.

The single-storied Shaver building was bid as an additional alternate to the Brooks Building project. The Shaver Building was built in approximately 1969 and has underwent several roof repairs and replacements. The building currently has two (2) layers of a single ply Duro-last membrane roof covering approximately 9,300sf, with the latest layer installed in 2004. The roof has started to show signs of wearing and degradation and must be recovered.

**PROCUREMENT PROCESS:**

This project advertised in accordance with ORS 279C and LCRB Rules on November 4, 2019. Bids were publicly opened on January 9, 2020. The County received six (6) bids: Cano Roofing, \$347,282.00; ABC Roofing, \$368,720.00; Snyder Roofing of Oregon, \$325,901.00; Umpqua Roofing Company, Inc, \$295,300.00; and Atlas Construction, \$412,972.43. After review of the bids it was determined that Umpqua Roofing Company, Inc. was the lowest responsive and responsible bidder.

Upon acceptance of the Base Bid, the County decided to accept the Bid Alternative #1 which includes the re-roof of the Shaver Building for an additional \$135,260.00. The aggregate total was under the engineer's estimate of \$500,000.00.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the contract with Umpqua Roofing Company, Inc. for the Brooks Building Re-Roof Project.



Elizabeth Comfort  
Finance Director, Interim

**Department of Finance**

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

Sincerely,

*Elizabeth Comfort*

Elizabeth Comfort  
Finance Director, Interim

Placed on the board agenda of \_\_\_\_\_ by the Procurement Division.



**CLACKAMAS COUNTY**  
**PUBLIC IMPROVEMENT CONTRACT**  
Contract #2162

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **Umpqua Roofing Company, Inc.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **#2019-87 Brooks Building Re-Roof Project**

**1. Contract Price, Contract Documents and Work.**

The Contractor, in consideration of the sum of **four hundred thirty thousand five hundred sixty dollars (\$430,560.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (11/1/2017) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Work includes re-roofing for both the Brooks building roof and Shaver building roof. Contract Price is the amount contemplated by the Base Bid plus Alternate **#1**, as described in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addenda #1 through #2
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings

**2. Representatives.**

Contractor has named Ryan Witt as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Steven Bloemer as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

**3. Key Persons.**

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further

replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

**Project Executive:** Ryan Witt shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

**Project Manager:** Eric Vanderhoof shall be the Contractor's project manager and will participate in all meetings throughout the project term.

**Job Superintendent:** Steve Zelazny shall be the Contractor's on-site job superintendent throughout the project term.

#### **4. Contract Dates.**

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed

SUBSTANTIAL COMPLETION DATE: July 1, 2020

FINAL COMPLETION DATE: July 31, 2020

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

#### **5. Insurance Certificates.**

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

#### **6. Tax Compliance.**

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, 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.

## **7. Confidential Information.**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

## **8. Required Terms.**

In addition to the terms and conditions contained in this Contract and the Contract Documents, the following terms and conditions are required by Oregon law:

- A. 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 the claim becomes due, the proper officer representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.
- B. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- C. If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- D. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.
- E. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

## **9. Counterparts.**

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

## **10. Integration.**

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**12. Compliance with Applicable Law.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

**In witness whereof,** Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:  
**Umpqua Roofing Company, Inc.**  
**P.O. Box 22424**  
**Eugene, Oregon 97402**

Contractor CCB # 51465    Expiration Date: 10/6/2020  
Oregon Business Registry # 029405-83    Entity Type: DBC                      State of Formation: Oregon

*Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.*

Umpqua Roofing Company, Inc.

Clackamas County Board of County Commissioners

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title Printed

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

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date



**Cheryl Bledsoe, Director  
Department of**

**Communications and Emergency Operations Center  
2200 Kaen Road, Oregon City, OR 97045**

February 13, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of the 2019 updated C-COM Member Board Charter

<b>Purpose/Outcomes</b>	Update the C-COM Charter to reflect current business practices
<b>Dollar Amount and Fiscal Impact</b>	No fiscal changes for existing C-COM members. New member agencies will be required to pay ½ annual costs as technical transition fee to cover work required to add them into C-COM's systems.
<b>Funding Source</b>	C-COM Member agencies pay annual fees based on existing formulas that all have agreed to.
<b>Duration</b>	Effective July 1, 2019 and remains in effect through the next update (scheduled every 3 years)
<b>Previous Board Action</b>	Board signed the last Charter update in 2016. Policy Session 2-4-2020
<b>Counsel Review</b>	This contract has been reviewed and approved by County Counsel on August 6, 2019
<b>Strategic Plan Alignment</b>	1. Review & update C-COM Charter every 3 years 2. Ensure alignment of practice and documentation
<b>Contact Person</b>	Cheryl Bledsoe, Director – (503) 723-4875

**BACKGROUND:**

C-COM last updated its Member Board Charter in 2016. Upon the change in leadership at C-COM, the charter was brought to the Member Board to conduct the 3-year review, based on some changes being recommended to the meeting schedule.

The recommended changes include the following:

- References to “phone” were changed to “9-1-1 call” because the industry recognizes that not all incoming calls are voice-centric. This verbiage is more inclusive of text and other forms of incoming data requests,
- “Boring Fire District” references were removed due to fire district consolidation,
- The audience for the Law & Fire Service committees was clarified to be field-level supervisors and battalion chiefs. This aims to improve field-to-field level relationships and practices.



- Member Board voting changed from “majority approval” to 2/3<sup>rd</sup> voting requirement to add new agencies to the Member Board. This recognized that there is a disparate number of fire districts as compared to law districts. Majority votes meant that the fire services could overrule law enforcement on agency-affecting decisions for services, despite only funding 35% of the department’s budget. 2/3<sup>rd</sup> requires at least one law member must be in agreement with the change.
- Fire & Law Service Committees changed from quarterly to monthly meetings
- Member Board changed from quarterly meetings to monthly meetings
- E-Board moved from quarterly to ad hoc meetings to review budget, evaluate end-of-year fund balance, strategic plan updates, charter updates and contract guidance.
- Member Board Vice Chair and 2<sup>nd</sup> Vice Chair were changed from 1-year to 2-year terms and the condition for law & fire to rotate chair was eliminated
- Administrative record-keeping responsibilities were identified as belonging to C-COM
- Independent audit was changed from annually to bi-annually
- Capital Reserve Fund was renamed Capital Improvement Plan and shall be approved by the E-Board
- New Member Agencies shall be required to pay 6 months of contract costs to cover the technical transition for dispatch services
- Technical Advisory Committee was removed from the charter as these discussions are included in the Law & Fire Services committees which involve both the Operations & Technical Managers at C-COM
- Termination notification was moved from 9 months to 12 months so as to improve budget planning for future fiscal years

The C-COM Member Board approved the charter update at their Board meeting on July 19, 2019. Each agency signed the charter between August and December 2019.

**RECOMMENDATION:**

Staff recommends the Board approval of this charter update and countersignature of the Board Chair.

Respectfully submitted,

Cheryl Bledsoe, Director  
Clackamas 911 Communications (C-COM)

# CLACKAMAS COUNTY DISPATCH CENTER

## MEMBER BOARD CHARTER

### I. PURPOSE OF CHARTER

Clackamas County operates a Central 9-1-1 Public Safety Answering Point (PSAP) and Dispatch Center, hereafter referred to as CCOM. The center is located at 2200 Kaen Road, Suite A, Oregon City, Oregon 97045, and is a 24-hour operation serving law enforcement and fire agencies. The center is designed to provide 9-1-1 call answering and dispatching functions for member agencies. The law enforcement and fire agencies served are jurisdictions and service districts within Clackamas County.

In order to ensure the best service to the member agencies and to provide an avenue for operational and budgetary development from the member to the COUNTY, a Member Board, Executive Board and Service Committees are hereby formed with certain authorities, responsibilities and functions as described in this charter.

Member agencies include Canby Police, Clackamas County Sheriff, Gladstone Police, Molalla Police, Oregon City Police, Sandy Police, Canby Fire District, Clackamas Fire District #1, Colton Fire District, Estacada Fire District, Gladstone Fire Department, Hoodland Fire District, Molalla Fire District, and Sandy Fire District.

### II. BOARD OF COUNTY COMMISSIONERS

The center operates under the overall control of the Board of County Commissioners. Through the commissioners, the County has the responsibility for the formal adoption of the annual budget and for the personnel policies that cover the employees of CCOM.

The commissioners shall delegate the operational management of the center to the Member Board. The County Administrator serves as the administrator for the County and serves as the liaison between the commissioners and the Member Board

### III. MEMBER BOARD, EXECUTIVE BOARD and SERVICE COMMITTEES

- A. Member Board – The Clackamas County Dispatch Center Member Board will be referred to hereinafter as the “Member Board”.
- B. Executive Board – An Executive Board is hereby formed and is delegated authority and responsibility as defined in Section V.
- C. Services Committees – Two permanent committees are hereby formed with the Member Board (Fire/EMS Service Committee and Law Service Committee) and are delegated authority and responsibility as defined in

Section VI. The service committee Chairs shall each appoint a Chair and Vice Chair for their respective service committee.

#### IV. MEMBER BOARD

##### A. MEMBER BOARD MEMBERSHIP

The Member Board is comprised of:

1. One designated member of each fire and law enforcement agency using CCOM as its primary dispatching service. The governing body or official appointing the designated member may appoint alternate members to act in the absence of the designated member. The appointment of these alternates shall be certified in writing to the Board by the authority making the appointment(s). These are voting members.
2. An agency that has submitted a letter of intent to join the center upon approval by 2/3<sup>rd</sup> vote of all full Member Board Agencies. The letter of intent must contain language identifying a time line for joining. Upon approval, this agency must enter into a duly authorized Contract for 9-1-1 Answering & Dispatch Services before becoming a voting member.
3. One ex officio, nonvoting representative of the Clackamas County Dispatch Center (Director).
4. One ex officio, nonvoting designated representative of the Board of County Commissioners.
5. The Member Board may approve limited service to an agency and in turn will limit the agency's voting privilege based on the services it received. The service and vote limit will be approved by a 2/3<sup>rd</sup> vote of the Member Board.

##### B. MEMBER BOARD AUTHORITY AND RESPONSIBILITY

The Member Board has been delegated the responsibility for the operations of C-COM. It administers the operations through an Executive Board, Service Committees, Director and other committees as needed. The Member's Board authority and responsibility are as follows:

1. Reviewing and approving an annual budget upon recommendation of the Director. The budget will then be forwarded to the County Administrator for formal adoption by the County and incorporation into the County budget.

2. Participating in the selection of the Director.
3. Providing direction and approval of service delivery changes affecting both service groups as referred by the Executive Board.
4. Taking action on issues that are referred to the Member Board by the Executive Board.
5. Representation as a member of the bargaining team in labor contract negotiations and discussion of other bargaining issues.

#### C. MEMBER BOARD VOTING POWERS

1. The designated representative (or alternate) of each Member Agency may cast one vote in matters before the Member Board, as follows:
  - a. A quorum consisting of a majority of the voting members of the Member Board is required to conduct Board business.
  - b. All motions before the Board shall be carried by a 2/3<sup>rd</sup> vote of Board members voting at a duly called meeting. Board members may cast their vote by written proxy, submitted to C-COM in advance of meetings where a proxy vote will occur.
  - c. Budget approval will require a 2/3<sup>rd</sup> vote of those voting.
  - d. Approving an agency to enter into a contract with C-COM requires a 2/3<sup>rd</sup> vote of all full Member Board Agencies.

#### D. MEMBER BOARD OFFICERS

1. OFFICERS: The Executive Board shall consist of the Chair, Vice Chair and Second Vice Chair of the Member Board. The officers will be elected to serve two-year terms. Elections of the Member Board officers shall be held at a regularly scheduled meeting of the Member Board in February, with the terms commencing at the conclusion of the meeting. The Chair, Vice-Chair and the Second Vice Chair shall be elected by the Member Board at large from the membership of the Member Board.
  - a. CHAIR: The Chair will call and conduct all Member Board and Executive Board meetings.

- b. VICE CHAIR: The Vice Chair shall act as Chair in the absence of the Chair.
- c. SECOND VICE CHAIR: Second Vice Chair shall oversee the minutes and record keeping system. The Second Vice Chair shall act as Chair in the absence of the Chair and Vice Chair.

#### E. MEMBER BOARD MEETINGS

1. The Member Board will meet monthly.
2. The Chair may call a special meeting at any time following a minimum of 24 hour notice to all members, or alter the schedule as required. The Chair must call a special meeting within 72 hours following a request to do so by the Executive Board.
3. All Member Board meetings and Service Committee meetings shall follow Roberts Rules of Order.

#### F. RECORDS

1. The minutes and records of the Member Board and other meetings will be maintained by C-COM staff as assigned by the Director. A secure location will be provided by C-COM as a permanent and accessible depository for all Board records. All Member Board correspondence is to be in written form with copies maintained in the Board's records.
2. Minutes shall be distributed within seven working days after the meeting.
3. Budget status records shall be distributed monthly.
4. Independent audit records shall be distributed bi-annually.

#### V. EXECUTIVE BOARD (herein referred to as E-Board)

##### A. E-BOARD MEMBERSHIP

1. The three-member E-Board will consist of the Chair, Vice-Chair, and Second Vice Chair of the Member Board.
2. Membership must include at least one law and one fire representative.

## B. VOTING POWERS

1. Each E-Board member may cast one vote in matters before the E-Board. In the case of a tie, the issue will be sent to the Member Board for resolution.
2. Three members are required to conduct E-Board business. All motions shall be carried by a majority of the E-Board. Members may cast their vote by written proxy submitted to C-COM in advance of meetings where a proxy vote will occur.

## C. E-BOARD AUTHORITIES AND RESPONSIBILITIES

1. Provide direction to the Director in the development of annual operating and capital budgets, contract negotiations, strategic plan, charter review and audit.
2. Submit comments on an annual performance review of the Director to the County Administrator.
3. Review contracts with any person, firm or corporation, or any agency of government, as necessary to acquire goods or services for the operation of C-COM over \$25,000.

## D. RELATING TO E-BOARD MEMBERS

1. The E-Board shall respond promptly to all member concerns brought before the E-Board.
2. The E-Board shall serve as a mediator for differing members that relate to the center and its operations. In the event that a member is not satisfied with the results, the E-Board shall bring the issue before the Member Board.
3. The E-Board shall represent the members to the C-COM Director; if and when necessary, to the County Administrator; and, if still unresolved, to the Board of County Commissioners.
4. Consistent with laws, ordinances, and other agreements, the Director will consider and respond to recommendations regarding service delivery from the E-Board. If a conflict between laws, ordinances or agreements prevents compliance, the Director shall provide to the E-Board a written explanation of the conflict.

## E. E-BOARD MEETINGS

1. The E-Board shall at a minimum meet yearly to oversee and make budget recommendations.
2. The E-Board chair may call a special meeting at any time.
3. The agenda and minutes of the E-Board meetings shall be provided to all member agencies.

## VI. SERVICE COMMITTEES

### A. MEMBERSHIP

1. Fire Service Committee – The Fire Service Committee consists of all designated representatives, or their appointees, of member fire service agencies.
2. Law Service Committee – The Law Service Committee consists of all designated representatives, or their appointees, of member law enforcement agencies.

### B. MEETINGS

1. Service Committees shall meet monthly or as determined by the Service Committees..

### C. DUTIES AND RESPONSIBILITIES

The Service Committees shall perform the following functions consistent with laws, ordinances, other agreements, and sound management practices:

1. Each service committee shall select a Chair to serve for 1 year terms.
2. Provide direction in the development of dispatch protocol, procedures, policies and systems related to service delivery for their respective service.
3. Establish service levels and performance standards for their respective service. Changes in performance standards shall be approved by each Service Committee and forward to the Member Board.
4. Service level changes that affect both Service Committees will be shared at Member Board. Voting to adopt these changes cannot

occur until both Service Committees have recommended approval.

5. Serve as the Quality Assurance Group for their respective Committee.
6. Take action relating to the dispatch operations of the respective service so long as the action taken affects only the involved service. The C-COM Director shall implement the recommendations regarding program delivery consistent with sound management principles, ordinances, laws and agreements.
7. The Service Committees are delegated the task of approving Standard Operating Procedures which affect service delivery.

## VII. DIRECTOR

### A. SELECTION

1. There shall be a Director of the dispatch center. The selection committee for the Director shall include the E-Board and others as selected by the County Administrator.

The Director shall be selected on the basis of administrative and technical competence. Such Director shall have leadership and managerial experience in technical, financial and administrative fields. The Director will be an employee of the County.

### B. AUTHORITY AND RESPONSIBILITIES

1. The Director is a County employee who reports to the County Administrator. The Director shall file monthly reports to the Member Board regarding outstanding operational issues.
2. The Director shall be the administrative head of C-COM and shall be responsible for administration, budget, and personnel functions. The Director shall be responsible for call-answering, dispatching, records, communications, security and other communication center functions in conformance with the personnel policies of Clackamas County, the operation policies established by the Member Board and the performance standards as established by each Service Committee.
3. The Director shall act as executive staff person for the Member Board, E-Board and Service Committees, and shall attend all meetings thereof and shall give advice and assistance when requested.



4. The Director shall ensure that secretarial services are provided to the Member Board, E-Board and Service Committees. The services include compiling minutes of meetings, generating correspondence at the Board's direction and preparing agendas.
5. The Director shall prepare and present a proposed budget to the E-Board in accordance with Clackamas County budget timetables. The budget shall be prepared based on the established service levels and performance standards provided by the Service Committees and E-Board.
6. The Director shall have the authority to hire, promote, demote, discipline and terminate all C-Com personnel subject to policies approved by Clackamas County.
7. The Director shall designate agency representation on the bargaining team with the labor union representing County employees at C-COM.
8. The Director shall prepare, revise and modify Standard Operational Procedures (SOPs) subject to the approval of the Member Board or Service Committee as appropriate, prior to implementation.
9. The Director shall establish policies, consistent with County budget policy, for the expenditures of budgeted items for the 9-1-1 Communications Center. Such policies shall be submitted to the E-Board for approval, rejection or modification.
10. The Director shall develop appropriate long-range plans including strategic capital improvements, staffing, etc.

#### VIII. PERSONNEL

- A. The Director shall abide by Clackamas County personnel rules with respect to the employees, as long as Clackamas County continues to provide payroll and accounting services.

#### IX. BUDGET PROCESS

##### A. GENERAL

1. At the direction of the E-Board, the Director shall develop the annual operating budget. The budget period shall be on a fiscal year basis beginning on the first day of July of each year and ending on the thirtieth day of June each year. The budgetary process shall be in accordance with County budget timetables.

2. The operational costs for each Member Agency for the succeeding fiscal year will be determined and submitted to each agency within 10 days of Member Board's vote to adopt the annual budget.

## B. BUDGET COMMITTEE

1. The E-Board shall serve as the Budget Committee.
2. The E-Board shall participate with the C-COM Director through the four stages of budget preparation, as described below:

## C. BUDGET STAGES

1. Requested Stage: Service Committees shall work with the Director to determine their desired service levels and member assessments for the following year.
2. Proposed Stage: The Director shall present the total proposed budget for the dispatch center to the Member Board for discussion and approval of expenditure levels.
3. Approval Stage: The Member Board shall approve the C-COM budget by a two-thirds (2/3) vote of those present prior to submittal to the County Administrator. Should the budget not receive a two-thirds vote from the Member Board, the E-Board shall make a presentation to the County Administrator. The County Budget Committee shall then decide on the appropriation level to be included in the budget recommended to the Board of County Commissioners.
4. Adopted Stage: The Member Board and Director shall abide by the appropriation levels set in the adopted budget. Any program and/or operational changes requiring a supplemental budget must go through all budget stages set forth in this charter and comply with applicable County budget policy and local budget law.

## X. FUNDING

### A. C-COM FUNDING

It is intended for C-COM to be self-sufficient in its operation.

1. Costs of operating and maintaining C-COM are to be borne from grants, member fees provided by the members, and by 9-1-1 excise taxes as outlined in the following Section (2). These monies shall be for the sole and exclusive use of C-COM's

operation and administration, subject only to review during adoption of C-COM's annual budget and any necessary supplemental budgets adopted following County budget policy and local budget law.

2. Any excess of operating revenues over expenditures in any fiscal year shall be allocated to the next year's budget.
3. Capital Improvement Plan: C-COM will maintain a capital reserve fund dedicated for the replacement of equipment and facilities within C-COM. C-COM members annually contribute their portion to this fund as part of the regular budget. Funding of the capital reserve fund shall be based on a published amortization schedule of C-COM equipment. C-COM's portion of the replacement of equipment and facilities to be mutually determined by the Member Board and County. Any infrastructure fees or assessments shall be non-refundable. Members giving termination notice under Section XIV of this contract shall have their contribution to the capital reserve fund for that year refunded to them, once service has been terminated. Any excess in capital reserve funds or accounts shall be held for future equipment replacement and shall not be used to offset operating costs. This capital improvement plan shall be approved by the E-Board.
4. A copy of the County's independent financial audit shall be provided to each Member Board member.
5. Annual operational assessments are to be adjusted based on the cost of operation, added service requirements and number of Member Agencies. The supplemental budget process shall be used for increased expenditures in the approved budget except in the case of individual agency's or agencies' request for additional services.
6. Should a Member or a group of Members require the installation of equipment or performance of special services dedicated to their function, to the exclusion of others, that Member or group of Members will bear the entire cost of such equipment, installation, maintenance, and operation. Any infrastructure fees or assessments shall be nonrefundable.
7. Agencies may join C-COM at any time with 2/3rds approval of the Member Board. Agencies that join C-COM during a fiscal year shall have their annual costs based upon established formulas. The Agency shall pay for the months they are with C-COM in addition to technical infrastructure transition costs.

8. Agencies, wishing to join C-COM, must conform to the technical specifications of C-COM infrastructure by the date they transition to C-COM dispatch services. These specifications shall be outlined in an Appendix to this agreement.
9. Agencies, wishing to join C-COM, shall provide 6-months of dispatch service fees up front to cover all infrastructure adjustment costs which may include planning, policy updates and data entry costs.
10. Clackamas County Finance Department shall invoice all Member Agencies at the beginning of each month for dispatch services. The monthly charge is determined by dividing the annual dispatch service fee by 12 equal payments. The Agency shall pay the monthly charge within 30 days.

#### B. DIVISION OF COSTS

1. The ratio for the division of costs between law enforcement and fire services, shall be based a formula, recommended by the E-Board, and adopted by the Member Board, which represents the workload split between both disciplines.
2. Current costs of participation and the cost allocation formula between law and fire shall be provided annually to the members during the budget presentation.

#### XI. AMENDMENTS

This Charter may only be amended upon a two-thirds vote of all participating agencies.

#### XII. EFFECTIVE DATE

Upon authorization by the governing bodies of a majority of the member agencies listed in Section I, this agreement shall be in effect as and from July 1, 2019 and replaces the agreement dated July 2016 as signed by the Member Board Chair.

#### XIII. TERMINATION

The Member Agency's participation in C-COM may be terminated by either party as of the 30<sup>th</sup> day of June of any year by giving twelve (12) months prior, written notice to the other party.

XIV. SEVERABILITY

The terms of this Charter are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Charter that results in the invalidity of any part shall not affect the remainder of this Charter.

XV. CHARTER REVIEW

This Charter shall be reviewed at least every three years.

XVI. ADDITIONAL MEMBER AGENCIES

Agencies seeking to join the original member agencies as a party to this Charter must be approved by the Member Board as outlined in Section IV (A), sign this Charter, and sign a Contract for 9-1-1 Answering and Dispatch Services with the County.

XVII. SIGNING OF CHARTER IN COUNTERPARTS

The County will sign the original copy of this Charter. Each member agency will sign a counterpart of the original of this Charter. The parties intend that all the signed counterparts taken together with the original will be considered as one original document, and given full force and effect as if all parties had signed one document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ -- ,2019

**Clackamas County Board of Commissioners**

\_\_\_\_\_

**County Counsel, Approved as to form**

\_\_\_\_\_



Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

February 13, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Service Level Agreements between Clackamas Broadband eXchange  
and Astound Broadband, LLC for Dark Fiber Connection

<b>Purpose/Outcomes</b>	Clackamas Broadband eXchange (CBX) is looking for approval to enter into a Service Level Agreement (SLA) with the Astound Broadband, LLC for a dark fiber connection.
<b>Dollar Amount and Fiscal Impact</b>	Astound Broadband, LLC will pay a non-recurring fee of \$1,000.00 for the new fiber construction and pay a recurring lease fee of \$3,060.00 annually.
<b>Funding Source</b>	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by Astound Broadband, LLC.
<b>Duration</b>	Effective upon signature by the board the SLA is effective for five (5) years.
<b>Previous Board Action</b>	Board previously approved CBX to build and maintain similar fiber connections for LSN.
<b>Strategic Plan Alignment</b>	1. Build a strong infrastructure. 2. Build public trust through good government.
<b>Counsel Review</b>	Andrew Naylor, February 5, 2020
<b>Contact Person</b>	Dave Devore (503)723-4996
<b>Contract No.</b>	N/A

**BACKGROUND:**

CBX is proposing to build a new dark fiber connection to extend the CBX network to the Kiwanis Camp facility located at 83500 E Kiwanis Camp Rd in Government Camp for Astound Broadband LLC (aka Wave Broadband).

**RECOMMENDATION:**

Staff respectfully recommends approval to enter into this Service Level Agreements. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings  
CIO Technology Services

# Clackamas County

## FIBER OPTIC SERVICE LEVEL AGREEMENT

Astound Broadband, LLC  
(Customer Name)

### 1. **Recitals**

**WHEREAS**, Clackamas County (County) desires to provide to Astound Broadband, LLC (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

**WHEREAS**, Customer desires to use the Services; and

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

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

### 2. **Fiber Optic Network Description**

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

### 3. **Service Description**

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination.

### 4. **Construction and Installation Requirements**

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for

installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.

- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon request.

## **5. Term of Agreement**

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

## **6. Rates**

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

## **7. Payment Options**

### **a. Semi - Annual Payments**

County shall provide an invoice for six months of service (July 1 through



December 31 and January 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The semi-annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to disconnect fiber service.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. **Fiber Maintenance**

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

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

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

9. **Confidentiality**

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. **Content Control and Privacy**

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

Fiber.

**11. Assignment and Successors**

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

**12. Damage**

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

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

**13. Force Majeure**

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

**14. Consequential Damages**

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER

OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

**15. Public Contracting Provisions**

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

**16. Non-Appropriation or Change in Law**

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

**17. Compliance with Laws**

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

**18. Taxes and Assessments**

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

**19. Termination**

- a. Either party may terminate this Agreement for convenience following 90 day's

written notice to the other party.

- b. Pursuant to Section 20 of this Agreement, either the County or the Customer may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived
- c. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- d. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

**20. Default**

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

**21. Amendment**

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

**22. No recourse Against the Grantor**

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

**23. Notice**

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

**Notice to the County**

Manager, Clackamas Broadband Express  
Clackamas County Technology Services  
121 Library Court  
Oregon City, Oregon 97045  
Fax Number (503) 655-8255

with a copy to

Chief Information Officer  
Clackamas County Technology Services  
121 Library Court  
Oregon City, Oregon 97045  
Fax Number: (503) 655-8255

**Notice to the Customer**

[Name or Title of Individual]  
[Customer]  
[Address]  
[City and Zip Code]  
[Fax Number]

with a copy to

[Name or Title of Individual]  
[Customer]  
[Address]  
[City and Zip Code]  
[Fax Number]

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

**24. Debt Limitations**

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

**25. No Attorney Fees**

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

**26. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Customer that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**27. Whole Contract**

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

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

**Clackamas County**

By (signature): \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Customer**

Astound Broadband, LLC

(Customer Name)

By (signature): Krystal Stone

Name (print): Krystal Stone

Title: Strategic Sourcing Manager, National Wholesale

Date: 01/29/2020

## APPENDIX A

### SERVICE AND RATE SCHEDULE

#### 1. Specified Services and Rates

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

#### 2. Construction, Installation and Activation

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

#### 3. Service Changes and Conversions

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

#### 4. Annual Recurring Charges

	<b>From</b> (Connecting Point A:Site Name & Address)	<b>To</b> (Connecting Point B:Site Name & Address)	<b>Service</b>	<b>Monthly Rate (\$)</b>
1	Splice case near PGE pole #432, Intersection of U.S. HWY 26 and E Henry Creek Rd, Rhododendron, OR	Slack loop near PGE pole # 461 83500 E Kiwanis Camp Rd Government Camp, OR	One Pair (two) dark fibers	\$255.00

#### 5. Nonrecurring Charges

	<b>From</b> (Connecting Point A:Site Name & Address)	<b>To</b> (Connecting Point B:Site Name & Address)	<b>Service</b>	<b>Amount (\$)</b>
1	Splice case near PGE pole #432, Intersection of U.S. HWY 26 and E Henry Creek Rd, Rhododendron, OR	Slack loop near PGE pole # 461 83500 E Kiwanis Camp Rd Government Camp, OR	Construction	\$1,000.00

#### 6. Late Payment Interest



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

**7. Annual Consumer Price Index (CPI) Adjustments**

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

***Remainder of this page intentionally left blank.***

## **APPENDIX B**

### **MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES**

#### **1. Defined Terms**

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

#### **2. General**

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

#### **3. Fiber Optic Network**

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

#### **4. Restoration**

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

***Remainder of this page intentionally left blank.***

## APPENDIX C

### FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

#### 1. Fiber and Connector Standards

##### a. **Connector Standards**

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

##### b. **Field Splice Standards**

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

##### c. **Span Loss**

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

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

A = Attenuation per KM at 1550 nm

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

N = Number of splices in a span

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

*Remainder of this page intentionally left blank.*



**BUSINESS AND COMMUNITY SERVICES  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building  
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

February 13, 2020

Board of County Commissioners  
Clackamas County  
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of Amendment No. 1 to the Interagency Agreement between  
North Clackamas Parks and Recreation District (NCPRD) and  
Health, Housing and Human Services (H3S) Social Services Division

<b>Purpose/ Outcomes</b>	This agreement provides federal and state funding for social services programs delivered by NCPRD to District/County residents ages 60 and older.
<b>Dollar Amount and Fiscal Impact</b>	This amendment increases the contract value by \$12,064 bringing the maximum contract value of \$340,809.
<b>Funding Source</b>	Older American Act (OAA) funding secured through the Oregon Department of Human Services-State Unit on Aging and administered by Clackamas County's H3S-Social Services division.
<b>Duration</b>	July 1, 2019 – June 30, 2020
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>July 25, 2019 – Business Meeting: Approval of Interagency Agreement for FY 2019-2020</li> </ul>
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>Build public trust through good government</li> <li>Ensure safe, healthy and secure communities</li> </ul>
<b>County Counsel Review</b>	Reviewed and approved 1/29/2020.
<b>Contact Person</b>	Scott Archer, <i>NCPRD Director</i> , 503-742-4471 Marty Hanley, <i>Milwaukie Center Supervisor</i> , 503-794-8058
<b>Contract No.</b>	9300, Amendment #1

**BACKGROUND:**

North Clackamas Parks and Recreation District (NCPRD) requests approval of an amendment to the Interagency Agreement with the County's Health, Housing and Human Services (H3S) Department – Social Services division to provide Older American Act (OAA) funded services for persons living within the District.

The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. NCPRD was the sole proposer and was awarded the contract after negotiations.

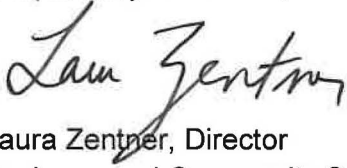
**RECOMMENDATION:**

Staff respectfully recommend the Board approve Amendment No. 1 to the Interagency Agreement between NCPRD and H3S-Social Services division Contract #9300 and authorize the Director or Deputy Director of Business and Community Services to execute all documents necessary to effectuate the same.

**ATTACHMENTS:**

1. Interagency Agreement #9300 between NCPRD and H3S-Social Services division.
2. Amendment No. 1 to the Interagency Agreement between NCPRD and H3S-Social Services division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Laura Zentner". The signature is written in black ink and is positioned above the printed name and title.

Laura Zentner, Director  
Business and Community Services

Interagency Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9300 Subrecipient#: N/A Board Agenda #: 072519-A5  
Division: Social Services Amendment Number: 1  
Contractor: North Clackamas Parks and Recreation District - Milwaukie Center  
("NCPRD-Milwaukie Center")  
Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Interagency Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the nutrition services and physical fitness/fall prevention funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This results in a net increase to the contract budget of \$12,064.

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.

---

This Amendment #1, when signed by the NCPRD-Milwaukie Center ("CONTRACTOR") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the contract documents, superseding the original to the applicable extent indicated.

WHEREAS, the CONTRACTOR and COUNTY entered into those certain CONTRACTOR Agreement documents for the provision of services dated July 1, 2019 as may be amended ("Agreement");

WHEREAS, the CONTRACTOR and COUNTY desire to amend the Agreement and otherwise modify it as set forth herein;

NOW, THEREFORE, the CONTRACTOR and COUNTY hereby agree that the Agreement is amended as follows:

**I. AMEND: III. COMPENSATION AND RECORDS**

- A. Compensation. H3S-SSD shall compensate the NCPRD-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$328,745:

<b>Funding Title</b>	<b>CFDA #</b>	<b>Funding Maximum</b>
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-C1	93.045	\$36,967



Older Americans Act III-C1	93.045	\$110,311
Older Americans Act III-D	93.043	\$715
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$34,493
Special Program Allocation (State Fund)	N/A	\$715
Low Income Energy Assistance (LIEAP)	N/A	\$3,750
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	\$35,059
STF/Ride Connection: Vehicle Maintenance	20.513	\$8,250
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$538
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$1,142

**II. TO READ: III. COMPENSATION AND RECORDS**

A. Compensation. H3S-SSD shall compensate the NCPRD-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is **\$340,809**

<b>Funding Title</b>	<b>CFDA #</b>	<b>Funding Maximum</b>
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-C1	93.045	<b>\$35,288</b>
Older Americans Act III-C1	93.045	<b>\$124,385</b>
Older Americans Act III-D	93.043	\$715
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	<b>\$34,808</b>
Special Program Allocation (State Fund)	N/A	<b>\$0</b>
Low Income Energy Assistance (LIEAP)	N/A	\$3,750
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	\$35,059
STF/Ride Connection: Vehicle Maintenance	20.513	\$8,250
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	<b>\$573</b>
Medicaid Funds: Waivered Non-Medical Transportation	N/A	<b>\$1,177</b>

**II. AMEND:** Exhibit 6 – Budget and Units of Services- Section B, Unit Cost Schedule.

**TO READ:** Exhibit 6 – Budget and Units of Services – Section B, Unit Cost Schedule..

Amend

**Milwaukie Center**

Fiscal Year 2019-20

Federal Award Number CFDA Number Service Category	OAA IIIB Funds		OAA IIIC1 Funds		OAA IIIC2 Funds		OAA IIID Funds		OAA IIIE Funds		Required Match		NSIP Funds		Other State Funds		Ride Connection			LIHEAP Funds		MEDICAID Funds		TriMet Funds		Program Income		NO. OF UNITS		TOTAL COST		REIMBURSEMENT RATE			
	16AAORT3SS		16AAORT3CM		16AAORT3HD		16AAORT3PH		16AAORT3FC		16AAORNSIP		310 Funds		STF Funds		OR-65-012		20.513		N/A		N/A		N/A		N/A		N/A		N/A		N/A		
	93,044		93,045		93,045		93,043		93,052		93,053		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A		
	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)		(10)		(11)		(12)		(13)		(14)		(15)		(16)		(17)		(18)
Case Management (His)	27,098										3,013																761.7 hrs		30,111		\$37.24				
Reassurance (Contacts)	5,651										628																185		6,279		\$30.56				
Information & Assist.	11,829										1,315																648		13,144		\$18.25				
Public Outreach	1,000										111																20		1,111		\$50.00				
Transportation - OAA	7,799										867														1,500		10,166		\$5.00						
OAA/NSIP Food Service			18,415		54,950						2,048		34,493												52,560		162,465		\$2.93						
OAA Meal Site Mngt.			18,553		55,360						2,063																54,750		75,976		\$1.35				
OPI/HDM Service																											0		0		\$0.00				
Evidence Based Health & Wellness Programs							715				0				715												19 classes		1,430		\$75.00				
Caregiver Respite Program									9,228		2,307																160		11,535		\$57.50				
Transportation - T19											0								538		1,142						120		1,680		\$14.00				
Transportation Ride Con											0						34,200								3,986		38,186		\$7.50						
STF Transport. Van/Bus											0						35,059										1,943		35,059		\$18.04				
Ride Con - Vehicle Maint											944						8,250										N/A		9,194		N/A				
LIHEAP Intakes																					3,750						150		3,750		\$25.00				
<b>TOTALS</b>	\$53,377		\$36,967		\$110,311		\$715		\$9,228		\$13,297		\$34,493		\$715		\$34,200		\$35,059		\$8,250		\$538		\$1,142		\$538		\$3,750		\$56,046		\$400,088		

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contract Amount: \$328,745

Federal Award Total: \$253,341

**Milwaukie Center**  
 Fiscal Year 2019-20

To Read

Federal Award Number	CFDA Number	Service Category	OAA IIB		OAA IIC1		OAA IIC2		OAA IID		OAA IIE		Required Match	NSIP		Other State Funds	Ride Connection			MEDICAD		LIHEAP		Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
			Funds	(1)	Funds	(2)	Funds	(3)	Funds	(4)	Funds	(5)		Funds	(6)		Funds	(7)	In Dist	TriMet	STF	Funds	N/A				
			16AORT3SS	93,044	16AORT3CM	93,045	16AORT3HD	93,045	16AORT3PH	93,043	16AORT3FC	93,052	N/A	16AORNISP	93,053												
				(1)		(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)					
Case Management (Hrs)			27,098										3,013												761.7 hrs	30,111	\$37.24
Reassurance (Contacts)			5,651										628												185	6,279	\$30.56
Information & Assist.			11,829										1,315												648	13,144	\$18.25
Public Outreach			1,000										111												20	1,111	\$50.00
Transportation - OAA			7,799										867												1,500	10,166	\$5.00
OAA/NSIP Food Service					16,972	59,825							1,867	34,808											53,040	166,532	\$2.98
OAA Meal Site Mngt.					18,315	64,560							2,037												55,250	84,912	\$1.50
OPI/HDM Service																									0	0	\$0.00
Evidence Based Health & Wellness Programs										715			0												9.5 classes	715	\$75.00
Caregiver Respite Program									9,228			2,307													160	11,535	\$67.50
Transportation - T19												0													125	1,750	\$14.00
Transportation Ride Con												0													3,986	38,186	\$7.50
STF Transport, Vanibus												0													1,943	35,059	\$18.04
Ride Con - Vehicle Maint												944													N/A	9,194	N/A
LIHEAP Intakes																									N/A	3,750	\$25.00
<b>TOTALS</b>			\$63,377	\$35,288	\$124,365	\$715	\$9,228	\$13,111	\$34,808	\$0	\$34,200	\$5,059	\$6,250	\$673	\$1,177	\$3,750	\$8,526	\$412,446									

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only  
 Source of OAA Match - Staff time

Contract Amount: \$340,809

Federal Award Total: \$266,050



INTERGOVERNMENTAL AGREEMENT #9300

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION  
AREA AGENCY ON AGING

and

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
MILWAUKIE CENTER

Fiscal Year 2019-2020

TABLE OF CONTENTS

<u>Topics</u>	<u>Page Numbers</u>
I Purpose .....	1
II Scope of Work and Cooperation .....	1
III Compensation and Records .....	1 - 3
IV Liaison Responsibilities .....	3
V Special Requirements .....	3 - 6
VI Amendments .....	7
VII Terms of Agreement .....	7 - 8
VIII Signatures .....	8
Exhibit 1 Purpose, Service Descriptions and Service Objectives .....	9 - 19
Exhibit 2 – Transportation Provider Standards .....	20 – 21
Exhibit 3 - Required Federal Terms and Conditions .....	22 – 28
Exhibit 4 – Standard Terms and Conditions .....	29 – 32
Exhibit 5 – Reporting Requirements .....	33 – 34
Exhibit 6 – Budget and Units of Services .....	35– 37
Exhibit 7 – AGENCY Information .....	38 – 44

## INTERGOVERNMENTAL AGREEMENT

### I. PURPOSE

This agreement provides the basis for a cooperative working relationship between Clackamas County Health, Housing, & Human Services Department/Social Services Division, herein referred to as H3S-SSD, and North Clackamas Parks and Recreation District/Milwaukie Center, herein referred to as NCPRD-MILWAUKIE, with the common goal of providing social services to clients of the Aging and Disability Services program.

### II. SCOPE OF WORK AND COOPERATION

- A. NCPRD-MILWAUKIE agrees to accomplish the work under this contract for State and Federally funded services as outlined in Exhibit 1 - Purpose, Service Descriptions and Service Objectives.
- B. NCPRD-MILWAUKIE agrees to accomplish the following work under this contract for Ride Connection funded services:
1. Provide rides using NCPRD-MILWAUKIE operated vehicles, volunteers and/or private taxis to older persons and to younger persons with disabilities who are unable to manage transportation needs independently.
- C. H3S-SSD agrees to:
1. Provide technical assistance in service provision, budget and reporting.
  2. Provide structured opportunities to NCPRD-MILWAUKIE staff to network with similar program providers.
  3. Provide training opportunities to NCPRD-MILWAUKIE staff.

### III. COMPENSATION AND RECORDS

- A. Compensation. H3S-SSD shall compensate the NCPRD-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is **\$328,745**:

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-C1	93.045	\$36,967
Older Americans Act III-C1	93.045	\$110,311
Older Americans Act III-D	93.043	\$715
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$34,493
Special Program Allocation (State Fund)	N/A	\$715
Low Income Energy Assistance (LIEAP)	N/A	\$3,750
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	\$35,059
STF/Ride Connection: Vehicle Maintenance	20.513	\$8,250

STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$538
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$1,142

B. Method of Payment. To receive payment the NCPRD-MILWAUKIE shall submit invoices and accompanying progress reports as follows:

1. As required in Exhibit 4.
2. Provider match required for OAA funds is 11.12% for Titles III-B and III-C and 34.34% for Title III-E. Provider match is provided as in-kind by providing services beyond the contracted units. Any in-kind services provided under one Title in excess of the required units needed as match may be used for match of other titles. Example: Excess Case Management hours may be used to match Title III-C
3. NCPRD-MILWAUKIE will invoice and receive reimbursement from the State of Oregon Adults and Persons with Disabilities office (APD) for eligible Medicaid Home Delivered Meals delivered to APD Clients as authorized by APD Case Managers.
4. All requests for payment are subject to the approval of H3S-SSD and will be submitted to H3S-SSD ADS Contract Specialist.
5. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the NCPRD-MILWAUKIE 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, the H3S-SSD shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the NCPRD-MILWAUKIE submits required reports, performs required services, or establishes the H3S-SSD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the NCPRD-MILWAUKIE.

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed...

D. Access to Records. H3S-SSD, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the NCPRD-MILWAUKIE which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

If an audit discloses that payments to the NCPRD-MILWAUKIE were in excess of the amount to which the NCPRD-MILWAUKIE was entitled, then the NCPRD-MILWAUKIE shall repay the amount of the excess to the H3S-SSD.

#### IV. LIAISON RESPONSIBILITIES

H3S-SSD ADS Contract Specialist will act as liaison from H3S-SSD for this service agreement. Milwaukie Center Supervisor will act as liaison from NCPRD-MILWAUKIE.

#### V. SPECIAL REQUIREMENTS

See Exhibit 1 - Purpose, Service Descriptions and Service Objectives

##### A. Compliance with Applicable Laws

1. Federal Terms. The NCPRD-MILWAUKIE shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
2. State Statutes. NCPRD-MILWAUKIE 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.
3. 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, NCPRD-MILWAUKIE may in writing request H3S-SSD to resolve the conflict. NCPRD-MILWAUKIE shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The H3S-SSD shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The NCPRD-MILWAUKIE shall remain obligated to independently comply with all applicable laws and no action by the H3S-SSD shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
4. Criminal Records and Abuse Checks. NCPRD-MILWAUKIE agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181A195 and 181A200 and ORS 443.004. Subject individuals are employees of the NCPRD-MILWAUKIE; volunteers of the NCPRD-MILWAUKIE; employees and volunteers of NCPRD-MILWAUKIE's subcontractors and direct care providers of clients for which NCPRD-MILWAUKIE provides service authorization.  

H3S-SSD will assist NCPRD-MILWAUKIE to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System (CRIMS) for NCPRD-MILWAUKIE's subject individuals as requested.
5. Mandatory Reporting of Elder Abuse. SUBREPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the NCPRD-MILWAUKIE's clients to whom the NCPRD-MILWAUKIE provides services.
6. Americans with Disabilities Act. NCPRD-MILWAUKIE will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.



7. Confidentiality of Client Information.
  - i. All information as to personal facts and circumstances obtained by the NCPRD-MILWAUKIE on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
  - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this agreement. Confidentiality policies shall be applied to all requests from outside sources.
  - iii. DHS, H3S-SSD and NCPRD-MILWAUKIE will share information as necessary to effectively serve DHS Clients.
- B. AGENCY Standard Terms and Conditions. The NCPRD-MILWAUKIE shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – AGENCY Standards Terms and Conditions.
- C. Indemnity.
  1. Non-Medical rides for Medicaid clients funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of NCPRD-MILWAUKIE or its officers, employees, Subcontractors, or agents.
  2. Ride Connection/Tri-Met funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE shall indemnify, hold harmless, and defend Ride Connection, TriMet, its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, resulting directly from NCPRD-MILWAUKIE’s performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of NCPRD-MILWAUKIE, its employees, representatives, or subcontractors.
  3. Special Transportation Funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE agrees to fully indemnify, hold harmless and defend Ride Connection, Tri-Met, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney’s fees, resulting from or arising out of the activities of NCPRD-MILWAUKIE, its subcontractors, employees or agents under this Agreement.
- D. Insurance. During the term of this contract NCPRD-MILWAUKIE shall maintain in force at its own expense, each insurance noted below:
  1. Commercial General Liability

- i. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be not less than \$1,066,700 each occurrence/\$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- ii. Required for Ride Connection/Tri-Met Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- iii. Required for Special Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$\$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.

## 2. Commercial Automobile Liability

- i. Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be not less than \$1,066,700 each accident for Bodily injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- ii. Required for Ride Connection/Tri-Met Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- iii. Required for Special Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.

## 3. Additional Insurance Provisions

- i. Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but

only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

- ii. Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
  - a) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
  - b) give Ride Connection and Tri-Met not less than thirty (30) days’ notice prior to termination or cancellation of coverage; and
  - c) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- iii. Required for Special Transportation Funding – the insurance shall:
  - a) include Ride Connection, Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation, and
  - b) give Tri-Met not less than thirty (30) days’ notice prior to termination or cancellation of coverage.

E. Workers’ Compensation

- 1. NCPRD-MILWAUKIE and all employees working under this contract are subject employees under the Oregon Workers' Compensation Law and will comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 2. NCPRD-MILWAUKIE warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE must indemnify Ride Connection for any liability incurred by Ride Connection as a result of NCPRD-MILWAUKIE's breach of the warranty under this Paragraph.

F. Accessibility to Programs, Services and Activities. NCPRD-MILWAUKIE will meet the requirements of Title II of the ADA, Section 504 of the Rehabilitation Act and DHS Policy 010-005.

- 1. NCPRD-MILWAUKIE will ensure the following for all programs, services and activities provided through this contract:
  - i. Public meetings, hearings and public events are held in locations that meet ADA accessibility requirements;
  - ii. Services, programs and activities provided are readily accessible to and usable by individuals with disabilities;
  - iii. When communicating with individuals make available:
    - a) Written materials in alternate format,
    - b) Qualified interpreters or auxiliary aids and services to refer individuals,
    - c) And access via text telephone (TTY);

- iv. When a location for a service, program or activity is not physically accessible NCPRD-MILWAUKIE will have a plan for making that service, program or activity available at an alternate location, either with NCPRD-MILWAUKIE or with a sub-contractor;
- v. Display notices in NCPRD-MILWAUKIE's public areas and provide information to individuals about the availability of auxiliary aids and services and the legal rights of individuals with disabilities;
- vi. Cooperate with periodic H3S-SSD reviews for compliance with the ADA and Section 504 and follow NCPRD-MILWAUKIE policy to address complaints and noncompliance.

#### VI. AMENDMENTS.

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties and the County Administrator.

#### VII. TERM OF AGREEMENT

This agreement becomes effective **July 1, 2019** and is scheduled to terminate **June 30, 2020**.

Termination. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

The H3S-SSD may terminate this contract effective upon delivery of written notice to the NCPRD-MILWAUKIE, or at such later date as may be established by the H3S-SSD, under any of the following conditions:

- A. If H3S-SSD 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.
- B. If federal or state regulations or guidelines 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.
- C. If any license or certificate required by law or regulation to be held by the NCPRD-MILWAUKIE to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If NCPRD-MILWAUKIE fails to provide services or reports as specified by the H3S-SSD in this contract.
- E. If NCPRD-MILWAUKIE fails to comply with any requirements in this contract.

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


Future Support. The H3S-SSD 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.

Integration. This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

VIII. SIGNATURE PAGE TO AGREEMENT

This agreement consists of eight (8) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 AGENCY Information

<p><b>GOVERNMENTAL UNIT</b>  <u><b>North Clackamas Parks and Recreation</b></u>  <u><b>District</b></u>          Commissioner Jim Bernard, Chair          Commissioner Sonya Fischer          Commissioner Ken Humberston          Commissioner Paul Savas          Commissioner Martha Schrader</p> <p><b>Signing on Behalf of the Board</b></p> <p></p> <hr/> <p>Laura Zentner, Director          Business &amp; Community Services</p> <p></p> <hr/> <p>Date</p>	<p><b>CLACKAMAS COUNTY</b></p> <p>Commissioner Jim Bernard, Chair          Commissioner Sonya Fischer          Commissioner Ken Humberston          Commissioner Paul Savas          Commissioner Martha Schrader</p> <p><b>Signing on Behalf of the Board</b></p> <hr/> <p>Richard Swift, Director          Health, Housing, &amp; Human Services Dept.</p> <hr/> <p>Date</p>
<p><b>Approved as to Content:</b></p> <hr/> <p>Marty Hanley, Center Supervisor</p> <hr/> <p>Date</p>	<p><b>Approved as to Content:</b></p> <hr/> <p>Brenda Durbin, Social Services Div. Director</p> <hr/> <p>Date</p>

## Exhibit 1

### PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

#### **A. PURPOSE OF THE SERVICES**

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older ("Work"). The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

#### **B. DESCRIPTION OF SERVICES**

- 1. CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
  - i. Access & Assessments:
    - a) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
    - b) Utilize an approved County-wide standardized assessment/intake form.
    - c) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
    - d) May be billed upon submission of assessment/intake form.
  - i. Service Implementation & Monitoring:
    - a) Provide early identification of current or potential problem areas.
    - b) Assess the need for changes/improvements in service.
    - c) Identify any gaps/unmet needs.
    - d) Review intervention results to determine if what was done achieved the desired result.
    - e) Determine if services should be discontinued.
    - f) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- 2. REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
- 3. INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
  - i. Informal assessment of the client's needs.
  - ii. Evaluation of appropriate resources.
  - iii. Assistance linking the client to the resources.

- iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
  - v. Follow up with the client or agency to see if the needs were met.
  - vi. Tallying the category of need for each inquiry.
  - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- 4. PUBLIC OUTREACH/EDUCATION:** Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.
- 5. TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Milwaukie Center Transportation Consortium Goals:
    - a) Continue coordination with H3S-SSD's Transportation Reaching People program.
    - b) Increase replacement reserve fund with separate accounting
    - c) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
    - d) Continue regular publicity/marketing efforts regarding transportation program
    - e) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
    - f) Attend all scheduled Transportation Consortium meetings.
  - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
    - a) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. NCPRD-MILWAUKIE must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. H3S-SSD will coordinate completion and distribution of forms for NCPRD-MILWAUKIE and case managers through the Transportation Reaching People (TRP) program.
    - b) Services shall be billed by NCPRD-MILWAUKIE according to the following rate scale:
 

<u>One person, one-way ride:</u>	<u>\$14.00 per ride</u>
----------------------------------	-------------------------
    - c) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

- d) Trips will be tracked daily by client and type of ride. This information will be sent monthly to H3S-SSD, and be available for State and Federal representatives for audit purposes.
- iii. NCPRD-MILWAUKIE will be responsible for:
- a) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
  - b) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
  - c) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
  - d) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
- 6. FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Milwaukie Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."
- 7. MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the North Clackamas Park & Recreation District service area to enhance visibility and encourage participation. One unit is one meal served.
- 8. EVIDENCE-BASED HEALTH & WELLNESS PROGRAMS** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations.
- 9. CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual.



**10. LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) Intakes** – A service provided by NCPRD-MILWAUKIE staff to assist vulnerable, homebound, low income County residents in completing applications for LIHEAP funds. A unit of service is one correctly completed, accepted application submitted to H3S-SSD prior to the November 30, 2015 deadline.

C. SERVICE OBJECTIVES

**1. Case Management**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. NCPRD-MILWAUKIE CSC completes assessment on a H3S-SSD approved assessment/intake form.
- iii. NCPRD-MILWAUKIE CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. NCPRD-MILWAUKIE CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. NCPRD-MILWAUKIE CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. NCPRD-MILWAUKIE CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. NCPRD-MILWAUKIE CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. NCPRD-MILWAUKIE CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. NCPRD-MILWAUKIE CSC keeps all client information in a secured area, accessible to only authorized personnel.

**2. Reassurance**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. NCPRD-MILWAUKIE CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.

- iii. NCPRD-MILWAUKIE CSC keeps all client information in a secured area, accessible to only authorized personnel.

### **3. Information and Assistance - H3S-SSD Responsibilities**

**Objective:** To provide NCPRD-MILWAUKIE with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. H3S-SSD will provide orientation on H3S-SSD's I&R program to NCPRD-MILWAUKIE I&A staff.
- ii. H3S-SSD will notify NCPRD-MILWAUKIE's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by NCPRD-MILWAUKIE.

### **4. Information and Assistance - NCPRD-MILWAUKIE Responsibilities**

**Objective 1:** Have a system in place which enables NCPRD-MILWAUKIE to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. NCPRD-MILWAUKIE will designate a single individual (paid or volunteer) who is at least 0.5 FTE with the NCPRD-MILWAUKIE as an I & A Specialist.
- ii. NCPRD-MILWAUKIE will notify H3S-SSD I & A Coordinator and Contract Specialist within 30 days of any change in NCPRD-MILWAUKIE's designated I & A Specialist, and will schedule an on-site training with the H3S-SSD I & A Coordinator for the new designee within 60 days of appointment.
- iii. NCPRD-MILWAUKIE's I & A Specialist will attend a minimum of 6 monthly H3S-SSD "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. NCPRD-MILWAUKIE's I & A Specialist will update center information for the H3S-SSD 's Community Resources Guide, initiate notification to H3S-SSD 's I&R program regarding any changes to NCPRD-MILWAUKIE programs, and notify H3S-SSD 's I&R program of any significant changes in local community resources.
- v. NCPRD-MILWAUKIE I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the H3S-SSD I & A Coordinator by the 10th day following each quarter.

**Objective 2:** To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. NCPRD-MILWAUKIE Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. NCPRD-MILWAUKIE makes referral and follows up with client within a 2 day work period.
- iii. NCPRD-MILWAUKIE annotates follow up taken and number of referrals needed on Referral Log.
- iv. NCPRD-MILWAUKIE Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

## 5. Public Outreach/Education

**Objective:** To provide information to groups of current or potential clients and community partners about available services for North Clackamas Park & Recreation District service area residents age 60 and older.

Elements:

- i. NCPRD-MILWAUKIE schedules and makes presentations to local groups throughout the contract year.
- ii. NCPRD-MILWAUKIE keeps a record of information given to groups such as:
  - a) outline of presentation
  - b) copies of flyers, brochures, etc. distributed
  - c) names and number of people in group presented to

## 6. Transportation

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. NCPRD-MILWAUKIE designates one person to be coordinator for the transportation program. This person will be responsible for:
  - a) Recruiting drivers.
  - b) Submitting criminal checks
  - c) Ensuring all drivers meet Ride Connection training requirements
  - d) Scheduling road tests for all drivers.
  - e) Conducting periodic/seasonal driver safety training.
  - f) Providing a copy of written procedures for transportation services to each driver.
  - g) Scheduling vehicle maintenance.
  - h) Maintain daily Pre- and Post- trip Reports
- ii. NCPRD-MILWAUKIE provides transportation as scheduled each day.
- iii. NCPRD-MILWAUKIE maintains system to document each trip of each day.

## 7. Food Service

**Objective 1:** To produce and deliver contracted number of meals throughout the contract period.

Elements:

- i. NCPRD-MILWAUKIE submits each month's menu to H3S-SSD's contract Registered Dietitian (RD) by the first day of the preceding month. Menus must meet the following standards:
  - a) Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use

computerized nutrient analysis to assure meals are in compliance with nutritional requirements.

- b) The cycle for the cycle menu system must be at least nine weeks long.
- c) A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
- d) Menus should reflect the tastes and appetites of the current elderly population.
- e) Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
- f) All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
- g) A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
- h) Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

**Objective 2:** To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.
- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

**Objective 3:** To use standardized recipes and portion control.

Elements:

- i. Recipes used by NCPD-MILWAUKIE should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.

- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

**Objective 4:** To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

**Objective 5:** To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to H3S-SSD within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.
- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

**Objective 6** To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. NCPRD-MILWAUKIE must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. NCPRD-MILWAUKIE must have a new employee orientation.
- iii. NCPRD-MILWAUKIE must have a training plan that includes training for employees and supervisory staff.

## **8. MEAL SITE MANAGEMENT**

**Objective 1:** To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

**Objective 2:** To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

**Objective 3:** To determine eligibility of participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to or less than the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
  - a) be 75 years or older
  - b) live alone
  - c) have a physical or mental impairment which prevents proper functioning within society
  - d) be of a minority group
  - e) have no significant other(s)

**Objective 4:** To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. NCPRD-MILWAUKIE plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. NCPRD-MILWAUKIE provides opportunities to promote personal growth and self-image.
- iii. NCPRD-MILWAUKIE provides opportunities for a variety of types and levels of involvement.
  - a) Small and large group activities
  - b) Active and spectator participation
  - c) Participation with the general community and other generations.
- iv. NCPRD-MILWAUKIE plans activities which are flexible and responsive to change in:
  - a) Individual participant needs and interests.
  - b) Characteristics of the service area's older population.
  - c) Other programs in the relevant service area.

**Objective 5:** To inform the community about the meal site program.

Elements:

- i. NCPRD-MILWAUKIE publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. NCPRD-MILWAUKIE ensures Center is identified by an easily visible sign at its entrance.
- iii. NCPRD-MILWAUKIE posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. NCPRD-MILWAUKIE mails or delivers calendar of upcoming Center activities to current and potential participants.

**Objective 6:** To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. NCPRD-MILWAUKIE identifies needs and concerns specific to the Center and service area participants.
- ii. NCPRD-MILWAUKIE incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. NCPRD-MILWAUKIE conducts program participant satisfaction survey at least once per year.

**Objective 7:** To collect, account for and report program income (participant donations).

Elements:

- i. NCPRD-MILWAUKIE provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. NCPRD-MILWAUKIE sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. NCPRD-MILWAUKIE has system set up at site to collect full meal price from persons not eligible for services.
- iv. NCPRD-MILWAUKIE posts:
  - a) full cost of the meal, and
  - b) a notice describing the donation and payment policies.
- v. NCPRD-MILWAUKIE may post suggested donation information if it is clear that:
  - a) every donation from an eligible participant is on a "pay what you can afford" basis, and
  - b) no means test is used in the collection of contributions or provision of the mea

## **9. Evidence-based Health & Wellness Program**

**Objective:** To provide contracted units of service throughout the contract period.

Elements:

- i. NCPRD-MILWAUKIE regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. NCPRD-MILWAUKIE registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. NCPRD-MILWAUKIE has physical condition of clients assessed before setting up plan for workouts with equipment.

## **10. Caregiver Respite –**

**Objective:** To provide contracted units of service for family members of eligible under the Family Caregiver Support Program.

Elements:

- i. NCPRD-MILWAUKIE respite program coordinator (RPC) interviews care providers to determine appropriateness of clients to program.
- ii. NCPRD-MILWAUKIE RPC registers clients in program.
- iii. NCPRD-MILWAUKIE staff, led by an RN, provide weekly activity program for respite clients.

## **12. Low Income Home Energy Assistance Program (LIHEAP) Intakes**

**Objective:** To provide contracted units of service throughout the contract period.

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIEAP annual application.
- ii. NCPRD-MILWAUKIE CSC ensures that the application form is completed per program requirements.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*



**Exhibit 2**  
**Transportation Provider Standards**

**A. Vehicle Standards**

1. NCPRD-MILWAUKIE shall maintain its vehicles to provide comfortable and safe Rides to Clients. NCPRD-MILWAUKIE's vehicles shall meet the following requirements:
  - i. The interior of the vehicle shall be clean;
  - ii. NCPRD-MILWAUKIE shall not smoke or permit smoking in the vehicle;
  - iii. NCPRD-MILWAUKIE shall maintain appropriate safety equipment in the vehicle, including but not limited to:
    - a) First Aid Kit;
    - b) Fire Extinguisher;
    - c) Roadside reflective or warning devices;
    - d) Flashlight;
    - e) Chains or other traction devices (when appropriate); and,
    - f) Disposable gloves.
  - iv. NCPRD-MILWAUKIE shall maintain the vehicle in good operating condition, by providing the following:
    - a) Seatbelts;
    - b) Side and rear view mirrors;
    - c) Horn; and,
    - d) Working turn signals, headlights, taillights, and windshield wipers.
2. NCPRD-MILWAUKIE shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. NCPRD-MILWAUKIE shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. NCPRD-MILWAUKIE shall provide all equipment necessary to transport Clients using wheelchairs.

**B. Drivers**

1. NCPRD-MILWAUKIE shall inform drivers of their job duties and responsibilities and provide training related to their job duties. NCPRD-MILWAUKIE shall also:
  - i. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
  - ii. Ensure that drivers are capable of safely operating vehicles;
  - iii. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
  - iv. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire;
  - v. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
  - vi. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. NCPRD-MILWAUKIE's selection of its drivers shall include:
  - i. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and
  - ii. Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of NCPRD-MILWAUKIE and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients will not be placed at risk of harm from the driver.

### **C. Vehicles**

1. NCPRD-MILWAUKIE shall operate the vehicles listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
  - i. 2010 Ford Startrans Senator; VIN: 1FDFE45SX9DA92863
  - ii. 2015 Ford Areotech; VIN: 1FDFE4FS0EDA04525
  - iii. 2015 Ford Elkhart, VIN: 1FDFE4FS0FDA15851
  - iv. 2017 MB Starcraft Allstar, VIN: 1FDFE4FS0HDC07466
2. NCPRD-MILWAUKIE shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by NCPRD-MILWAUKIE into the Ride Connection vehicle maintenance database at the time service is completed. If NCPRD-MILWAUKIE is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. County will distribute these fund to NCPRD-MILWAUKIE within 21 days of receipt of payment from Ride Connection.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

**EXHIBIT 3**  
**Required Federal Terms and Conditions**

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, NCPRD-MILWAUKIE shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to NCPRD-MILWAUKIE, or to the Work, or to any combination of the foregoing. 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.

- 1. Miscellaneous Federal Provisions.** NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, NCPRD-MILWAUKIE expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 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 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 the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then NCPRD-MILWAUKIE shall comply and require 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).
- 3. Clean Air, Clean Water, Environmental Protection Agency ("EPA") Regulations.** If this Agreement, including amendments, exceeds \$150,000 then NCPRD-MILWAUKIE shall comply and require all 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 EPA 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 DHS, United States Department of Health and Human Services and the appropriate Regional Office of the EPA. NCPRD-MILWAUKIE shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** NCPRD-MILWAUKIE shall comply and require all 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).
5. **Truth in Lobbying.** By signing this Agreement, NCPRD-MILWAUKIE certifies, to the best of NCPRD-MILWAUKIE's knowledge and belief that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of NCPRD-MILWAUKIE, 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, NCPRD-MILWAUKIE shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - iii. NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIEs and subcontractors shall certify and disclose accordingly.
  - iv. This certification is a material representation of fact upon which reliance was placed when this Agreement 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.
  - v. No part of any federal funds paid to NCPRD-MILWAUKIE under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - vi. No part of any federal funds paid to NCPRD-MILWAUKIE under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and

recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- vii. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- viii. No part of any federal funds paid to NCPRD-MILWAUKIE under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **HIPAA Compliance.** To the extent that any Work or obligations of NCPRD-MILWAUKIE related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as "HIPAA"), NCPRD-MILWAUKIE must comply. NCPRD-MILWAUKIE shall determine if NCPRD-MILWAUKIE will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that NCPRD-MILWAUKIE will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, NCPRD-MILWAUKIE shall comply and cause all subcontractors to comply with the following:

- i. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between NCPRD-MILWAUKIE and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that NCPRD-MILWAUKIE is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, NCPRD-MILWAUKIE shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
- ii. Data Transactions Systems. If NCPRD-MILWAUKIE intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, NCPRD-MILWAUKIE shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.
- iii. Consultation and Testing. If NCPRD-MILWAUKIE reasonably believes that NCPRD-MILWAUKIE's or COUNTY's data transactions system or other application of HIPAA

privacy or security compliance policy may result in a violation of HIPAA requirements, NCPRD-MILWAUKIE shall promptly consult COUNTY Program Manager. NCPRD-MILWAUKIE or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.

- iv. Business Associate Requirements. NCPRD-MILWAUKIE and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery.** NCPRD-MILWAUKIE shall comply and require all 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 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 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.
8. **Drug-Free Workplace.** NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) NCPRD-MILWAUKIE certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in NCPRD-MILWAUKIE's workplace or while providing services to DHS clients. NCPRD-MILWAUKIE's notice shall specify the actions that will be taken by NCPRD-MILWAUKIE against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, NCPRD-MILWAUKIE's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither NCPRD-MILWAUKIE, or any of NCPRD-MILWAUKIE's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe NCPRD-MILWAUKIE or NCPRD-MILWAUKIE's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs NCPRD-MILWAUKIE or

NCPRD-MILWAUKIE's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

**9. Pro-Children Act.** NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).

**10. Medicaid Services.** NCPRD-MILWAUKIE shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. NCPRD-MILWAUKIE shall acknowledge NCPRD-MILWAUKIE'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.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) 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, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

**11. Agency-based Voter Registration.** NCPRD-MILWAUKIE shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**12. Disclosure.**

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any

person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. NCPRD-MILWAUKIE shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. NCPRD-MILWAUKIE agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - ii. Any rights of copyright to which a grantee, subgrantee or a NCPRD-MILWAUKIE purchases ownership with grant support.



- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

**EXHIBIT 4**  
**Standard Terms and Conditions**

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including NCPRD-MILWAUKIE and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that NCPRD-MILWAUKIE is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

  - a. NCPRD-MILWAUKIE represents and warrants as follows:

    - i. Organization and Authority. NCPRD-MILWAUKIE is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. NCPRD-MILWAUKIE has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - ii. Due Authorization. The making and performance by NCPRD-MILWAUKIE of this Agreement (a) have been duly authorized by all necessary action by NCPRD-MILWAUKIE and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or

- other administrative agency or any provision of NCPRD-MILWAUKIE's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which NCPRD-MILWAUKIE is a party or by which NCPRD-MILWAUKIE may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by NCPRD-MILWAUKIE of this Agreement.
- iii. Binding Obligation. This Agreement has been duly executed and delivered by NCPRD-MILWAUKIE and constitutes a legal, valid and binding obligation of NCPRD-MILWAUKIE, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - iv. NCPRD-MILWAUKIE has the skill and knowledge possessed by well-informed members of its industry, trade or profession and NCPRD-MILWAUKIE will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in NCPRD-MILWAUKIE's industry, trade or profession;
  - v. NCPRD-MILWAUKIE shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
  - vi. NCPRD-MILWAUKIE prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
  - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
  - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**5. Ownership of Intellectual Property.**

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
  - i. "NCPRD-MILWAUKIE Intellectual Property" means any intellectual property owned by NCPRD-MILWAUKIE and developed independently from the Work.
  - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or NCPRD-MILWAUKIE.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by NCPRD-MILWAUKIE or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the NCPRD-MILWAUKIE owns, NCPRD-MILWAUKIE grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or NCPRD-MILWAUKIE grant to the United States a license to any intellectual property, or if state or federal law requires that the COUNTY or the United States own the intellectual property, then NCPRD-MILWAUKIE shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by NCPRD-MILWAUKIE in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to NCPRD-MILWAUKIE to use, copy, distribute, display, build upon and improve the intellectual property.
- d. NCPRD-MILWAUKIE shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. Records Maintenance; Access.** NCPRD-MILWAUKIE shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, NCPRD-MILWAUKIE shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of NCPRD-MILWAUKIE, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document NCPRD-MILWAUKIE's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of NCPRD-MILWAUKIE whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." NCPRD-MILWAUKIE acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized

representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** NCPRD-MILWAUKIE shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable 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. NCPRD-MILWAUKIE shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires NCPRD-MILWAUKIE or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants NCPRD-MILWAUKIE or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, NCPRD-MILWAUKIE shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
  - a. NCPRD-MILWAUKIE shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and NCPRD-MILWAUKIE are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that NCPRD-MILWAUKIE's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## Exhibit 5 Reporting Requirements

### A. INVOICES

NCPRD-MILWAUKIE shall submit invoices in a format designated or approved by H3S-SSD. Invoices are due by the 10th of the subsequent month. H3S-SSD shall make payment to NCPRD-MILWAUKIE within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear the NCPRD-MILWAUKIE's name and address and be signed by an authorized representative of NCPRD-MILWAUKIE. The authorized signator of the invoice shall verify that the services purchased have been performed.

NCPRD-MILWAUKIE shall submit the following invoices and reports:

1. Financial summary including match and program income.
2. Vehicle Maintenance Invoices – Original approved vendor invoices for vehicle maintenance will be submitted monthly with transportation reports.
3. Additional financial reports for the administration of this contract, as required by the County.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the NCPRD-MILWAUKIE fail to submit 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, H3S-SSD shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the NCPRD-MILWAUKIE submits required reports, performs required services, or establishes to H3S-SSD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of the NCPRD-MILWAUKIE.

NCPRD-MILWAUKIE shall return to H3S-SSD all funds which were expended in violation of this contract.

### B. PROGRAM ACTIVITY REPORTS

1. The NCPRD-MILWAUKIE shall submit nutrition reports monthly. These reports shall have:
  - a. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
  - b. the amount of participant donations by Congregate and HDM .
2. NCPRD-MILWAUKIE may bill for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. NCPRD-MILWAUKIE may not bill for meal site management for these meals.
3. NCPRD-MILWAUKIE shall submit copies of the APD Medicaid Home Delivered Meals vouchers on current State approved form.
4. NCPRD-MILWAUKIE shall submit monthly Transportation Report Forms A, B, and C

5. NCPRD-MILWAUKIE shall submit monthly a list of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client.
6. NCPRD-MILWAUKIE will submit monthly unduplicated client figures for current reporting period, and year to date.
7. NCPRD-MILWAUKIE will submit monthly service/unit summary with current reporting period figures.
8. NCPRD-MILWAUKIE shall input NAPIS client registration and service/program data into Oregon Department of Human Services OR ACCESS database within 6 weeks of the end of the month service was provided in. Programs service data must be equal to or greater than units of service billed for.

#### C. AUDIT/MONITORING

NCPRD-MILWAUKIE shall permit authorized representatives of H3S-SSD and other applicable audit agencies of the state or federal government, to review the records of the NCPRD-MILWAUKIE in order to satisfy program audit and evaluation purposes deemed necessary by County and permitted under law.

NCPRD-MILWAUKIE agrees to participate with H3S-SSD in any evaluation project or performance report, as designated by H3S-SSD or applicable state or federal agency, and to make available all information required by any such evaluation process.

#### D. ADMINISTRATION

The H3S-SSD Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be the County representative in matters related to this contract. The NCPRD-MILWAUKIE shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

**Exhibit 6**  
**Budget and Units of Service**

A. BUDGET

H3S-SSD 's payment to the NCPRD-MILWAUKIE will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

Program Income: NCPRD-MILWAUKIE acknowledges that all contributions received from participants or other persons for receipt of services from the Title III-B, III-C, III-D, and III-E funded Programs are program income. If the program income is equal to or less than the budgeted amount, the program income is to be spent before any Title III-B, III-C, III-D, or III-E funds. If the program income is greater than the budgeted amount, the funds are to be used either to expand the service or reduce County's Title III-B, III-C, III-D, or III-E contribution.

NCPRD-MILWAUKIE may not transfer funds from one service category to another without written approval from H3S-SSD.

\$.96 of program income collected per meal will contribute to reimbursement rate for each meal provided by the Milwaukie Center. The total of the number of meals provided times \$.85 will be deducted from the amount requested from the County on the reimbursement request.

Program income above the \$.96 per meal will be retained at the Milwaukie Center and be used for meal site management activities

NCPRD-MILWAUKIE agrees to provide matching funds for the service provision specified in this Exhibit as follows:

Match shall be figured at 11.12% of the OAA Title III-B and III-C funds contracted per service provision, and at 33.34% for OAA Title III-E funds.

NCPRD-MILWAUKIE match funds must be from sources other than Federal funds, and a statement of assurance provided to County stating this.

Match funds for Ride Connection vehicle maintenance program will be figured at 10.27%. Ride Connection will withhold match from vehicle maintenance reimbursements.

NCPRD-MILWAUKIE will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.





C. UNITS OF SERVICE

NCPRD-MILWAUKIE or H3S-SSD may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between NCPRD-MILWAUKIE and H3S-SSD and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both the NCPRD-MILWAUKIE and H3S-SSD.

<b>Service Category</b>	<b>Planned Number of Service Units</b>	<b>Unit of Measurement</b>	<b>Number of Unduplicated Clients to be Served</b>
Case Management (OAA)	761.7 hrs.	1 hour of service	225
Reassurance (OAA)	185	1 Client Contact	45
Information and Assistance (OAA)	649	1 response to inquiry and follow up	475
Public Outreach/Education	20	1 presentation	NA
Transportation (OAA)	1,560	1 one-way ride	200
Food Service (OAA)	54,750	1 meal delivered/served	150
Meal Site Management (OAA)	54,750	1 meal delivered/served	150
Evidence-based Health & Wellness	19	1 class session	10
Respite Program	160 hrs.	1 hour of services	20
Transportation (Medicaid non-medical)	120	1 one-way ride	10
Transportation (Ride Connection)	4,560	1 one-way ride	200
Transportation (STF)	1,943	1 one-way ride	100
LIEAP Applications	150	1 Completed Application	150

**Exhibit 6  
AGENCY PROFILE**

**1. IDENTIFICATION:** \_\_\_\_\_

North Clackamas Parks and Recreation Dist.  
Milwaukie Center  
 Legal Name

**2. IRS/STATE NONPROFIT NUMBER:** \_\_\_\_\_

\_\_\_\_\_  
 N/A

5440 SE Kellogg Creek Dr

Same  
 Mailing Address

Milwaukie, OR 97222  
 City Zip

653-8100                      794-8016  
 Phone Number              Fax #

**3. CHIEF ADMINISTRATIVE OFFICIAL:**

Name:     Laura Zentner  
 Title:     Director, Business & Comm. Services Dept.

Address: 150 Beaver Creek Road  
 Oregon City, OR 97045

Phone:    503-742-4351

4. TYPE OF PROGRAM: Services for older adults and people with disabilities, with recreation/social/educational opportunities

5. ADVISORY BOARD (LIST MEMBERS):

Milwaukie Center / Community Advisory Board:

Siri Bernard , Ben Horner-Johnson, John Smolinsky, Kim Buckholz, Louise Fisher, Larry Millington, Marilyn Shrum, Joel Bergman, Julie Donohue, Virginia Seitz, Paul Ellison

Frequency of Meetings: Monthly

North Clackamas Parks & Recreation District Advisory Board:

No Board Currently (May 2019)

Frequency of Meetings: Monthly

7. AGENCY INFORMATION:

The following have been approved and adopted by the Agency's Board of Directors:

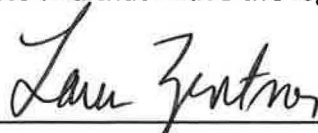
	<u>YES</u>	<u>NO</u>	Approved Usage Certificate	<u>YES</u>	<u>NO</u>
Written Personnel Policies	X				
Staff Job Descriptions	X		Fire Marshal	X	
Written Benefits Policies	X		Co. Health	X	
Affirmative Action Plan	X		County Zone	X	
Nondiscrimination Plan	X				
State/Federal Certifications	X				

Last Total Agency Audit:

Date: Completed Annually as part of the County A-133

Types and Amounts of Insurance Held: Self-insured as part of County Insurance policies

8. AGENCY CERTIFICATION STATEMENT: I certify that to the best of my knowledge, the information contained in the Agency Profile is accurate and complete and that I have the legal authority to commit this Agency to a contractual agreement.



\_\_\_\_\_  
Signature – Laura Zentner

Business & Community Services Director

Title



\_\_\_\_\_  
Date

## I. Response Section

A. Describe your grievance procedure for clients and how County will fit into the process:

These procedures would be applicable to County clients, and County is included as Contracting Agency.

### MILWAUKIE CENTER PROCEDURES FOR HANDLING COMPLAINTS

#### WHO CAN USE THIS PROCEDURE

Any persons who have been denied a Center service or been told they are ineligible for a service, or who have a complaint about how a service is provided may use this complaint/ appeal procedure. The complaint must be made by a complainant who has firsthand knowledge; it cannot be something you have only heard about. Employees who have a complaint about a matter which may affect their employment adversely must use the County's Grievance Procedure established in its Personnel Policies.

#### BEFORE YOU MAKE A COMPLAINT OR APPEAL

It is important that you try to solve a problem informally with the people directly involved. Talk over your complaint with them first. If the problem is still not resolved, speak to the Center Director. If the issue relates to Center programs, policies or procedures, the Center Director may request that the Center/Community Advisory Board make a recommendation on the matter. Any decisions must be in accordance with Center policies and procedures, North Clackamas Parks and Recreation District policies and, in the case of contracted services, in accordance with established policies and procedures of the contracting agency. You may go ahead with the procedure described below if the problem isn't solved informally.

#### WHERE TO TAKE YOUR COMPLAINT

If the problem is not resolved after speaking to the Center Director, you may take your complaint to the District Director. Your complaint can be in writing or in person (see address and phone below).

North Clackamas Parks and Recreation District Director  
150 Beaver Creek Rd.  
Oregon City, OR 97045

## HOW THE COMPLAINT WILL PROCEED

When you make a formal complaint with the District Director, a file with your name on it will be started. The file will contain a description of your complaint, what you want to do about it and a report on any action taken to solve the problem. The District Director will discuss the complaint with you to try to solve the problem. Within 30 working days of the discussion, you will be notified of what action is being taken.

If you are still not satisfied with actions taken, you may re-address your complaint to the District Director. Within thirty (30) days of receipt of your letter the District Director will meet with you and the Milwaukie Center Director to discuss the problem. The District Director will send you a written decision within ten (10) working days. The decision is final as to whether actions taken were justified and whether circumstances warrant policy review by the Center/ Community Advisory Board and/or the North Clackamas Parks and Recreation District Advisory Board.

- B. Describe your organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Prioritization of services is based on need. The first priority for services are those that "help enable older people to remain as independent and self-sufficient as possible for as long as possible" -- services for the "at-risk" population - those that are minority, socially isolated and low income.

The staff periodically reviews existing services to evaluate, determine changes in emphasis, staffing needs, opportunities for assistance from other agencies, etc.

If other than minor changes are seen to be needed, the Center Community Advisory Board is consulted.

- C. Describe your Agency's operating procedures (use space provided only):

1. Hours of Operation:        From 8:30 a.m. To 5:00 p.m. (for social services)  
Total hours per day: 8.5 hrs.  
Total hours per week: 42.5 hrs.

2. Official Closures:

New Year's Day, January 1st  
Martin Luther King Day, third Monday in January  
President's Day, third Monday in February  
Memorial Day, last Monday in May  
Independence Day, Fourth of July  
Labor Day, first Monday in September  
Veterans' Day, November 11  
Thanksgiving, fourth Thursday in November  
Christmas, December 25

D. Describe the boundaries of the area for which you propose to provide services.

North Clackamas Parks and Recreation District Boundaries:

- West to the Willamette River
- East to Urban Growth Boundary, including Happy Valley
- North to Multnomah County Line
- South to Clackamas River, excluding Johnson City and Gladstone

E. Show an organizational chart which identifies staff positions within the contracted program. Identify in the chart the number of FTE staff for each position, paid or volunteer.

<u>Center Operations</u>		<u>Nutrition Program</u>		<u>Transportation Program</u>	
Center Supervisor	1 FTE	Program Coord.	1.00 FTE	Program Coord.	.15 FTE
Human Svc Coord.	1 FTE	Cooks	1.25 FTE	Bus Drivers	1.50 FTE
Client Svc Coord.	.45 FTE	CI Svc Coord.	.40 FTE		
Facility Use Coord.	1 FTE	MOW Prog. Aide	.48 FTE		
Receptionist	1 FTE				
Building Coord.	.40 FTE				
Facility Mainten.	1 FTE				
Client Svcs Asst.	1 FTE				

SEE NEXT PAGE – No. Clackamas Parks & Rec. Organizational Chart

F. Describe your methods for providing information about services.

Information about services is provided in several ways. A monthly newsletter is mailed to 5,500 homes (95% of which are in our service area or an adjoining zip code area). Another 600 plus are distributed in and through the Center. A brochure about ongoing services is distributed by staff in the Center and in public places. In the daily paper we publicize special services of interest to seniors. The Center has a Facebook page and a web site for people to access information about programs and services. North Clackamas Parks and Recreation District distributes 35,000 Program Guides three times a year which publicizes Milwaukie Center programs and services.

G. Briefly, describe your methods for providing legal services.

We have a working arrangement with several local attorneys who volunteer three (3) hours a month on a rotating basis. Seniors needing an attorney contact the Center. The Human Services Coordinator talks with each client to assess their needs. If appropriate, their name is put on a list. When there are enough (8-9), a lawyer is scheduled. Appointments are made. Some clients cannot wait until the next scheduled clinic. They are referred to other appropriate resources or given the names of several of our volunteer attorneys to contact on a private basis.

## **II. Guidelines for Inclusion in Clackamas County Senior Center Activities**

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

### **Transportation**

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

### **Nutrition**

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.



**Emergency Care**

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.



Gregory L. Geist  
Director

February 13, 2020

Water Environment Services Board  
Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of 2019 Renewable Development Fund Award Agreement Between Water Environment Services and Portland General Electric Company for Biogas Component of Water Resource Recovery Expansion Project

<b>Purpose/Outcomes</b>	Approval of 2019 Renewable Development Fund Award Agreement Between Water Environment Services and Portland General Electric Company for Biogas Component of Water Resource Recovery Expansion Project.
<b>Dollar Amount and Fiscal Impact</b>	The Agreement will award Water Environment Services up to \$250,000 Renewable Development fund award for Services Biogas Component of WRRF expansion Project.
<b>Funding Source</b>	Renewable Development Fund award from PGE.
<b>Duration</b>	The Agreement ends June 30, 2021.
<b>Previous Board Action/Review</b>	May 23, 2019, the Board approved WES to apply for this grant with PGE for renewable energy infrastructure construction.
<b>Counsel Review</b>	This agreement was reviewed and approved by County Counsel on February 5, 2020.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1) This agreement will support our capital planning and management program initiative. By January 2021, WES will have completed the TC WRRF Solids Handling Improvements Project to support the expected 20-year growth horizon.</li> <li>2) This agreement will support our resources recovery initiative. By June 30, 2030, WES will generate 50% of plant electrical needs from biogas.</li> <li>3) This project supports the County Strategic Plan to build public trust through good government and building strong infrastructure.</li> </ol>
<b>Contact Person</b>	Lynne Chicoine, WES Capital Program Manager (503)742-4559
<b>Contract No.</b>	NA

**BACKGROUND:**

The Tri-City Water Resource Recovery Facility (WRRF) is a water resource recovery facility owned and operated by Water Environment Services (“WES”). The facility operates a 30+ year-old 250 kW rich-burn cogeneration system, which is at the end of its useful life.

As part of the Tri-City Solids Handling Improvements (TCSHI) project, WES will install and operate a new lean-burn cogeneration system with increased capacity to use methane generated in the anaerobic digesters to create power and heat for use at the facility. The \$5.7 million cogeneration system will include gas treatment and storage and an engine with

a nameplate capacity of 600 kW and estimated to generate an average of 4,324 MWh per year. This combined heat and power facility will offset about 50% of the electricity needed to operate the Tri-City plant and provide heat for the digestion process and space heat for the solids processing area, the Administration Building and the Laboratory. The TCSHI project is under construction and the co-generation system will be completed in early 2021.

With this Agreement, PGE will provide WES a grant of up to \$250,000 towards the co-generation project and matching funds up to \$15,000 for tours, mural, community outreach, and other educational activities.

**RECOMMENDATION:**

WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the 2019 Renewable Development Fund Award Agreement Between Water Environment Services and Portland General Electric Company for Biogas Component of Water Resource Recovery Expansion Project

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist".

Greg Geist  
Director, Water Environment Services

Attachments:  
Renewable Development Fund Award Agreement

## Renewable Development Fund Award Agreement

On behalf of participating Green Future<sup>SM</sup> customers, Portland General Electric Company will provide up to \$250,000.00 to Water Environment Services (Recipient) to support the installation of a renewable energy project at 15941 S Agnes Ave Oregon City, OR 97045, upon completion of the project and confirmation that all award recipient requirements have been met.

The Renewable Development Fund award amount is based on the information provided in the application and during the interview process. Any unapproved material change to project design/plans/scope may result in forfeiture of funding or an adjustment to the RDF award amount. All modifications to the project design/plan/scope including those attributes listed below must be submitted for approval using the change request form provided by PGE.

Recipient agrees to meet all program requirements and deadlines set forth in this Agreement.

### I. PROJECT ATTRIBUTES

A. Recipient shall install a renewable energy project with the attributes described in the table below (the "Project"):

<b>Award Recipient</b>	WES	<b>RDF recognition activities/ location</b>	Signage, Tours, Website information, Quarterly newsletter, Presentations, Onsite display
<b>Technology</b>	Biopower		
<b>Expected Annual Output</b>	4,198,000 kWh		
<b>Minimum size<sup>1</sup></b>	600 kW AC		
<b>Project location</b>	Inside treatment plant.		
<b>Project address</b>	15941 S Agnes Ave Oregon City, OR 97045	<b>Education plan activities (First two years)</b>	Match of up to \$15,000.00 for tours, mural, community outreach, and other educational activities.
<b>Installation date</b>	No later than June 30 <sup>th</sup> 2021		
<b>Funding award<sup>2</sup></b>	Up to \$250,000.00		
<b>Total project cost</b>	\$5,668,071.00		

<sup>1</sup> RDF awards are competitive and funding is limited. If the Project received a partial funding award, a minimum project size has been established based on the reduced funding level, which differs from the project size identified in the application. If the Project does not meet the minimum size requirement listed above, funding may be reduced or rescinded.

<sup>2</sup> The RDF funding award represents an "up to" amount. Changes in project costs, design, and funding sources may result in adjustments to the final RDF funding amount.

- B. Recipient shall construct or install the Project by June 30<sup>th</sup> 2021 (“Installation Date”). If the Project is not completed by the Installation Date, PGE will rescind the RDF award and the Agreement will be terminated unless a change order form is submitted and approved by PGE extending the Installation Date.
- C. Recipient shall construct or install and maintain the Project in PGE’s service area over the life of the Project. Recipient shall refund the RDF award in the event Recipient relocates the Project outside of PGE’s service area.
- D. In the event the Project generates less than 50% of the Expected Annual Output for any 12-month period in the first ten (10) years of the project, Recipient shall refund the RDF award to PGE within sixty (60) days after such twelve (12) month period.
- E. In the event the Project experiences an insured loss to the renewable energy equipment and respective equipment installed as a result of this funding award, Recipient shall reimburse PGE a proportionate amount of RDF funds within sixty (60) days after receiving such insured amount.
- F. Recipient shall utilize a construction contractor licensed in Oregon to construct or install the Project and Recipient shall comply with all county/state building and electrical codes and utility interconnection requirements.
- G. Recipient shall execute a Net Metering Agreement or an Interconnection Agreement, as applicable, with PGE. Operation of the Project may not begin until PGE sets the net meter.
- H. Recipient shall only install new equipment at the Project, and provide PGE written documentation to substantiate that only new equipment was installed.
- I. Recipient shall install a production monitoring system that includes a publicly accessible (no log-in or password required) webpage featuring historic and present generation data. Recipient may not utilize the data collected in this monitoring system for direct marketing purposes. PGE may place a link to the monitoring site on its RDF program webpage. Information collected by this monitoring system may be used by PGE for educational purposes, performance analysis or any other reason PGE deems necessary.
- J. Recipient shall grant PGE title to a share of the project's renewable energy certificates (a.k.a. RECs, green tags, tradable renewable energy certificates, renewable energy credits) proportional to the amount of the RDF award and the total renewable energy project costs over the life of the project. REC allocation costs (e.g., WREGIS registration, meter recording) will be likewise be split by a proportional share. Recipient shall not make claims involving the environmental attributes of the RECs transferred to PGE. PGE may purchase additional renewable energy certificates associated with the Project from Recipient, up to 100 percent of the Project’s output. A renewable energy certificate represents one thousand kilowatt-hours of renewable energy that is physically metered and verified.
- K. Recipient, including its contractors, shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances and shall bear all costs associated with such compliance.

## II. USE OF RENEWABLE DEVELOPMENT FUNDS

Recipient may only apply RDF funds to capital costs associated with the installation of equipment and approved outreach and education expenses associated with the Project. Funds cannot be used to cover expenses such as fees incurred for Project estimates or bids, administrative or project management costs, non-renewable energy equipment such as electric vehicle supply equipment, and structural or other site improvements that would otherwise occur without the installation of the Project, such as landscaping or re-roofing. The sum of RDF funds and other outside funding sources may not exceed Project costs. In addition, solar incentives provided by other PGE programs may not be applied to the Project if RDF funding is accepted.

## III. RECIPIENT DELIVERABLES

- A. **Recipient webinar:** Recipient shall attend the RDF award recipient webinar, along with the Recipient's renewable energy or construction contractor and project manager. The webinar will cover funding award requirements and expectations, along with guidance to expedite the documentation and funding process. Webinar details will be provided upon execution of the Agreement.
- B. **Quarterly updates:** Recipient shall provide a quarterly progress report to PGE on the 15th day of the month following each calendar quarter after the RDF award is granted until the Commercial Online Date. For example, April 15<sup>th</sup> for Q1, July 15<sup>th</sup> for Q2 and so on. These quarterly progress reports will be provided by completing the quarterly progress report form provided by PGE and emailing it to [RenewableDevFund@pgn.com](mailto:RenewableDevFund@pgn.com).
- C. **Change requests:** In the event Recipient desires to change the Project, Recipient shall complete and submit a change request form provided by PGE for any material change in project scope or project attributes listed in the table above in Article (I) or conveyed in the funding application.
- D. **Project completion and reimbursement:** Upon completion of Project installation and all other funding requirements, Recipient shall submit a final report in the form provided by PGE along with any required supplemental documentation to [RenewableDevFund@pgn.com](mailto:RenewableDevFund@pgn.com). Final reporting must be submitted no more than sixty (60) days following the execution of a Net Metering Agreement and interconnection Agreement and the Project's official on-line date (e.g. the date of receipt of PGE's Permission to Operate).

## IV. EDUCATION AND OUTREACH REQUIREMENTS

- A. **PGE Renewable Development Fund Recognition statement:** Recipient shall include the following statement on all signage, materials, and communications, both print and non-print except for social media sites, produced as part of the Project: "This project has been made possible by customers participating in PGE's Green Future<sup>SM</sup> program through the Renewable Development Fund." Contact [RenewableDevFund@pgn.com](mailto:RenewableDevFund@pgn.com) with questions about use and modification of this language.

- B. **Approvals:** Recipient shall seek prior written approval at least three weeks in advance from PGE for each and all instances of promotional materials and advertising that identify RDF customers or use the PGE and RDF logos.
- C. **Celebrations and publicity:** Recipient shall celebrate Project completion through one or all of the following in accordance with the Education Plan described in the table above in Section I(A): media event, tour, media advisory, press announcement, stakeholder communications. Recipient shall notify PGE of such events and PGE may participate in such celebrations.
- D. **Permanent recognition:** Recipient shall develop, install and maintain for the life of the Project at least one piece of permanent, onsite signage that publicly recognizes the contributions of PGE's RDF customers. Upon request by Recipient, PGE will provide samples of signage design and support the development of content and messaging.
- E. **Project host website:** Recipient shall publish the PGE RDF logo (or equivalent) and the online project monitoring tool on Recipient's Project website at the time of Project completion.
- F. **Portland General Electric Company website:** PGE may include information regarding the Project in its customer communication material, including use of photographs of the Project in brochures and internet pages for purposes of supporting the RDF program. PGE will notify the Recipient and will follow Recipient's brand guidelines prior to inclusion.

## V. REIMBURSEMENT

PGE will disperse the RDF award within thirty business (30) days after confirmation that all funding requirements set forth in this Agreement, including reporting and documentation, have been met.

Project completion shall be verified through the following steps:

- City/county permitting finalized, including electrical inspection.
- PGE has approved installation for operation (PGE installed net meter is operational and system is grid tied; for projects that are not to be net metered, PGE has approved interconnection agreement application and granted permission to operate).
- Publicly accessible production monitoring webpage is available – this can consist of an active monitoring website shared to PGE and available for public viewing.
- Final report is submitted and approved by PGE, along with:
  - Itemization of each eligible Project expense – i.e. labor, permits, renewable energy generation equipment and materials
  - Copies of detailed invoices documenting total and eligible system costs and supporting itemization of expenses
  - Documentation of each outside funding source
  - Photos of the installation (.jpg) of the Project
  - Photos of signage and other educational collateral
  - Photos of any onsite monitoring system displays
  - Documentation of public relations and outreach efforts (e.g. press coverage, celebrations, etc.) and/or schedule of future events if efforts have not yet occurred

## VI. AUDIT

PGE may perform a technical and financial audit of Recipient's use of the RDF award. Recipient

agrees to provide support and cooperation for such audits and based on the audit results refund any amount that is deemed inadequate or inconsistent with this Agreement. Recipient has the right to cure any results derived from the audit of Recipient's use of RDF funds.

## VII. MISCELLANEOUS

- A. **Limitation of Liability.** IN NO EVENT SHALL PGE BE LIABLE UNDER THIS AGREEMENT TO RECIPIENT OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. EXCEPT FOR THIRD-PARTY CLAIMS OF BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF PGE'S WILLFUL MISCONDUCT OR NEGLIGENCE, PGE'S TOTAL AGGREGATE LIABILITY UNDER AGREEMENT SHALL NOT EXCEED THE TOTAL RDF FUNDING AMOUNT RECEIVED BY RECIPIENT UNDER THIS AGREEMENT.
- B. **Disclaimer.** Recipient acknowledges that PGE has not made any representations and has specifically disclaimed any and all warranties, expressed or implied, with respect to the renewable energy system installed or the electrical contractor, including but not limited to those concerning the electrical contractor's experience qualifications or background, the amount of energy generated or saved, if any, to be realized by the host customer, the quality of specific materials, components, or workmanship utilized in the installation or the nature of or whether building permit(s) or governmental approvals may be required.
- C. **Severability.** If any provisions of this Agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement should be construed to give effect as nearly as possible to the intent of the parties. The parties agree to work together to replace such invalid, illegal or unenforceable provision as promptly as possible with a provision that is valid, legal and enforceable.
- D. **Controlling Law and Venue.** THE AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF OREGON WITHOUT REGARD TO CHOICE-OF-LAW PRINCIPLES. RECIPIENT IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OREGON OR OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF OREGON FOR ANY ACTION, SUIT, OR PROCEEDING IN CONNECTION WITH THE AGREEMENT AND WAIVES ANY OBJECTION THAT RECIPIENT MAY NOW OR HEREAFTER HAVE REGARDING CHOICE OF FORUM.



E. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto. Nothing in the Agreement shall be construed to create any liability to or any benefit for any person not a party to the Agreement.

F. **Successors and Assigns.** This Agreement shall be binding on the parties' successors, and insofar as assignment is permitted, on the parties' assignees.

The parties, through their duly authorized representatives, have executed this Agreement as of the dates indicated below.

**RECIPIENT**

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

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

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

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

Company: \_\_\_\_\_

**PORTLAND GENERAL ELECTRIC COMPANY**

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

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

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

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

## Renewable Development Fund – Change Request Form

Use this form to request approval for changes from your original project plan as described in your award agreement. Email completed form to [RenewableDevFund@portlandgeneral.com](mailto:RenewableDevFund@portlandgeneral.com) for approval, using the titling format "Project Name\_Change Order". Failure to submit form may result in delayed award reimbursement or a rescinded offer of funding.

*Note: Changes to your project may result in a reduced award amount or project cancelation.*

### Project Details

<b>Project Name</b>	Click here to enter text.
<b>Organization</b> <i>Funding award recipient</i>	Click here to enter text.
<b>Location</b> <i>City, State</i>	Click here to enter text.
<b>Technology</b>	Click here to enter text.
<b>Award Year</b>	Click here to enter text.
<b>Award Amount</b>	Click here to enter text.

### Contact Information

<b>Contact Name</b> <i>Person completing this form</i>	Click here to enter text.
<b>Contact Organization</b>	Click here to enter text.
<b>Contact Email</b>	Click here to enter text.
<b>Contact Phone</b>	Click here to enter text.

### Change(s) Requested

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Project Size       | <input type="checkbox"/> Project Location        | <input type="checkbox"/> Project Completion Date |
| <input type="checkbox"/> Total Project Cost | <input type="checkbox"/> Project Funding Sources | <input type="checkbox"/> Project Design          |

### Change Description

For each change selected above, describe the reason for the change, the alternatives considered, and the impact of the change. Write "N/A" if that aspect is unchanged.

<b>Project Size</b> <i>Specify change in nameplate capacity, annual energy production, and justification for size change.</i>	Original project size: Click here to enter text. New project size: Click here to enter text. Description and justification: Click here to enter text.
--	---

<b>Project Location</b> <i>Describe new location or siting structure and justification for change.</i>	Click here to enter text.
<b>Project Completion Date</b> <i>Specify new commercial online date and reason for change.</i>	Click here to enter text.
<b>Total Project Cost</b> <i>State original project cost. Describe changes in total cost and reason(s) for the change.</i>	Click here to enter text.
<b>Project Funding Sources</b> <i>Describe variance(s) from original funding plan and impact on project development. Include reason for the change/delay, a revised list of funding sources, dollar amounts, and an updated funding status (secured or unsecured).</i>	Click here to enter text.
<b>Project Design</b> <i>Describe changes in system layout, equipment, additionality, visibility, or other project attributes.</i>	Click here to enter text.

## PORTLAND GENERAL ELECTRIC – CHANGE REQUEST REVIEW

Change request review status:

- Approved  
 Denied

The Renewable Development Fund award will be:

- Changed

Original funding award: Click here to enter text.

New finding award: Click here to enter text.

- Unchanged

Approver Name: \_\_\_\_\_

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

Approver Signature/Date: \_\_\_\_\_

## Renewable Development Fund – Quarterly Project Report

*This form is due on the 15<sup>th</sup> day following the close of each calendar quarter until the project is operational. Failure to submit may result in delayed award reimbursement or a rescinded offer of funding. Email completed form to [RenewableDevFund@pgn.com](mailto:RenewableDevFund@pgn.com) for approval.*

*If any changes have occurred since the original application, please submit a Change Request Form to [RenewableDevFund@pgn.com](mailto:RenewableDevFund@pgn.com) documenting and explaining the revisions before proceeding.*

*Note: If your project was completed this quarter, do not submit this form. Submit a **Final Reporting Form** and supporting documentation within the timeframe specified in your signed award agreement.*

**Quarter:** Choose an item.

**Year:** Choose an item.

### Project Information

<b>Project Name</b>	Click here to enter text.
<b>Year Funded</b>	Choose an item.
<b>Award Recipient</b>	Click here to enter text.
<b>Name and Address for Check Payment</b>	Click here to enter text.
<b>Primary Project Contact</b> <ul style="list-style-type: none"> <li>• Name</li> <li>• Title</li> <li>• Email</li> <li>• Phone</li> </ul>	Click here to enter text.
<b>Contractor Contact</b> <ul style="list-style-type: none"> <li>• Name of project lead</li> <li>• Company Name</li> <li>• Email</li> <li>• Phone</li> </ul>	Click here to enter text.

### Project Design/Process Update

*Please use the table below to indicate information that has changed in the last quarter. Be specific. If no changes have occurred, please write "N/A" in the box provided.*

<b>Project design</b> <i>If the project size, technology, anticipated energy production, or location has changed, please explain and indicate whether a change request has been approved.</i>	<input type="checkbox"/> Click here to enter text.
<b>Are you in communication with the PGE customer generation group about interconnection?</b> <i>PGE recommends that awardees notify the group about project plans as early in the installation process as possible.</i>	<input type="checkbox"/> Click here to enter text.

### Funding/Costs Update

Please use the table below to indicate information that has changed in the last quarter. Be specific. If no changes have occurred, please write "N/A" in the box provided.

<b>Estimated project costs</b> <i>If changed, please explain and indicate whether a change request has been approved.</i>	<input type="checkbox"/> Click here to enter text.
<b>Have you secured all funding?</b> <i>Confirmation that all funds necessary to complete the project have been secured is due within 18 months of initial notification of funding award.</i>	<input type="checkbox"/> Choose an item.
<b>New funding secured</b> <i>Please specify any new funding sources secured and include the dollar amount.</i>	<input type="checkbox"/> Click here to enter text.
<b>Pending sources of funding</b> <i>Please list all pending funding sources and include the status and dollar amount expected. Has the funding timeline changed?</i>	<input type="checkbox"/> Click here to enter text.

### Education/Community Engagement Update

Please use the table below to indicate information that has changed in the last quarter. Be specific. If no changes have occurred, please write "N/A" in the box provided.

<b>Education updates</b> <i>Describe any progress towards implementing the proposed education plan or changes to the plan.</i>	<input type="checkbox"/> Click here to enter text.
<b>RDF recognition updates</b> <i>Describe any progress towards creating signage, media announcements, or web page for the project recognizing RDF customers for their support.</i>	<input type="checkbox"/> Click here to enter text.
<b>Celebrations or media events</b> <i>Describe any progress on planning proposed events. Include details such as date, location, invitees, agenda and changes as available.</i>	<input type="checkbox"/> Click here to enter text.
<p><i>Award recipients are required to notify PGE of all opportunities to participate in project celebrations and news/press announcements. In addition, recipients must provide the Renewable Development Fund team an opportunity to review use of PGE/Renewable Development Fund logos and project-related content such as signage, brochures, website copy, and videos, Expect a 3 week turnaround time for all reviews. Please contact <a href="mailto:RenewableDevFund@pgn.com">RenewableDevFund@pgn.com</a> for review, and to discuss joint media opportunities.</i></p>	

Please send this completed quarterly report to [RenewableDevFund@portlandgeneral.com](mailto:RenewableDevFund@portlandgeneral.com).

Please include the organization/project name in all submitted documents.

## Renewable Development Fund – Final Project Report

### General Information

<b>Project Name</b>	Click here to enter text.
<b>Year Funded</b>	Choose an item.
<b>Award Recipient</b>	Click here to enter text.
<b>Name and Address for Check Payment</b>	Click here to enter text.
<b>Primary Project Contact</b> <ul style="list-style-type: none"> <li>• Name</li> <li>• Title</li> <li>• Email</li> <li>• Phone</li> </ul>	Click here to enter text.

### Project/Installation Information

<b>Installation Address</b>	Click here to enter text.
<b>Commercial Online Date</b>	Click here to enter a date.
<b>Project Size (Rated kW DC)</b>	Click here to enter text.
<b>Was there any change in project size from your original application? If yes, please explain.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No Click here to enter text.
<b>Anticipated Annual Generation</b>	Click here to enter text.
<b>Contractor Information</b> <ul style="list-style-type: none"> <li>• Name of Project Lead</li> <li>• Company Name</li> <li>• Email</li> <li>• Phone</li> </ul>	Click here to enter text.
<b>Describe and explain any changes to your original plan.</b> <i>Include changes in size, location, completion date, materials used, etc.</i>	Click here to enter text.
<b>Describe and explain any challenges faced through this process and lessons learned.</b>	Click here to enter text.
<b>Describe any feedback for the RDF team.</b>	

### Financial Report – Renewable Energy Installation Costs Only

<b>Renewable Development Fund Award Amount</b>	\$Click here to enter text.	
<b>Total Eligible System Cost</b>	\$Click here to enter text.	
<b>Provide an itemized list of eligible costs associated with the project.</b> <i>Be specific and attach documentation. Note: Activities not directly related to the capital costs of new renewable energy</i>	<b>Engineering and design</b>	Click here to enter text.
	<b>Equipment</b>	Click here to enter text.
	<b>Labor</b>	Click here to enter text.
	<b>Permitting fees (itemize)</b>	Click here to enter text.
	<b>Education/outreach (itemize)</b>	Click here to enter text.

<p><i>systems are not eligible. Visit <a href="http://www.portlandgeneral.com/RDF">www.portlandgeneral.com/RDF</a> for more information about project requirements and eligibility. If easier, please attach a spreadsheet instead to document costs.</i></p>	<p><i>Signage, events, monitoring display, etc.</i></p>	
	<p>Other eligible costs (itemize)</p>	<p>Click here to enter text.</p>
<p><b>Note:</b> Please be sure to attach all invoices and other supporting financial documentation. If there is a mismatch in the invoices and total installed system cost listed above, please specify the reason for the variance.</p>		
<p><b>Identify all other funding sources and amounts for the project.</b></p>	<p>Click here to enter text.</p>	
<p><b>Public link to online monitoring system</b></p>	<p>Click here to enter text.</p>	
<p><b>Website information</b>  <i>Provide links to any information about this project on your organization's website.</i></p>	<p>Click here to enter text.</p>	
<p><b>Media and events</b>  <i>Summarize existing or future plans to publicize the completion of your project, such as media events, press releases, and social media postings. Please provide as much detail as possible – dates, attendees, etc.</i></p>	<p>Click here to enter text.</p>	
<p><b>Other outreach and educational activities</b>  <i>Summarize other activities completed or planned to educate the public about the project.</i></p>	<p>Click here to enter text.</p>	
<p><b>Please contact <a href="mailto:RenewableDevFund@pgn.com">RenewableDevFund@pgn.com</a> to discuss joint media opportunities.</b></p>		