



AGENDA

Thursday, December 4, 2014 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-115

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION *(Following are items of interest to the citizens of the County)*

1. Presentation of *You Are Not Forgotten*, a Video About the POW/MIA Flag and When it will Fly in Clackamas County (Erika Silver, Clackamas County Social Services)

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

III. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

-NO DISCUSSION ITEMS SCHEDULED

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

A. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

B. County Counsel

1. Approval of a Lease Amendment by and between T5 Equities, LLC and Clackamas County for the District Attorney's Office

C. Business & Community Services

1. Acceptance of the Specialty Crop Block Grant and Approval of an Agreement with Oregon Department of Agriculture for the County's Ag Investment Plan Strategy

- 5 2. Approval of an Amendment to Intergovernmental Agreement #932536 between Clackamas County and Metro Authorizing Access to Metro's River Island Natural Area through Barton Park

V. Development Agency

- 6 1. Approval of Amendment No. 5 to the Agreement for the Redevelopment of Land in the Clackamas Town Center Area between the Clackamas County Development Agency and MD Partners, LLC

VI. WATER ENVIRONMENT SERVICES

- 7 1. Approval of a Professional Services Agreement between Clackamas County Service District No. 1 and CH2M HILL Engineers, Inc. for the Hoodland Master Plan for Wastewater Services Project

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html

December 4, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation of *You Are Not Forgotten*,
a video about the POW/MIA flag and when it will fly in Clackamas County

Purpose	Presentation only
Dollar Amount and Fiscal Impact	This video was produced within existing budgeted resources.
Funding Source	Existing budgets
Safety Impact	This video educates the public about the POW/MIA flag.
Duration	Not applicable
Previous Board Action/Review	No previous Board review or action
Contact Person	Erika Silver, Health, Housing & Human Services
Contract No.	Not applicable

BACKGROUND:

In this newly produced video, available on Clackamas County's YouTube channel, local veterans in the county talk about what the POW/MIA flag means to them, to the country, and to the families of those missing or unaccounted for. This video is 4.5 minutes in length.

RECOMMENDATION: Presentation only, no recommendation.

Respectfully submitted,



Cindy Becker, Director
Health, Housing & Human Services

Approval of Previous Business Meeting Minutes:

November 13, 2014

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

Thursday, November 13, 2014 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Ludlow introduced special guest, Rebecca Anderson, Miss Oregon 2014 who sang "God Bless America". Rebecca Anderson is the daughter of Clackamas County Treasurer, Shari Anderson. Rebecca shared some of the adventures of her experience since being crowned Miss Oregon. The Board thanked Rebecca for coming to the meet today.

I. PRESENTATION

1. Spotlight: Clackamas County Road Department
Barb Cartmill, Department of Transportation and Development and Randy Harmon, Road Department presenting the PowerPoint which outlined Clackamas County Road Maintenance including paving and so much more.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Claire Thran, Milwaukie – concern about traffic safety near Alder Creek Middle School.
2. Alicia Hamilton, Milwaukie - concern about traffic safety near Alder Creek Middle School.
Barb Cartmill and Mike Bezner will look into this issue.
3. Brian Johnson, Gladstone – concerns with the Fair Housing Council of Oregon in regards to Johnson City Mobile Estates.
4. Kevin Johnson, Gladstone - concerns with the Fair Housing Council of Oregon in regards to Johnson City Mobile Estates.

~Board discussion~

5. Mack Woods, Canby – supports Veterans.

III. PUBLIC HEARING

1. Board Order No. **2014-114** for Boundary Change Proposal No. CL 14-007, Annexation to Sunrise Water Authority

Chris Storey, County Counsel presented the staff report.

~Board discussion~

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion.

MOTION:

Commissioner Savas: I move we approve the board order for boundary change proposal CL-14-007, annexation to the Sunrise Water Authority.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye – the motion passes 5-0.

IV. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title – the then asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the consent agenda.
Commissioner Smith: Second.
Clerk calls the poll.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Commissioner Smith: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with Clackamas Education Service District for Early Learning Literacy Outreach Program – *Children, Youth & Families*
2. Approval of the Renewal Revenue Agreement with Oregon Health & Science University for the Oregon Care Coordination Program (CaCoon Program) – *Public Health*
3. Approval of Amendment No. 2 to the Agreement with CompHealth Locum Tenens for Locum Tenens Staffing – *Health Centers*
4. Approval of an Intergovernmental Agreement with Oregon Department of Transportation Rail and Public Transit Division for Transit Planning Project for the Mt. Hood Express Bus Service – *Social Services*

B. Elected Officials

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

VI. WATER ENVIRONMENT SERVICES

1. Approval of Settlement Agreements Relating to Hoodland Outfall Repair Work Issues

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:33 AM



OFFICE OF COUNTY COUNSEL

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

November 26, 2014

Stephen L. Madkour
County Counsel

Board of County Commissioners
Clackamas County

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

Members of the Board:

APPROVAL OF LEASE AMENDMENT BY AND BETWEEN T5 EQUITIES, LLC and CLACKAMAS COUNTY for the DISTRICT ATTORNEY

Purpose/Outcome	This is an amendment to the current lease with T5 Equities, LLC for the 2nd and 3rd floors of the Oregon City Multnomah Lodge Masonic Building to be occupied by District Attorney staff. This lease amendment adds additional terms, conditions, and costs to the existing lease.
Dollar Amount And Fiscal Impact	The lease amendment increases the cost associated with completing improvements to the building. New electrical service is required at a cost of approximately \$29,000. The cost will be split between the landlord and the county tenant.
Funding Source	The approximate \$14,500 estimated amount of the county's contribution for the improvements will from the Capital Improvements Reserve Fund, and the account number would be: 420 0221 482300 - Project #76199.
Safety Impact	Consolidation of these functions supports successful operations of that portion of the District Attorney's office responsible for the safety of and assistance to victims, citizen and families within the County as well as to District Attorney staff members.
Duration	The lease has a term of eleven (11) years, beginning June 1, 2014 and ending on May 30, 2025.
Previous Board Action Review	On June 4, 2013, the Board of County Commissioners authorized Facilities Management to proceed with plans to consolidate the District Attorney's Domestic Violence/Vulnerable Adult, Victim Assistance, and Family Support Teams into one office. The current leases of the buildings these offices occupancy will terminate as soon as the new leasehold interest is occupied.
Contact Person	Jeff Jorgensen, Facilities Manager, Finance/Facilities Management, 503/557-6414 and Stephen L. Madkour, County Counsel 503/655-8362.

BACKGROUND:

On June 4, 2013, the Clackamas County Board of Commissioners granted approval to Facilities Management to go forward with plans to consolidate the District Attorney's Domestic Violence/Vulnerable Adult, Family Support, and Victim Assistance Teams into a building located in close proximity to the Courthouse.

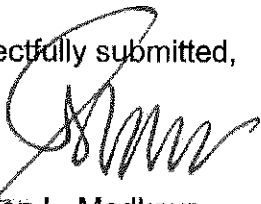
Reasons for consolidating and relocating the groups in close proximity to the main offices of the District Attorney and courts include minimizing operational challenges, enhanced security, and more cohesive services to Clackamas County citizens, and as well as a safe and supportive work environment for employees, the need for which was documented in the Clackamas County Public Safety Operations Facilities Master Plan (SERA Architects, 2009).

The proposed lease amendment for the board's consideration would supplement the existing lease. The changes are due primarily to the fact that building conditions were discovered that altered some of the obligations of the parties. These amendments concern testing for the presence of asbestos containing materials and the upgrade of the building's electrical service. The cost to upgrade the panels will be borne by the landlord and the cost to upgrade the service within the 2nd and 3rd floor occupied areas is to be paid by the county. The County will fund these improvements to the electrical system in their entirety and obtain reimbursement of the costs borne by the landlord in the form of monthly rental credits.

RECOMMENDATION:

Staff recommends the Board approve the Amendment No. 1 to the Lease Agreement between Clackamas County and T5 Equities, LLC and that the Chair of the Board be authorized to execute the Lease Amendment.

Respectfully submitted,



Stephen L. Madkour
Clackamas County Counsel

Enclosure

AMENDMENT No. 1

TO LEASE MULTNOMAH LODGE NO. 1

The existing lease is amended as follows:

Section VIII.

- D. Lessor shall completely abate, remove and thoroughly clean the entire 2nd and 3rd Floors of the leased premises including all interior walls, ceilings and common lobby areas of asbestos containing materials (ACM). The only ACM authorized to remain on the 2nd and 3rd Floors of the building are small areas above the ceiling grid that are trapped at corner joints, above the top plates of the interior walls, or above existing Heating, Ventilation, and Air Conditioning Units. All ACM flooring materials must be identified, documented and properly encapsulated on both floors. All remaining ACM shall be clearly identified and documented on the ACM floor surveys as required in this lease agreement.
- E. Lessor shall provide asbestos and indoor air quality sampling of the 2nd and 3rd Floors to prove that all disturbed ACM has been successfully removed and the floors have been cleared for the renovation, maintenance and occupancy of the spaces by county staff and contractors.
- F. Lessor shall comply with all Oregon DEQ/OSHA requirements, and shall supply an updated ACM floor survey to notify the occupants of the leased premises of any and all hazardous materials located on the 2nd and 3rd Floors of the building.
- G. During occupancy, Lessor shall inform the Lessee, by way of the Offices of the Clackamas County District Attorney and Facilities Management, with a minimum of 48 hours notice, prior to the commencement of any and all work involving the abatement, encapsulation and/or removal of hazardous materials including ACM, lead and pcbs within the leased premises. Lessor shall inform Lessee of what hazardous materials are affected, the exact locations of materials in the leased premises, and schedule of abatement or encapsulation. Time is of the essence in this condition and failure to timely provide actual notice to Lessee is a material breach of the terms of this lease agreement. Upon completion of the abatement, removal, or encapsulation, Lessor shall provide air sampling reports and hazardous materials surveys to prove and document the successful completion of all associated work.

Section X.

A

1.

i. Lessor shall continue to coordinate and work with Portland General Electric and Clackamas County Facilities Management to upgrade the electrical service on the 2nd and 3rd Floors of the building by bringing in two 200 amp panels per floor (400 amps per floor). All costs associated with providing new electrical service and upgrading the electrical panels will be borne by Lessor. Those costs shall not exceed \$14,740.95. To avoid further delays and to increase cost efficiencies, Lessee will assume the initial costs of \$14,740.95 for these electrical improvements. Lessee will be entitled to reimbursement of the full amount through a credit in the monthly lease payments not to exceed \$1,000 each month until the total amount is credited.

Lessee shall be responsible for providing electrical service from the upgraded panels to the leased area. Lessee is responsible for the costs associated with those electrical upgrades estimated at \$13,667.80.

2.

c. Lessor shall finish all common areas in the leased area, including ceilings and appropriate lighting.

3.

e. Lessee may install a separate sign on the exterior identifying the occupants of the leased premises. The sign will be approved by Lessor and will comply with all applicable code requirements.

B.

1. Lessee shall install an approved and permitted Heating, Ventilation and Air Conditioning (HVAC) System on the 3rd Floor of the leased premises.

2. Lessee shall electrically connect both the 2nd and 3rd Floor HVAC Systems once the building's electrical system has been successfully upgraded as listed in section X(A)(1)(i).

3. Lessee may replace some or all of the windows on the leased premises at lessee's own expense. Lessee will obtain Lessor's approval of the type and color of the windows prior to installation.

All other terms of the lease remain in full force and effect.

Dated this _____ day of _____, 2014.

LESSEE
CLACKAMAS COUNTY
BOARD OF COMMISSIONERS

LESSOR
T5 EQUITIES, LLC
c/o Chris Edmiston
P.O. Box 1336
Wilsonville, OR 97070

Chair

EIN 68-0611876
Federal ID#

Recording Secretary

John S. Foote, District Attorney

Chris Edmiston, Member
Name, Printed

Approved as to form:

County Counsel

Date

All other terms of the lease remain in full force and effect.

Dated this _____ day of _____, 2014.

LESSEE
CLACKAMAS COUNTY
BOARD OF COMMISSIONERS

Chair

Recording Secretary

John S. Foote, District Attorney

Approved as to form:

County Counsel

LESSOR
T5 EQUITIES, LLC
c/o Chris Edmiston
P.O. Box 1336
Wilsonville, OR 97070

EIN 68-0611876

Federal ID#



Chris Edmiston, Member
Name, Printed

Date

10/14/14



Laura Zentner, CPA
Deputy Director

BUSINESS AND COMMUNITY SERVICES

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

4

December 4, 2014

The Board of County Commissioners Clackamas County
Members of the Board:

Authorization to Accept Specialty Crop Block Grant and Enter into Agreement with
Oregon Department of Agriculture

Purpose/Outcomes	Acceptance of Specialty Crop Block Grant with Oregon Department of Agriculture in the amount of \$30,000 for the purpose of developing and implementing Phase 2 of the Clackamas County FoodSystem ONEStop Virtual Partnership as part of the County's Ag Investment Plan Strategy
Dollar Amount and Fiscal Impact	BCS/Ag and Forest Economic Development will provide \$46,672 of the total project cost of \$76,672
Funding Source	2014/15 Ag Investment Plan program operating budget (Lottery Dollars)
Safety Impact	N/A
Duration	This project will be completed by September 29, 2016
Previous Board Action/Review	Approval of Phase 1 of the ONEStop project to develop the ONEStop model concept as part of the Governor's Oregon Solution process
Contact Person	Rick Gruen, Ag and Forest Economic Development Manager, 503-742-4345

BACKGROUND:

Upon successful completion of Phase 1 of the project under the Governor's Oregon Solution Program, the Clackamas Food System ONEStop Partners recommended that Clackamas County serve as the managing partner and seek funding from Oregon Department of Agriculture through their Specialty Crop Block Grant program for Phase 2. Funding was recently awarded in the amount of \$30,000 for the purpose of building a virtual Clackamas Food System ONEStop that will be integrated with Ecotrust's successful Food Hub platform.

RECOMMENDATION:

Staff respectfully recommends authorization to receive the grant award and enter in agreement with Oregon Dept. of Agriculture.

Respectfully submitted,

Laura Zentner
Deputy Director
Business and Community Services



2014 SPECIALTY CROP BLOCK GRANT PROGRAM CONCEPT PROPOSAL APPLICATION FORM

INSTRUCTIONS: Complete each section of this form. The submitted form may not exceed **four (4) pages (not including cover page or support letters)**. The Concept Proposal must be submitted in a **Microsoft Word (font size of 12)**.

Submit your Concept Proposal and Letters of Support no later than **February 24, 2014, by 12:00 pm PST** via the FTP found at http://www.oregon.gov/ODA/ADMD/pages/grants_spec_crops.aspx

Name of Applicant Organization: Clackamas County/Business and Community Services (BCS)			
Address: 150 Beaver Creek Rd, Suite 150			
City: Oregon City		State: OR	Zip: 97045
Contact Name: Rick Gruen		Title: Manager, Ag and Forest Economic Dev.	
Phone: 503.742.4345		E-mail: rgruen@clackamas.us	
Commodities: <i>Check all that apply</i> (e.g. Fruits: <u>Blueberries</u>)			
<input checked="" type="checkbox"/> Fruits:		<input type="checkbox"/> Medicinal Herbs:	
<input checked="" type="checkbox"/> Vegetables:		<input checked="" type="checkbox"/> Culinary Herbs or Spices:	
<input checked="" type="checkbox"/> Tree Nuts:		<input checked="" type="checkbox"/> Nursery, Floriculture or Horticulture Crops:	
Funding Priority (optional): <i>Check all that apply</i>			
<input type="checkbox"/> Market Development and Access, International		<input type="checkbox"/> Prevention and management of pests and diseases	
<input checked="" type="checkbox"/> Market Development and Access, Local/farm-direct, regional and domestic		<input checked="" type="checkbox"/> Training and equipping the next generation	
<input type="checkbox"/> Market Development and Access, Certification		<input type="checkbox"/> On-farm labor needs	
<input type="checkbox"/> Food safety and traceability		<input checked="" type="checkbox"/> Productivity enhancements and innovation	
<input type="checkbox"/> Efficiency of distribution systems			
In ten (10) words or less what is the Project Title: Clackamas FoodSystem ONEStop Virtual Partnership			
Project Partners (optional): <i>List all</i> Clackamas County; Multnomah County; Ecotrust Clackamas Community College OSU Extension Service - Clackamas County Clackamas County SWCD Friends of Family Farmers 1000 Friends of Oregon Pitkin-Winterrowd Farms / Our Table Coop Oregon City Farmers' Market Organic Sandy Foodhub Marylhurst University Food Systems and Society Program/James Beard Public Market Institutional Food Buyers Alliance Oregon Food Bank/Oregon Public Health Institute Oregon Dept. of Agriculture USDA - Natural Resources Conservation Service; Rural Development			
Grant Request: \$ 32,500	Anticipated Cash Match: \$ 25,000	Anticipated In-Kind Match: \$ 13,496	Total Project Cost: \$ 70,996



2014 SPECIALTY CROP BLOCK GRANT PROGRAM CONCEPT PROPOSAL APPLICATION FORM

PROJECT PURPOSE: *What is the specific issue, problem or need to be addressed? Why is the project timely and important?*

The Clackamas FoodSystem ONESStop Project is closely aligned with Clackamas County and the Portland metropolitan regions's priorities around food: 1) growing the foodsystem as distinctive industry cluster; 2) align agriculture and specialty crop economic development priorities; and 3) protect and enhance farmland as part of the region's key strategic assets. This FoodSystem ONESStop project supports these priorities by facilitating a stronger and more resilient local/regional food system infrastructure and economy that is less reliant on imports while providing greater levels of farmland protection through increased production capacity and job creation.

In 2012, Clackamas County's **Agricultural Investment Plan (AIP)** focused on expanding countywide economic growth by fostering and capturing emergent markets and business opportunities in the county's agricultural sector. In short, the AIP, in conjunction with other complimentary regional studies, identified major challenges and opportunities to advance sustainable county-level and regional foodshed economies by recognizing:

- \$4.8 billion is spent on the consumption of food and related inputs from outside the region
- 90-95 percent of our food is currently imported from outside the region
- Each 1% increase in local food consumption results in \$40 million in regional economic benefit
- Underutilized agricultural and nursery lands can provide increased production and certainty to meet a large portion of the regional food system's demand

The **Clackamas County Foodshed Strategic Plan**, an element of the **AIP**, details the scope of the food system in the region and opportunities for farmers, and specifies a series of action steps necessary to achieve greater vitality, especially for small and midsize farms eager to serve the domestic regional market. As a result, the **Clackamas County Food System ONESStop** was primarily conceived to establish a public, private, non-profit and academic partnership to help county-based specialty crop farmers participate more fully in the regional food economy. This economic opportunity is also expected to engender benefits such as strengthening public health and food access/equity, building a stronger link between rural and urban communities, linking farm-support organizations and their networks, and protecting farm land and its natural resource stewardship.

In December 2102, Clackamas County submitted a request on behalf of the Board of County Commissioners to Oregon Solutions for designation of the Clackamas FoodSystem ONESStop as an Oregon Solutions project. In May, 2013, Governor Kitzhaber designated the ONESStop as an Oregon Solutions project. With assistance of the Oregon Solutions effort, this innovative ONESStop has now moved from concept to reality, culminating with the expected ONESStop Partners signing a Declaration of Cooperation (DOC) in March 2014. A primary tool needed for fostering collaborative service to Clackamas-based producers by



2014 SPECIALTY CROP BLOCK GRANT PROGRAM CONCEPT PROPOSAL APPLICATION FORM

ONESTop partner organizations is the creation of an online portal to connect producers to partners, and partners to each other. The **objective of the platform is to make it drop-dead simple and efficient for specialty crop producers to find resources to answer their questions**, whether in regard to regulation and licensing, labor and employment, production or conservation practices or incentives, sales and marketing, or any other facet of their operation.

With SCBG funding, Clackamas County will seek a contractor to build the online portal in order to meet their objectives on behalf of Clackamas-based producers. ONESTop Partners have requested a proposal and scope of work from Ecotrust. Ecotrust is uniquely positioned to respond to this request because of the platform it has already developed with a complementary objective of helping small and midsize producers connect directly to wholesale food buyers in their regions, called FoodHub. The Clackamas FoodSystem ONESTop will be built as a unique and dynamic subhub on the FoodHub platform.

POTENTIAL IMPACT: *What do you hope to accomplish with the project? Who are the beneficiaries and what is the overall impact of the project work?*

The ONESTop leverages the capability of FoodSystem ONESTop Partners to provide unique, specific or expanded levels of services, collaboratively developed and delivered, to directly benefit Clackamas County specialty crop producers.

The ONESTop partners support the following overall goals for the ONESTop:

1. Support local specialty crop producers/processors/distributors in serving the Portland regional foodshed markets and beyond.
2. Increase the economic vitality in agriculture food and beverage production, processing, distribution, retail and consumption.
3. Improve access to locally-produced food and beverages.
4. Expand connections among ONESTop partner organizations.
5. Share the success of the ONESTop model with communities across Oregon and beyond.

SUMMARY BENEFITS AND IMPACTS:

- The Clackamas FoodSystem ONESTop meets a critical need for access to technical assistance and services and implementation of the regional foodshed strategy to expand the economic growth of the emerging food system cluster.
- The FoodSystem ONESTop is critical to maintaining and/or enhancing the agriculture based traded sector by closing supply and demand gaps.
- FoodSystem ONESTop Partners can more effectively and efficiently reach underserved producers though collaborative cross-marketing of programs, services and resources.
- The FoodSystem ONESTop connects the growing of local, healthy food with the eating of local, healthy food to meet food access challenges related to hunger and obesity.



2014 SPECIALTY CROP BLOCK GRANT PROGRAM CONCEPT PROPOSAL APPLICATION FORM

WORKPLAN: *Identify the activities necessary to accomplish the project objectives. Indicate who will do the work of each activity. Include timelines for accomplishing each activity. Make sure to include the month and year each activity is scheduled to begin.*

Clackamas County has requested a proposal from Ecotrust for building a virtual OneStop on the FoodHub platform because it offers several key advantages over a static website:

- A) **Dynamic functionality:** robust search functionality by product, member type, and geography already exists on FoodHub, which creates a much richer experience than navigating a brochure-type website, and is thus likely to spur more activity and deeper engagement.
- B) **Target audience awareness and buy-in:** Producers and resource organizations in the food and agriculture sector are already at least somewhat aware of FoodHub, including key partners for Clackamas producers, such as the Oregon Department of Agriculture, USDA, OSU, and Friends of Family Farmers. That familiarity will pave a path for easier platform adoption, rather than starting to build awareness of a new site from scratch.
- C) **Bonus! Economically productive connections:** although the requirements for OneStop focus primarily on creating a resource for finding answers to questions, building it within FoodHub offers the added benefit for producers of connecting directly to wholesale food buyers and building their businesses. Given that the overarching goal of this project is economic development rooted in the strong agricultural sector of Clackamas County and its proximity to the thousands of food buyers in neighboring Multnomah County, this benefit is significant.

Activity 1: Refine ONEStop Portal Scope of Work (October 2014): Who: ONEStop Advisory Team, Ecotrust - Develop an online portal that connects the signatories of the Clackamas ONEStop Oregon Solutions project and allow for additional members will be added over time. The site should offer the following functionality:

- **A central portal page** that provides an overview of the One-Stop, and categorizes resources into the seven key “baskets” (portals) identified by the ONEStop research:
 - o What To Grow and How To Grow It
 - o Marketing, Processing and Distribution
 - o Farm Management, Labor and Financing
 - o Farm Infrastructure, Land, Tools and Equipment
 - o Government Services and Regulations
 - o Resource Conservation and Certification
 - o Farm Support: Businesses, Vendors and Organizations
- **Template-based profiles** for One-Stop members that include the organization name, specific point of contact, logo, website URL, social media links; and narrative overview.
- **A bulletin board** that allows members to post specific needs or offerings.
- **Member/issue search** to allow farmer members to find the resource they need based on however they search for it (e.g. a water issue may be related to irrigation, riparian zone restoration, or land use/zoning, which would lead them to different resources).



2014 SPECIALTY CROP BLOCK GRANT PROGRAM CONCEPT PROPOSAL APPLICATION FORM

- **Educational resources:** create a central repository to make partner resources, such as white papers, videos and other documents available for partners/growers.
- **Mobile-accessible:** the site needs to be expandable to provide accessible by mobile phones/devices, as many farmers are favoring mobile devices.
- **Outreach:** An outreach plan to market the ONEStop to producers and other potential ONEStop partners; and that guidance is provided to using the ONEStop portal.
- **Buyer/Seller matchmaking:** ONEStop connectivity to the product-based search functionality of FoodHub, allowing buyers and sellers to find each other and connect for the purposes of buying and selling food products.

Activity 2: Contract with Ecotrust (Dec.2014) Who: Clackamas County

Activity 3: Design/Build ONEStop Portal on Ecotrust's FoodHub Platform (January, 2015)

Who: Contractor, ONEStop Advisory Team/Clackamas County – 4x meetings);
ONEStop Partners - Provide Partner Profile

Activity 4: Portal Demonstration/Training to ONEStop Partners (June, 2015)

Who: Ecotrust, ONEStop Partners

Activity 5: ONEStop Demonstrations to Specialty Crop Producers (July, 2015)

Who: Ecotrust/ONEStop Advisory Team

Activity 6: ONEStop Media Press Release (August, 2015); Who:Ecotrust and ONEStop Partners

Activity 7: Performance Measurements(September, 2015); Who: Ecotrust, ONEStop Advisory Team, ONEStop Partners.

MEASURABLE OUTCOMES: *How will you measure the success of the project? Measurable outcomes should be **direct outcomes** that are **external to the project** (i.e. project activities cannot be used as an outcome).*

Must include: GOAL, BENCHMARK, TARGET, PERFORMANCE MEASURE.

Success can be measured through monitoring and evaluating the ONEStop's outcomes.

Preliminary process and performance measures include:

- A. Process measures: reconvene the partners' team one year from launch; quarterly meetings of the ONEStop Advisory Team; Goal: number of visits (hits) to the website; Target: number of producer contacts with Partners; Measurement: online survey
- B. Performance measures based on ONEStop goals:
 - Goal: Growing the growers; Benchmark: 1,200 producers in AIP Survey; Target: # of producers serving the regional food economy; Measurement: online survey.
 - Trends in employment and income in regional food production, processing, distribution, retail and consumption. GOAL: Percentage of locally-produced food in total regional food purchases; Benchmark: AIP Study (\$4.8billion; 95% sourced from outside; Target: 5-10% import substitution; Measurement: rerun 2011-12 economic data model.
 - Goal: Increase delivery and efficiency of ONEStop Partner services to growers. Benchmark: Existing # of ONEStop Partners at DOC signing; Target: identify and recruit Partners with mission objectives similar to the ONEStop Partners; Measurement: Post ONEStop implementation number of partners.



**2014 SPECIALTY CROP BLOCK GRANT PROGRAM
CONCEPT PROPOSAL APPLICATION FORM**

BUDGET:

Use the budget grid below (add zeros to all cells not included in your project proposal budget):

COST CATEGORY	GRANT REQUEST	CASH MATCH	IN-KIND MATCH	TOTAL COST
Personnel	\$0	\$0	\$13,496	\$13,496
Fringe benefits	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0
Contractual	\$32,500	\$25,000	\$0	\$57,500
Other	\$0	\$0	\$0	\$0
TOTAL:	\$32,500	\$25,000	\$13,496	\$70,996

BUDGET NARRATIVE

Provide budget estimates in order for ODA to determine whether it is reasonable and allowable to be funded under the grant guidelines. Use the formatting below (enter zero's (0) in budget categories not included in your project proposal budget):

ODA SCBGP Grant request - BUDGET TOTAL (\$) 32,500

Personnel (\$):

Enter brief description...

Fringe benefits (\$):

Enter brief description...

Travel (\$): 0

Enter brief description...

Equipment (\$):

Enter brief description...

Supplies (\$):

Enter brief description...

Contractual (\$): 32,500

Enter brief description... Contract 1: Contractor to build the virtual Clackamas FoodSystem ONESop as a unique and dynamic subhub under the Ecotrust FoodHub platform. - \$22,500 per flat rate bid estimate; Contract 2: Performance/Monitoring - Update 2011-12 AIP Economic Analysis; Prepare ONESop Performance Report and provide project mgt to ONESop Advisory Team - \$7,500.



2014 SPECIALTY CROP BLOCK GRANT PROGRAM CONCEPT PROPOSAL APPLICATION FORM

Other (\$):

Enter brief description...

Program Income (\$):

Enter brief description...

Provide catch and in-kind budget estimates - Use the formatting below (enter zero's (0) in budget categories not included in your project proposal budget):

Cash and In-kind Match funding - BUDGET TOTAL \$38,496

Personnel (\$):13,496

Enter brief description... Partners in-kind match: 15 partners to attend semi-annual ONESStop meeting; utilize partner networks to promote and market ONESStop services to specialty crop growers (15x4x4x\$19.95); ONESStop Advisory Team – 4 qrtly meetings, oversee contractor deliverables, review performance measures (5x4x12x\$19.95); Project mgt. Clackamas County (80 hrsx\$49/hr). Note: volunteer rate at \$19.95/hr.

Fringe benefits (\$):

Enter brief description...

Travel (\$):

Enter brief description...

Equipment (\$):

Enter brief description...

Supplies (\$):

Enter brief description...

Contractual (\$): 25,000

Contract 1: Contractor to build the virtual Clackamas FoodSystem ONESStop as a unique and dynamic subhub under the Ecotrust FoodHub platform.- \$22,500 per flat rate bid estimate;
Contract 2: Performance/Monitoring - Update 2011-12 AIP Economic Analysis; Prepare ONESStop Performance Report and provide project mgt to ONESStop Advisory Team - \$2,500.

Other (\$):

Enter brief description...



2014 SPECIALTY CROP BLOCK GRANT PROGRAM CONCEPT PROPOSAL APPLICATION FORM

BUDGET NARRATIVE INSTRUCTIONS:

No administrative overhead or indirect costs are allowed under this grant.

Personnel (salary): *In order for personnel salaries to be directly charged to a grant, the employee must participate in direct project activities and these activities must be attributable to monthly through payroll documentation. Indicate position title, and salary estimate.*

Fringe benefits: *In order for personnel fringe benefits to be directly charged to a grant, the employee must participate in direct project activities and these activities must be attributable to monthly through payroll documentation. Indicate position title, and benefits estimate.*

Travel: *For all travel, provide the destination; purpose of trip; number of trips; number of people traveling; number of days traveling; Provide estimates for airfare costs; ground transportation costs; lodging and meals costs; mileage. Travel should follow the grant applicant's written travel policies; or for domestic travel the U.S. General Services Administration rates at <http://www.gsa.gov/portal/category/21287> ; and for foreign travel the U.S. Department of State's rates at http://aoprals.state.gov/web920/per_diem.asp*

Equipment (defined as purchases or rentals of \$5,000 or more): *Specialty purpose equipment must solely benefit eligible specialty crops and the specialty crop industry and not a particular commercial product or provide a profit to a single organization, institution, or individual. Include an itemized list of equipment purchases or rentals, along with a brief narrative of the intended use of each item and the total cost of all equipment and rentals.*

Supplies (defined as purchases under \$5,000): *Provide an itemized list and estimated dollar amount for all supplies expected to accomplish the project goals.*

Contractual: *Provide a short description of the statement of work for each contract that are as well as an estimated flat fee or hourly rate. List general categories of items the contract covers such as professional services, travel, lodging, indirect costs, etc. Per federal guidelines, contractor/consultant rates shall not exceed \$130,000 or \$500 per 8-hour day, excluding travel and subsistence costs and all contracts should be awarded on a competitive basis.*

Other: *This category includes estimated costs of: communications such as mailings, express mail, faxes, and telephone long distance charges; speaker fees and a description of the services they are providing; publications, including the number of publications anticipated; performance data collection.*

Program Income: *If there is any program income expected, please indicate the nature and source of the income (i.e. conference registration fees, etc.). Program income earned may be used for expanding the project or program, continuing the project or program once the grant period and/or funding ends, or supporting other projects or program that further the broad objectives of the program.*

GRANT AGREEMENT

Grantee: **Clackamas County**

Project name: **Clackamas FoodSystem ONESStop Virtual Partnership**

Original award amount: \$30,000.00

Project duration: Date of execution through September 29, 2016

<p>Grantee Clackamas County Laura Zentner BCS Deputy Director 150 Beavercreek Rd Ste. 419 Oregon City, OR 97045 503-742-4351 lzentner@co.clackamas.or.us lzentner@co.clackamas.or.us</p>	<p>Grant Specialist (Daily contact) Rick Gruen Manager 503-742-4345 rgruen@co.clackamas.or.us</p>
<p>Fiscal Agent</p>	<p>Grant Specialist for Department (Daily contact): Shannon Brubaker SCBGP Manager 1207 NW Naito Parkway, Ste 104 Portland, OR 97209 503-872-6617 sbrubaker@oda.state.or.us</p>

BETWEEN: State of Oregon, acting by and through the OREGON DEPARTMENT OF AGRICULTURE (“Department”)

AND: Clackamas County (“Grantee”)

TITLE: Clackamas FoodSystem ONESStop Virtual Partnership (Project Plan in EXHIBIT E)

This agreement is between the Oregon Department of Agriculture (hereafter called the “Department”) and the Clackamas County (hereafter called “Grantee”).

SECTION 1 LEGAL BASIS OF AWARD

Pursuant to ORS 561.240, the Department is authorized to enter into agreements with public and private corporations in connection with the administration of laws of this state.

Accordingly, the Department is willing to provide grant assistance (as defined in Section 2.01) on the terms and conditions of this Agreement to enable the Grantee to conduct the Project set forth and described in EXHIBIT E, and the Grantee is willing to accept the grant assistance on the terms and conditions of this Agreement. Therefore, the parties agree as follows effective as of the Effective Date (as defined in Section 2.04):

**SECTION 2
AWARD**

Section 2.01. Award. In accordance with the terms and conditions of this Agreement, Department shall provide Grantee with a maximum of \$30,000.00 (the "Award") to conduct the Projects and for the purpose set forth in EXHIBIT E, attached hereto and incorporated herein by this reference.

Section 2.02. Disbursement of Award Moneys. The Department shall pay Grantee a total amount not to exceed \$30,000.00 for performance of this Agreement. This shall be the sole monetary obligation of the Department. Funds will be awarded to the Grantee from the Department based on the following:

- (tt) Upon execution of this Agreement, Grantee will be eligible to begin making direct activity expenditures eligible for reimbursement on a quarterly basis. No advances will be given.
- (uu) If required progress reports or final report have not been submitted by the deadlines outlined in this agreement, reimbursements may be withheld until received and accepted by the Department.
- (vv) Upon receipt and approval of reimbursement funds request form, documented expenditure receipts and required progress reports, the Department will reimburse the Grantee for the total amount expended as frequently as each quarter year.
- (ww) No administration or indirect costs will be reimbursable.
- (xx) **Reimbursement Requirements.** Grantee is required to use the reimbursement workbook and funds request forms provided by Department.
- (yy) **Travel Expense Reimbursement.** Reimbursement for meals and incidentals and mileage shall not exceed allowable costs as set forth in Oregon State travel regulations, contained in the Oregon Accounting Manual, http://www.oregon.gov/DAS/CFO/SARS/pages/oam_toc.aspx
Lodging may be reimbursed at actual rates with sufficient documentation.
Airfare costs in excess of the customary standard commercial airfare (coach or equivalent) shall not be allowed. Mileage claims must be supported by a cost detail or an attached travel journal.
- (zz) **Supporting Financial Records.** Grantee shall submit the supporting financial records for reimbursement funds requests as outlined within reimbursement guidelines established by Agency. Financial records may include, but are not limited to: receipts; payroll records; wage and benefit reports; travel logs; contractor invoices, etc.
Charges for salaries and wages shall comply with 2 CFR 220 and be based on payrolls documented in accordance with generally accepted practices. Employees who work solely on a federal award must support their salaries and wages with a signed "certification" at least semiannually. Employees who work on multiple activities must support their salaries and wages with activity reports, unless a statistical sampling system has been approved by the Federal Agency. The activity reports must include after-the-fact reporting of actual distribution of activities, account for the total activity for which the employee is compensated, and include the employee's signature. The activity reports must be prepared at least monthly and coincide with one or more pay periods.
- (aaa) Reimbursements may be withheld until completion and submittal to the Department of EXHIBIT D, "Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting" for any grant in excess of \$25,000.
- (bbb) The final 10 percent of the eligible grant award will be considered the final reimbursement payable to the Grantee. The final reimbursement request will require completion, receipt and acceptance of the Final Report – On or Before – **October 31, 2016** in addition to any outstanding documented expenditure receipts in order to receive the remaining 10 percent of funds agreed to in this agreement.

Section 2.03. Conditions Precedent to Each Disbursement. Disbursement of Award moneys to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (z) The Department has sufficient funds available in its current appropriation and limitation to allow Department, in the reasonable exercise of its administrative discretion, to make the disbursement.
- (aa) The Grantee acknowledges that the Department's obligation to pay the amounts under this Agreement is contingent upon the Department receiving block grant funds under the United States Department of Agriculture Specialty Crop Block Grant Program.
- (bb) No default has occurred and is continuing;
- (cc) Grantee is in compliance with ORS 279B.020, 279B.230, 279B.235, and 279B.220, and;
- (dd) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.04. Award Term and Termination. This Agreement shall become effective on the date on which it has been fully executed and has been approved as required by applicable law (the "Effective Date"). The availability of Award moneys under this Agreement and Department's obligation to reimburse Project expenditures shall end on **September 29, 2016** (the "Termination Date").

SECTION 3 USES OF AWARD

Section 3.01. Eligible Uses of Award. Grantee's use of the Award moneys is limited to those direct expenditures necessary to complete the Project. Requests to alter any of the proposed project activities must be submitted to and approved by the Department through an amendment process. Travel expenses for meals and incidentals will be reimbursed according to federal per diem rates, not actual costs as incurred. Lodging may be reimbursed at actual rates with sufficient documentation.

Section 3.02. Ineligible Uses of Award. Grantee shall not use the Award moneys to reimburse any person or entity for expenditures made or to pay for any expenses incurred prior to the Effective Date. In addition, Grantee may not obligate or expend any Award moneys with respect to the Project in excess of the Project Amount for the Project set forth in Section 2.

Section 3.03. Unexpended and Unobligated Award Moneys. Any Award moneys disbursed to Grantee that are not obligated or expended by Grantee in accordance with this Agreement by the earlier of the Termination Date or the date this Agreement is terminated shall be returned to the Department. If Grantee fails to return the amount of the unobligated funds within fifteen (15) days after the date Department demands return on those funds, Department may deduct the amount demanded from any future payment from Department to Grantee, including but not limited to, any payment to Grantee from Department under this Agreement and any payment to Grantee from Department under any other contract or agreement, present or future, between Department and Grantee.

Section 3.04. Project Completion. If Grantee fails to complete the Project by the Termination Date Grantee shall, upon Department's demand, repay to Department the full amount of all Award moneys attributable to that Project disbursed to Grantee under this Agreement.

Section 3.05. Restriction on Use of Funds. Grantee shall not use any money disbursed under this Agreement to support or oppose any Oregon ballot measure, voter referendum, or the election or defeat of any candidate for public office. In addition, Grantee shall not use any money disbursed under this Agreement for any purpose prohibited by and terms and conditions of the US Department of Agriculture's Specialty Crop Block

Grant Program – Farm Bill: Catalogue of Federal Domestic Assistance Number 10.170, Funding Opportunity Number: USDA-AMS-SCBGP-2014 as indicated in Cooperative Agreement No. 14-SCBGP-OR-0041 between the Oregon Department of Agriculture and the US Department of Agriculture Agricultural Marketing Service.

Section 3.06. Equipment. Department shall have no right title and interest in any equipment purchased using Award moneys.

Section 3.07. Confidentiality. Department and Grantee each agree that it will keep and hold as confidential any proprietary information or unpublished research reports supplied to it by the other during the term of this Agreement, and that neither party will publish the confidential or proprietary information of the other without the other's prior written consent. Department's obligations under this Section shall be subject to the Oregon Public Records Law, ORS 192.410 through 192.505.

Section 3.08. Publication. Any papers, published in professional journals must include a statement recognizing the USDA Specialty Crop Block Grant Program funding of the project.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to the Department as follows:

Section 4.01. Existence and Power. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory Department, board or other administrative agency or any provision of Grantee's charter or other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid and binding obligation of Grantee, enforceable in accordance with its terms.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Reports. Grantee shall provide written reports on the progress of the Project. Grantee shall provide Department with an electronic version of each report in Microsoft Word submitted via FTP upload.

FTP server address for submission of reports: <http://files.oda.state.or.us/?login=scbgp-rpt>

Reports shall be made according to the following schedule:

(p) **Biannual Progress Reports:** The biannual reporting periods are:

i. **Biannual 1:** Date of execution – March 31, 2015 (due no later than **April 30, 2015**)

ii. **Biannual 2:** April 1 2015 – September 30, 2015 (due no later than **October 30, 2015**)

iii. **Biannual 3:** October 1, 2015 – March 31, 2016 (due no later than **April 30, 2016**)

These reports must outline project activities completed, an itemized list of expenditures by category, and preliminary results from project activities as submitted in grant proposal. The biannual performance report must follow the content requirements in EXHIBIT B.

(q) **Final Report:** On or before **October 31, 2016**

The final report must be a comprehensive accounting of all project activities, accomplishments, and measurable outcomes. Additionally, it must include receipts and detailed record of all funds expended in order to receive final 10 percent reimbursement. The final performance report must follow the content requirements in EXHIBIT B.

- (r) **Verification:** All reports must be approved and signed for accuracy by an authorized representative.

Section 5.02. Records and Inspection. The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct costs expended by either party in the performance of the services described herein. Documents must also support performance and costs of any nature expended in the performance of this Agreement. **Under 7 CFR 3016.42** and the records retention policies of the state of Oregon, all books, records, documents and other material relevant to this Agreement will be retained until the later of three years after the Termination Date or the date that all disputes, if any, arising under this Agreement have been resolved. These records shall be subject to inspection, review or audit by both parties, the State Auditor, USDA, federal auditors, the Comptroller General of the United States or any of their duly authorized representatives who shall have full access and the right to inspect, audit and copy any of these materials during this period during normal business hours. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained. Additionally, Grantee shall require any contractors to comply with this clause.

Section 5.03. Compliance with Laws. Grantee shall comply, and require all providers of services funded with Award moneys to comply, with all applicable federal, state, and local laws. This grant shall be governed by and construed in accordance with the laws of the State of Oregon. In addition, Grantee agrees to comply with all rules and regulations signed between the Department and the US Department of Agriculture, Agricultural Marketing Service as indicated in Cooperative Agreement No. 14-SCBGP-OR-0041, the Specialty Crop Competitiveness Act of 2004 (7 U.S.C 1621 note) of Public Law 108-465, and SCBGP-FB Final Rule (7 CFR Part 1291). In addition, the Grantee shall comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 220, 225 and 230 or Federal Acquisition Regulation 48 CFR 31.2.

The Grantee will ensure that it monitors any local government or non-profit organization secondary sub-grantee to whom it may pass funds.

The Grantee will comply with government-wide audit requirements (7 CFR Part 3052). If Grantee expends more than \$500,000 per fiscal year in federal awards from state agencies, they are subject to an audit review by a state agency under the provisions of OMB Circular A-133. However, if Grantee expends less than \$500,000 per fiscal year in federal funds, it remains subject to other requirements specified in Circular A-133.

The Grantee, as a primary tier participant is required to comply with 2 CFR Part 180, Subpart C (Responsibilities of Participants Regarding Transactions Doing Business With Other Persons) as a condition of participation in the award. The Grantee is also required to communicate the requirement to comply with 2 CFR Part 180, Subpart C to persons at the next lower tier with whom the Grantee enters into covered transactions.

Section 5.04. Delivery of Work Product. Grantee shall deliver to Department, at no charge, copies of all reports, articles, books, or other documents that arise from Project funded in whole or in part with Award moneys.

Section 5.05. Ownership of Work Product. Grantee shall retain ownership of all work product produced using Award moneys. Grantee hereby awards to Department a royalty free, perpetual, non-exclusive license to reproduce, distribute, prepare derivative works based upon, distribute copies of, perform and display the work product, and to authorize others to do the same on Department's behalf.

**SECTION 6
TERMINATION AND DEFAULT**

Section 6.01. Termination by Department.

Termination for Convenience. The Department may terminate this Agreement in whole or in part for its convenience effective upon written notice to Grantee, or at such later date as may be established by Department in such notice. The Department's right to terminate this Agreement in part shall include the right to terminate the Project. In the event that Department terminates this Agreement in whole or in part pursuant to this Section, Grantee shall, as of the effective date of termination, cease activities with respect to the terminated Project funded by Award moneys, and shall submit to the Department an invoice detailing Grantee's expenditures on the terminated Project that is funded with Award moneys. Department shall reimburse Grantee with respect to the terminated Project for all such expenditures incurred before the date of termination pursuant to this Section up to the total amount of the terminated Project. In the event that Grantee's expenditures on a terminated Project are less than Award moneys disbursed to Grantee by Department attributable to the terminated Project before the date of termination, Grantee shall return to the Department all Award moneys attributable to the terminated Project previously disbursed by Department in excess of Grantee's expenditures on the terminated Project.

Termination for Cause. Department may terminate this Agreement in whole or in part effective upon written notice to Grantee, or at such later date as may be established by Department in such notice, under any of the following circumstances: (i) Grantee fails, after diligently pursuing all reasonable funding sources, to obtain sufficient funding from other planned funding sources for the terminated Project that were made known to Department in writing before the Effective Date of this Agreement, or (ii) if because of events wholly out of the control of the Grantee, Grantee is unable to complete the terminated Project. In the event of termination pursuant to Section (ii) above, Grantee shall return to Department all unexpended Award moneys attributable to the terminated Project previously disbursed to Grantee by Department under this Agreement.

Section 6.02. Termination by Grantee. Grantee may terminate this Agreement in whole or in part effective upon written notice to Department, or at such later date as may be established by Grantee in such notice, under any of the following circumstances: (i) Grantee fails, after diligently pursuing all reasonable funding sources, to obtain sufficient funding from other planned funding sources for the terminated Project that were made known to Department in writing before the Effective Date of this Agreement, or (ii) if because of events wholly out of the control of the Grantee, Grantee is unable to complete the terminated Project. In the event of termination pursuant to Section (i) above, Grantee shall return to Department all unexpended Award moneys attributable to the terminated Project previously disbursed to Grantee by Department under this Agreement.

Section 6.03. Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- (u) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto;
- (v) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Department to measure progress on the Project funded by the Award, the expenditure of Award moneys or the performance by Grantee is untrue in any material respect when made;
- (w) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or

- acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (x) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured, whether or not curable, within thirty (30) days of written notice thereof to Grantee from Department or such longer period as Department may authorize in its sole discretion, Department may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement or termination of the Project at such time as Department in its sole discretion determines, return of all or a portion of the Award amount, and payment of interest earned on the Award amount. Department may pursue remedies with respect to defaults related to the Project. If, as a result of Grantee's default, Department demands return of all or a portion of the Award amount or payment of interest earned on the Award amount, Grantee may, at Grantee's option, satisfy such demand by paying to Department the amount demanded or permitting Department to recover the amount demanded by deducting that amount from future payments to Grantee from Department under this Agreement, or under any other contract or agreement, present or future, between Department and Grantee. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Department may deduct the amount demanded from any future payment from Department to Grantee, including but not limited to, any payment to Grantee from Department under this Agreement and any payment to Grantee from Department under any other contract or agreement, present or future, between Department and Grantee.

SECTION 7 REQUIRED INSURANCE

Reserved.

SECTION 8 MICELLANEOUS

Section 8.01. No Implied Waiver, Cumulative Remedies. The failure of Department to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 8.02. Governing Law; Venue; Consent to Jurisdiction. Any claim, action, suit or proceeding (collectively, "Proceeding") between State and Grantee that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of State for Marion County; provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Grantee hereby

consents to the in personam jurisdiction of these courts and waives any objection to venue in these courts and any claim that the forum is an inconvenient forum. Nothing in these provisions shall be construed as a waiver of State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or jurisdiction based thereon.

Section 8.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Department at the address or number set forth below, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 8.04. Amendments. This Agreement's scope, objectives and duration may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties. No work toward any amended request can be performed without prior authorization from granting Agency.

(u) Budget changes

The project budget is subject to change. If it becomes necessary to modify the Budget, a request for the change must be submitted to the program coordinator at ODA in writing for prior approval. The request for a Budget change shall include a description of the change and a justification for the change.

NOTE: an amendment to the Budget will be completed only if funds will be transferred between Budget Categories or new activities are being proposed through a scope change. If requested changes affect existing activities only, prior approval in writing is sufficient for the change.

(v) Scope changes

If it becomes necessary to modify the scope or objectives of this Agreement, written justification for the change must be submitted to ODA, along with the revised scope or objectives.

NOTE: an amendment to the Work Plan will be completed only if activities are added or removed. If requested changes alter the timeline only, addressing those revisions through reporting is sufficient.

(w) Key personnel changes

If a member of the key personnel (i.e. project manager, principal investigator, etc.) will change or will be absent from the project, written notification must be submitted to ODA. The notification shall contain the replacement's information, and in the case of a temporary absence, shall include a detailed description of how the project will effectively continue during the absence.

NOTE: ODA will determine if an amendment is necessary. In cases of temporary absence, notification may be sufficient.

(x) Extension of Grant Agreement.

Where an extension of time is required the modification must be approved in writing by the Department; the extension must be received in writing no later than 60 days prior to the expiration date of the award. The request must include: the length of additional time required to complete project objectives, a justification for the extension; an estimate of remaining funds on the scheduled expiration date; and a projected timetable to complete the project for which the extension is being requested.

NOTE: All awards are limited to 3 years in duration from the date the cooperative agreement

between the USDA and the Department was signed.

Section 8.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Department, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Department.

Section 8.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 8.07. Indemnity.

General Indemnity. Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Department and their agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever ("claims"), including attorneys fees resulting from arising out of, or relating to the acts of omissions of grantee or its officers, employees, subgrantees, or agents under this agreement.

Indemnity for infringement claims. Grantee expressly agrees to defend, save, hold harmless and indemnify Department, the State of Oregon and their agencies, subdivisions, offices, directors, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of or related to any claims that the work, the work product or any other tangible or intangible items delivered under this contract by Grantee that may be subject to protection under any state or federal, intellectual property law or doctrine, or Department's reasonable use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party ("infringement claim"); provided that the state shall provide Grantee with prompt written notices of any infringement claim.

State shall reasonably cooperate in good faith, at Grantee's reasonable expense, in the defense of claims and infringement claims, and Grantee shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claims and infringement claims and shall bear all costs of such counsel. Counsel must accept appointment as a special assistant Attorney General under ORS Chapter 180 before counsel may act in the name of, or represent the interests of, state, its agencies, officers, employees or agents. State may elect to assume its own defense with an attorney of its own choice and at its own expense at any time state determines important governmental interest are at stake. Subject to the limitations noted above, Grantee may defend such claims and infringement claims with counsel of its own choosing provided that no settlement or compromise of any such claims and infringement claims shall occur without consent of state, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 8.08. Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.

Section 8.09. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended and Unobligated Award Moneys; Section 5.02, Records and Inspection; and the entirety of Section 7, MISCELLANEOUS.

Section 8.10. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 8.11. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 8.12. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 8.13. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

EXHIBIT A

FEDERAL TERMS AND CONDITIONS

The Grantee will comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including 7 CFR Part 1291 and as follows:

1. Civil Rights

The Grantee will comply with civil rights standards which may be prescribed pursuant to the following:

- JJ. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- KK. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- LL. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- MM. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- NN. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- OO. Executive Order 11246; and
- PP. Americans with Disabilities Act, Public Law (P.L.) 101-366.

2. Labor Standards

The Grantee will comply with labor standards which may be prescribed pursuant to the following:

- P. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500899;
- Q. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- R. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5, 1926.

3. Environmental Standards

The Grantee will comply with environmental standards which may be prescribed pursuant to the following:

- OO. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- PP. Notification of violating facilities pursuant to EO 11738;
- QQ. Protection of wetlands pursuant to EO 11990;
- RR. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- SS. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- TT. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- UU. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and,
- VV. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

4. Audit Requirements

The Grantee will comply with single audit act requirements which may be prescribed pursuant to the following:

- F. 7 CFR 3052 (OMB A-133) "Audits of States, Local Governments, and Non-Profit Organizations."

5. Drug-Free Environment

The Grantee will comply with drug-free environment standards which may be prescribed pursuant to the following:

- F. §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose.

6. Lobbying Restrictions

The Grantee will comply with lobbying restriction standards which may be prescribed pursuant to the following:

- F. Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 7 CFR Part 3018.

7. Intergovernmental Review

The Grantee will comply with intergovernmental review standards which may be prescribed pursuant to the following:

- K. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
- L. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

8. Confidentiality

The Grantee will comply with confidentiality standards which may be prescribed pursuant to the following:

- K. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 3019; and
- L. Privacy Act, 5 USC 552a.

9. Conservation in Procurement

The Grantee will comply with procurement standards which may be prescribed pursuant to the following:

- F. Resource Conservation and Recovery Act, 42 USC 6962 and Executive Order 12873, as implemented at 40 CFR Part 247

10. Debarment, Suspension, Criminal or Civil Convictions

The Grantee and its principals will comply with debarment and suspension standards which may be prescribed pursuant to the following:

- F. Executive Order 12549, as implemented at Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities.

The Grantee will further agree to provide immediate written notice to the ODA Grant Specialist if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances; and will require recipients of lower-tier covered transactions under this grant award to similarly certify (Executive Order 12549, as implemented by 7 CFR Part 3017, Section 3017.510, Participants' responsibilities).

11. Crimes and Prohibited Activities

The Grantee will comply with crimes and prohibited activities standards which may be prescribed pursuant to the following:

- P. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- Q. False Claims Act, 31 USC 3729; and
- R. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

12. Biosafety in Laboratories

The Grantee will comply with laboratory biosafety standards which may be prescribed pursuant to the following:

- F. *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

13. Conflicts of Interest

The Grantee will comply with conflict of interest standards which may be prescribed pursuant to the following:

- F. Agency implementations, i.e., 45 CFR Part 94; and OMB Circular A-21.

14. Patents, Copyrights and Project Results

The Grantee will comply with patent and copyright standards which may be prescribed pursuant to the following:

- F. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401.

The Grantee agrees that ODA and the U.S. Department of Agriculture (USDA) will have the right to use any copyrighted material or trademarks developed under this Grant Agreement without royalty and may do so in cooperation with other public agencies.

The Grantee agrees that the results of this project may be published by USDA, ODA or by appropriate contractors or cooperators as mutually agreed.

15. Care and Use of Laboratory Animals

The Grantee will comply with the care and use of laboratory animal standards which may be prescribed pursuant to the following:

- F. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR Sub Chapter A, Parts 1-4

16. Seat Belt Use

The Grantee will comply with seat belt use standards which may be prescribed pursuant to the following:

- U. Highway Safety Act of 1966 as amended (23 USC 402-03);
- V. Government Organization and Employees Act as amended (5 USC 7902(c));
- W. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- X. Increasing Seat Belt Use in the United States (Executive Order 13043).

17. All Other Federal Laws

The Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program, including:

- U. 7 CFR Part 1291, Specialty Crop Block Grant Program - Farm Bill;
- V. 7 CFR Part 3015, Uniform Federal Assistance Regulations;
- W. 7 CFR Part 3019, Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals, Non-Profit Organizations, and For-Profit Organizations.
- X. CFR Part 3019, Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals, non-profit Organizations, and For-Profit Organizations

18. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

XI. Where and when to report.

- xi. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

xii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

XII. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov>.

B. Reporting Total Compensation of Recipient Executives.

XI. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received —

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

XII. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

xi. As part of your registration profile at <http://www.ccr.gov>.

xii. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

XI. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if —

i. in the subrecipient's preceding fiscal year, the subrecipient received —

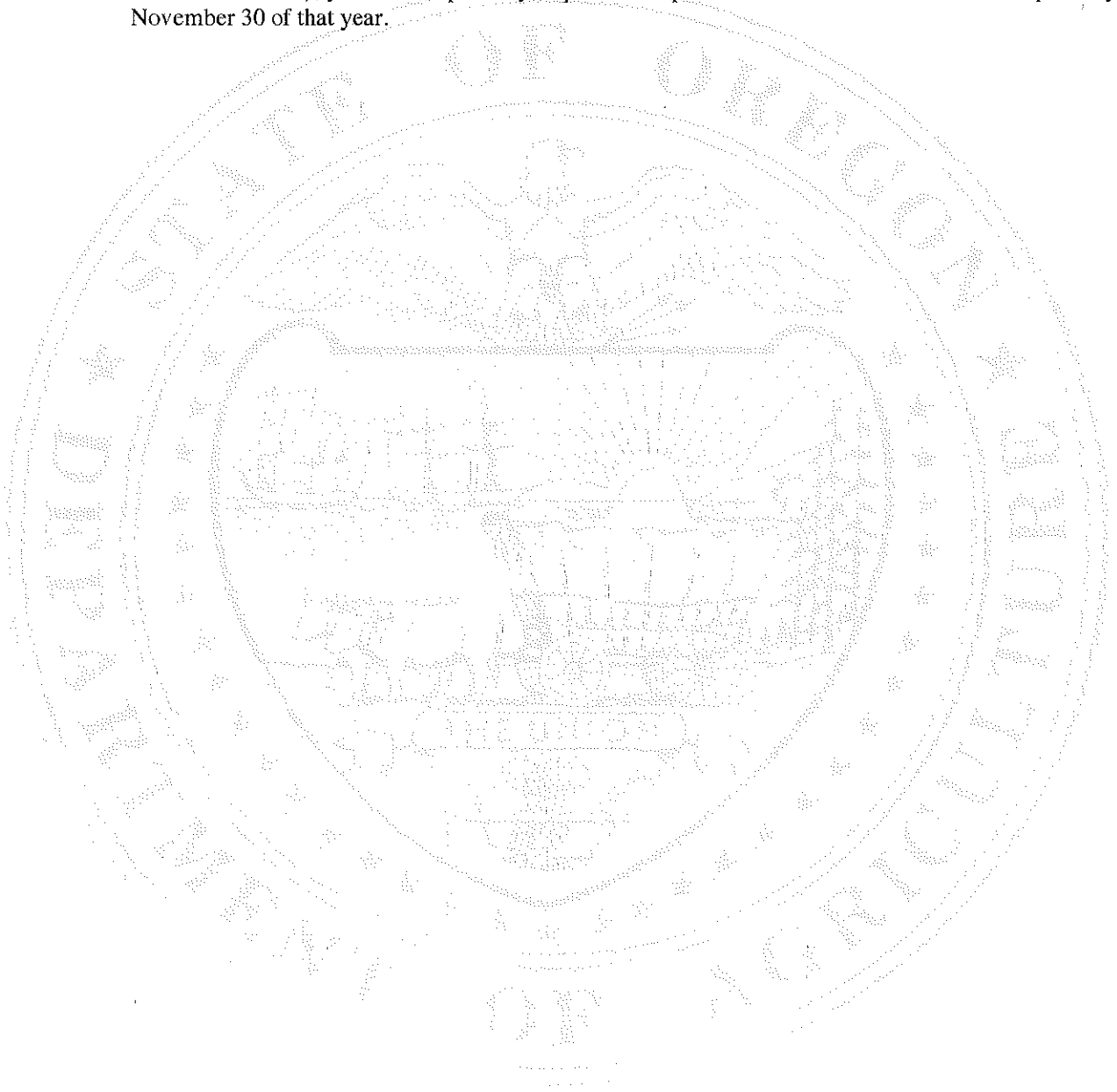
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

XII. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- xi. To the recipient.
- xii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.



D. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

XXVI. Entity means all of the following, as defined in 2 CFR part 25:

- xxvi. A Governmental organization, which is a State, local government, or Indian tribe;
- xxvii. A foreign public entity;
- xxviii. A domestic or foreign nonprofit organization;
- xxix. A domestic or foreign for-profit organization;
- xxx. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

XXVII. Executive means officers, managing partners, or any other employees in management positions.

XXVIII. Subaward:

- xvi. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- xvii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- xviii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

XXIX. Subrecipient means an entity that:

- xi. Receives a subaward from you (the recipient) under this award; and
- xii. Is accountable to you for the use of the Federal funds provided by the subaward.

XXX. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- xxxi. Salary and bonus.
- xxxii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- xxxiii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- xxxiv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- xxxv. Above-market earnings on deferred compensation which is not tax-qualified.
- xxxvi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

EXHIBIT B

REPORTING REQUIREMENTS

BIANNUAL PROGRESS REPORTS

Using the template provided by the Department submit reports via FTP: <http://files.oda.state.or.us/?login=scbgp-rpt>. Report should be in Microsoft Word format, in size 12 "Times" font, with 1" margins. Project materials (e.g. videos, collateral, logos, etc.) must also be submitted in electronic format. Include the following sections to detail progress to date:

Activities Performed

- Briefly describe the work accomplished during the reporting period. What specific tasks from the Work Plan of the approved project proposal were accomplished? Whenever possible, describe the work accomplished in both quantitative and qualitative terms, including any significant results, accomplishments, conclusions and recommendations resulting from the work completed during the reporting period. Be sure to include any favorable or unusual developments.
- Clearly describe the progress made towards achieving the Expected Measurable Outcomes identified in the approved project proposal. Include any baseline data developed through the project and any results from the implementation of the project's performance measures. Provide any survey results or research data developed during the period.
- If the project has the potential to benefit non-specialty crop commodities, describe the activities that were conducted to ensure that grant funds were used to solely enhance the competitiveness of specialty crops.
- If a target of a project has already been achieved, project staff is encouraged to amend the outcome measure in the performance report. This permits the project staff to "stretch" the goals in order to go beyond what they are already doing.

Problems or Delays

- Describe any unexpected delays, impediments, and challenges that have been confronted in order to complete the goals for the project such as changes or delays to the approved Work Plan activities and Expected Measurable Outcomes. Explain why these changes took place.
- Describe the corrective actions that were taken in order to address these delays, impediments, and challenges and to prevent their recurrence.
- If challenges occurred, review measurable outcomes to determine if targets are still realistic and attainable. An objective that is too stringent should be scaled back and identified in the performance report. Keep in mind that targets may slip due to all kinds of factors, such as employee turn-over and bad weather.

Future Project Plans

- Briefly describe the work to be accomplished in the next reporting period. What specific tasks from the Work Plan of the approved project proposal will be accomplished? Make sure to include those activities that will be required to track and collect the data necessary to report on the Expected Measurable Outcomes from the approved project proposal.
- If the timeline of the approved project Work Plan has changed or is anticipated to change during the next reporting period, please provide an updated timeline for the remainder of the project.
- Describe any additional changes that are anticipated in the project in the future. When it is necessary to modify the Project Purpose, substantially change the Expected Measurable Outcomes and/or the proposed Work Plan deliverables of an award, you must submit a formal scope amendment request to SCBGP. This must be submitted as a separate document.

- When it necessary to make cumulative budget changes of 20% or more of the project's total budget, you must submit a formal budget change request to SCBGP. This must be submitted as a separate document.

Funding Expended to Date

- Provide the actual dollar amount or percentage of grant funds expended on the project from the beginning of the project to the end of the reporting period covered by this report, regardless of whether subgrantee expenses have been reimbursed by the State.
- If less than 1/3 of the project funds were expended in the first reporting period or if less than 2/3 of the project funds were expended within the first two reporting periods, please verify if you anticipate expending the remaining funds on approved project activities and budgeted expenditures by the end date of the grant. Please also describe your plans to ensure that the funds are expended in a timely manner.
- The progress to date should coincide with the level of funds expended. If problems or delays have occurred, these should be described in the Problems and Delays section along with any corrective actions taken.
- In the event that a project generated income because of planned activities, report the amount of this additional funding and describe how it has been or will be reinvested into the project to solely enhance the competitiveness of specialty crops.

Additional Information

- Provide cash or in-kind matching donations utilized for your project to date. Describe the amounts, sources, and ways in which the donations were utilized.
- Provide additional information available (i.e. publications, websites, photographs) that is not applicable to any of the prior sections.

FINAL PERFORMANCE REPORT

Submit reports using the template provided by the Department in Microsoft Word, in size 12 "Times" font, with 1" margins via email. Project materials (e.g. videos, collateral, logos, etc.) must also be submitted in electronic format. Include the following sections:

Project Summary

- Briefly summarize the project and its accomplishments in 200 words or less. This should be a self-contained description of the project suitable for dissemination to the public.

Project Purpose

- Describe the objectives and purpose of the project, including the specific issue, problem, or need that was addressed by the project.
- Describe the importance and timeliness of the project.
- If the project built on a previously funded project with the SCBGP or SCBGP-FB, describe how this project complemented and enhanced previously completed work.

Project Activities

- Briefly describe the work accomplished during the grant period. What specific tasks from the Work Plan of the approved project proposal were accomplished throughout the project? Whenever possible, describe the work accomplished in both quantitative and qualitative terms, including any significant results, accomplishments, conclusions and recommendations resulting from the project. Be sure to include any favorable or unusual developments.
- If the overall scope of the project benefitted commodities other than specialty crops, indicate how project staff ensured that funds were used to solely enhance the competitiveness of specialty crops.

Goals and Outcomes Achieved

- Describe the achievement of the performance goals and measurable outcomes identified in the approved

project proposal and subsequent amendments and provide a comparison of actual accomplishments with the goals established for the project. This should include a comparison of baseline or benchmark data with quantifiable targets that was established prior to or in the initial phases of the project.

- Include any recommendations or conclusions that can be made based upon your data and project outcomes.
- If outcome measures are long-term, summarize the progress that has been made towards achievement and describe future activities that will be conducted after the project's completion to help lead to the fulfillment of the outcomes.

Beneficiaries

- Describe the specialty crop groups and other stakeholders that benefited from the completion of this project's accomplishments.
- How many benefited from the project?
- How did they benefit from the project?

Lessons Learned

- If goals or outcome measures were not achieved, identify and share the lessons learned to help others expedite problem-solving.
- Describe any lessons you learned in the administration of the project that might be helpful for others who would want to implement a similar project.
- Lessons learned should draw on positive experiences (i.e., good ideas that improve project efficiency or save money) and negative experiences (i.e., lessons learned about what did not go well and what needs to be changed).

Additional Information

- Provide the total level of cash or in-kind matching donations utilized for your project. Describe the amounts, sources, and ways in which the donations were utilized.
- Provide additional information available (i.e. publications, websites, photographs) that is not applicable to any of the prior sections.

EXHIBIT C – SIGNATURE PAGE

This Agreement is entered into between the State Agency and through the Grantee named below:

STATE AGENCY'S NAME OREGON DEPARTMENT OF AGRICULTURE

GRANTEE'S NAME Clackamas County

The term of this Agreement is: Date of execution through September 29, 2016
The maximum amount of this Agreement is: \$30,000.00

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the agreement:

- Grant Agreement
- Exhibit A – Federal Terms and Conditions
- Exhibit B – Reporting Requirements
- Exhibit C – Signature Page, Grantee and Project Information
- Exhibit D – FFATA Subaward Reporting
- Exhibit E – Project Plan

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GRANTEE

GRANTEE'S NAME Clackamas County	
BY <i>(Authorized Signature)</i>	DATE
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS 150 Beaver Creek Rd Ste. 419 Oregon City, OR 97045	FEDERAL TAX ID: 93-6002286

EXHIBIT C SIGNATURE PAGE (Cont.)

FISCAL AGENT (PAYEE FOR THE GRANTEE)

Signature only required where different than grantee

By signature assumes no responsibility for implementation of or execution of project responsibility relating to this agreement however, is agreeing to fiscal responsibility:

FISCAL AGENT (PAYEE FOR THE GRANTEE)	
BY (Authorized Signature)	DATE
PRINTED NAME AND TITLE OF PERSON SIGNING	
CONTACT INFORMATION:	FEDERAL TAX ID: 93-6002286

STATE AGENCY

Only one signature below by State Agency is required for execution of this agreement

AGENCY NAME OREGON DEPARTMENT OF AGRICULTURE	
BY (Authorized Signature & Date)	BY (Authorized Signature & Date)
PRINTED NAME AND TITLE OF PERSON AUTHORIZED FOR SIGNING Lauren Henderson, Assistant Director Gary Roth, Marketing Director	
ADDRESS 635 Capitol Street NE, Salem, Oregon 97301-2532 Phone: (503) 986-4588 Fax: (503) 986-4750	ADDRESS 1207 NW NAITO PARKWAY STE. 104; PORTLAND, OR 97209 PHONE: (503) 872-6600 FAX: (503) 872-6601

6. ODA hereby awards a grant to the Grantee for the project described herein:

Project Title: Clackamas FoodSystem ONeStop Virtual Partnership

The Grant Managers for this Agreement are:

FOR ODA:	FOR GRANTEE:
Name: Gary Roth, Marketing Director	Name: Laura Zentner, BCS Deputy Director
Address: 1207 NW Naito Parkway Ste. 104	Address: 150 Beaver Creek Rd Ste. 419
City/Zip: Portland, Oregon 97209	City/Zip: Oregon City, OR 97045
Phone: (503) 872-6600	Phone: 503-742-4351
Email: groth@oda.state.or.us	Email Address: lzentner@co.clackamas.or.us

3. The Grant Specialist/Daily Contacts for this Agreement are:

FOR ODA:	FOR GRANTEE:
Name: Shannon Brubaker, SCBGP Manager Address: 1207 NW Naito Parkway, Suite 104 City/Zip: Portland, OR 97209 Phone: 503-872-6617 Email: sbrubaker@oda.state.or.us	Name: Rick Gruen, Title: Manager Phone: 503-742-4345 Email Address: rgruen@co.clackamas.or.us

EXHIBIT D

Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting

This form is required by the Oregon Department of Agriculture (ODA) to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000. Your organization will enter into a contract or agreement with ODA where the funding source is a federal grant with a subrecipient relationship. The information below is required before the contract can be executed.

Legal entity name: _____

Data Universal Number System (DUNS) number: _____

Executive compensation information may also be required. To determine this, answer the following information questions:

11. Does your company (1) receive 80% or more of its annual gross revenue **and** (2) \$25,000,000 or more in federal procurement contracts (and subcontracts) and federal financial assistance awards subject to the Transparency Act?

Yes No

If "yes," proceed to b. If "no," you are not required to supply executive compensation information. Complete the business entity contact information and return form to DHS/OHA requestor.

12. Does the public have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No

If "yes," you are not required to supply executive compensation information. Complete the business entity contact information and return form to ODA requestor. If "no," provide the executive compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
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Return completed form to ODA requestor: Shannon Brubaker

Address: Oregon Department of Agriculture, Specialty Crop Grant Program; 1207 NW Naito Parkway, Ste 104
City, State, ZIP: Portland, OR 97209

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Prime contractors awarded a federal contract or order that is subject to Federal Acquisition Regulation clause 52.204-10 (Reporting Executive Compensation and First-Tier Subcontract Awards) are required to file a FFATA subaward report by the end of the month following the month in which the prime contractor awards any subcontract greater than \$25,000.

Definition of compensation

Unless the contractor is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in Federal 2 CFR Part 170, Section 170.330(b)(5)(vi).

If you have any questions, contact:

Kathryn Nelson, Fiscal Analyst
Oregon Department of Agriculture, Financial Management
Phone: 503-986-4615

**EXHIBIT E
PROJECT PLAN**

ODA PROJECT NUMBER: ODA S06

Clackamas FoodSystem ONEStop Virtual Partnership

TOTAL GRANT AWARD: \$30,000.00

GRANT PLAN:

As submitted to US Department of Agriculture under FY2014-Farm Bill Specialty Crop Block Grant Program by the Oregon Department of Agriculture –



**EXHIBIT E
PROJECT PLAN ATTACHED**
Clackamas FoodSystem ONEStop Virtual Partnership

ODA-S06 Clackamas Food System ONEStop Virtual Partnership

ABSTRACT:

Clackamas County is a major breadbasket providing food and other agricultural products for the greater Portland region and beyond. The agricultural “cluster” of diverse specialty crop farms and associated business in the county, is an economic engine for the region and a vital asset contributing to the county’s economic mix. The economic impact of agriculture in Clackamas County has both regional and statewide significance, having the most farms, most organically-certified farms, and consistently ranked among the state’s top 5 counties in specialty crop food and nursery farm sales.

Clackamas County’s 2012 Agricultural Investment Plan focuses on expanding countywide economic growth by fostering and capturing emergent markets and business opportunities for the county’s agricultural sector. The Clackamas County Foodshed Strategic Plan details the scope of the food system in the region, opportunities for specialty crop farmers, and specifies a series of action steps for small and medium sized specialty crop farms to participate more fully in the region’s \$4.8 billion foodshed market through import substitution target goals.

The Clackamas Food System ONEStop is conceived as a virtual public, private, non-profit and academic partnership to support the region’s foodshed vision and meet the identified needs of its specialty crop growers. SCBG funding will allow the ONEStop Partners to implement the Food System ONEStop model developed through the Governor’s Oregon Solutions process by building an online ONEStop portal as a virtual farmgate through which specialty crop growers can access the resources they need to be more successful.

ORGANIZATION:

Clackamas County

PROJECT PURPOSE:

In 2012, Clackamas County’s Agricultural Investment Plan (AIP) was adopted by the Board of Commissioners. The AIP focused on expanding countywide economic growth by fostering and capturing emergent markets and business opportunities in the county’s agricultural sector. As part of the AIP, the County solicited and received survey responses from 1,200 local food and specialty growers who identified the issues and barriers they face which included land use and zoning regulations, access to new markets, aging farmers, access to land and capital, availability of labor, beginning farmer training and mentoring and the need for a more coordinated system of accessing or learning about services available. In short, the AIP, in conjunction with other complimentary regional economic foodshed studies, identified major challenges and opportunities to enhance the competitiveness of the County’s specialty crop growers by recognizing:

- \$4.8 billion is spent annually in the region on the consumption of food and related inputs.

- 90-95 percent of our food is currently sourced from outside the region
- Each 1% increase in local food purchases result in \$40 million in regional economic benefit.
- Underutilized agricultural and nursery lands can be transitioned to provide increased
- Production and certainty to meet a large portion of the regional food system's demand for our specialty crop fruits, vegetables and tree nuts

The Clackamas County Foodshed Strategic Plan, an element of the AIP, details the scope of the food system in the region and opportunities for Clackamas County specialty crop farmers who rank among the top six in the state for the production of vegetables (#6), fruits, tree nuts and berries (#6) and nursery (#2). More specifically, the Foodshed Strategic Plan specifies a series of action steps necessary for small and midsize producers eager to serve the regional food market. These actions steps coalesced into the Clackamas Food System ONESStop, a virtual public, private, non-profit and academic partnership in support of the region's foodshed vision to advance economic development and job creation for local specialty crop producers in the emerging food system cluster while also fostering co-benefits such as public health, food equity and environmental stewardship.

The unique and innovate aspect of the Clackamas FoodSystem ONESStop Partnership is that the diverse expertise among the ONESStop partners can be collaboratively shared, co-marketed and implemented, to help specialty crop producers, processors and distributors participate more fully in the regional food economy and better navigate and connect to a set of linked services and resources including finance, legal, regulatory, food policy, certification, production, marketing, conservation and education.

In December 2102, Clackamas County submitted a request on behalf of the Board of County Commissioners to Oregon Solutions for designation of the Clackamas FoodSystem ONESStop as an Oregon Solutions project. In May, 2013, Governor Kitzhaber designated the ONESStop as an Oregon Solutions project. With assistance of the Oregon Solutions effort, this innovative ONESStop model has now moved from concept to reality, culminating with more than 20 local and regional service providers, non-profits, public agencies and 2 specialty crop growers as Project Advisors, coming together as ONESStop Partners to sign a Declaration of Cooperation (DOC) in April, 2014.

The initial work of the ONESStop Partners once the Oregon Solutions project was convened, was to assess the needs, issues and timeliness of the project. The Clackamas AIP Grower Survey and Clackamas Community College Agriculture Stakeholder meetings were used validate baseline needs and opportunities for developing the ONESStop Model Partnership. The Project Team field tested the emerging ONESStop portal recommendations with local specialty growers, using a beginning farmer, a traditional/established grower and a Coop farm to critique the ONESStop model. Their feedback was incorporated into the adopted ONESStop model as part of the Partners' Declaration of Cooperation.

The timing of this project is essential for the ONEStop Partners to build on the success achieved through the Governor's Oregon Solution project. SCBG funding will allow the ONEStop Partners to implement the ONEStop model developed through the Oregon Solutions process by building an online ONEStop portal as a virtual farmgate through which specialty crop growers can access the resources they identified to be more successful. This virtual ONEStop Farmgate will provide information, connections and services direct from the ONEStop Partners through the following portals:

- What to grow and how to grow it
- Marketing, Processing and Distribution
- Farm Management, Labor and Financing
- Farm Infrastructure, Land, Tools and Equipment
- Government Services and Regulations
- Resource Conservation and Certification
- Farm Support: Businesses', Vendors and Organizations

The ONEStop Partners have requested a proposal and scope of work from Ecotrust. Ecotrust, a ONEStop Partner itself, is uniquely positioned to respond to this request because of the platform it has already developed with a complementary objective of helping small and midsize producers connect directly to wholesale food buyers in their region through FoodHub. The Clackamas FoodSystem ONEStop will be built as a unique and dynamic subhub on the FoodHub platform.

The Scope of Work is the creation of a robust online portal to connect specialty crop producers to partners, and partners to each other. The objective of the platform is to make it "drop-dead" simple and efficient for specialty crop producers to find resources they need to answer their questions, whether in regard to regulation and licensing, labor and employment, production or conservation practices or incentives, sales and marketing, or any other facet of their operation.

Contractor tasks and deliverables will include:

1. Build platform framework
2. Review platform design and development progress with ONEStop partners
3. Test virtual platform
4. Provide train the trainer training
5. Participate in a public outreach meeting with local specialty crop growers to launch the Clackamas Food System ONEStop Virtual Partnership
6. Provide maintenance and monitoring of ONEStop portal
7. Prepare use and activity reports for OAT. The contractor will be expected to submit monthly activity reports to the project manager to ensure project work is on track to meet the scope of work and performance outcomes.

As such, the ONEStop will be a place for the specialty crop growers to get real help, available online 24/7, that is quick and easy to navigate and be able to make connections

with other growers, processors and distributors to help solve problems or find opportunities for their operation and be closely aligned with the Ecotrust Food Hub virtual marketplace for expanded marketing connections.

Lastly, SCBG funding will allow the ONESStop Partners to update the 2012 AIP/Foodshed Strategy economic data by investigating and preparing a trend analysis that would help determine the influence the ONESStop Partnership has on:

- Increasing Specialty Crop grower participation in the regional food system
- Contribution of specialty crop growers to meeting the 5% import substitution target.

This project has not been submitted to or funded by another Federal or State grant program.

PROJECT IMPACT:

The ONESStop leverages the capability of the FoodSystem ONESStop Partners to provide unique, specific or expanded levels of services, collaboratively supported, developed and delivered, to directly benefit many of the 1,200 Clackamas County specialty crop producers who participated in the AIP Survey. The potential impact to local specialty crop growers is a \$40 million gain for each 1% increase in local purchases through import substitution.

The ONESStop partners support the following overall goals for the ONESStop:

1. Support local specialty crop producers/processors/distributors in serving the Portland regional foodshed markets to maintain or improve statewide rankings.
2. Identify economic opportunities for specialty crop producers expanded to meet a growing, year round regional demand.
3. Improve market access connections for locally-produced caneberries, fruits, tree nuts, vegetables, berries and beverages including wine and ciders.
4. Expand connections among ONESStop partner organizations.
5. Share the success of the ONESStop model with communities across Oregon and beyond.

SUMMARY BENEFITS AND IMPACTS:

- The Clackamas Food System ONESStop meets a critical need identified by local specialty crop growers for access to technical assistance and services.
- The Clackamas Food System ONESStop is critical to maintaining and/or enhancing the agriculture based traded sector by closing supply and demand gaps.
- FoodSystem ONESStop Partners can more effectively and efficiently reach underserved specialty crop producers through collaborative cross marketing of programs, services and resources.
- The FoodSystem ONESStop connects the growing of local, healthy food with the eating of local, healthy food to meet food access challenges related to hunger and obesity.

MEASURABLE OUTCOMES:

GOAL 1: The Clackamas Food System ONEStop is a virtual farm gate or “go to” resource for specialty crop growers to access technical assistance, education, marketing and other services they need to be a more successful operation.

PERFORMANCE MEASURE: Increase the service delivery efficiency of ONEStop partners to specialty crop food growers participating in the regional food system

BENCHMARK: Existing number of ONEStop Partners – 20 founding partners in 2013

TARGET: Identify and recruit additional ONEStop Partners that can fill voids or enhance levels of services to meet specialty crop growers needs – 4 to 5 new partners a year over the next two years.

PERFORMANCE MONITORING PLAN:

- Project Task/Activity – Quarterly meetings of ONEStop Advisory team to monitor progress towards Goals.
- Output – Progress tracking matrix.
- Output Performance Measure – Partners to report: 1) #'s of hits/contacts received from Specialty Crop Growers, 2) services requested, 3) action step of partner taken and 4) other partners brought in for assistance
- Outcome – Specialty crop growers received the help needed; utilize the ONEStop as a resource.
- Outcome Performance Measure - ONEStop specialty crop grower participants respond to survey and provide evaluation of ONEStop effectiveness; # of new ONEStop Partners recruited.
- Impact – ONEStop is seen as a “place” to get help; open 24/7; ONEStop site is easy to navigate; a linked connection of services for producers, processors, distributors and consumers.
- Outreach – ONEStop progress report and press release will be distributed to partners for posting to their web site and/or communicating to their constituent specialty crop growers and other interested stakeholders.

GOAL 2: Growing the growers (expanding specialty crop grower capacity to serve the regional food system to increase sales for local specialty crop growers)

PERFORMANCE MEASURE: Increase in the number of specialty crop food growers utilizing the ONEStop services and participating in the regional food system

BENCHMARK: \$4.8 billion spent in the region on the consumption of food; 95% of all food sourced from outside the region; 1,200 AIP Survey participants

TARGET: 1% to 5% import substitution - increase purchases of local Clackamas

County specialty crops as part of the \$4.8 billion regional consumption of food.

PERFORMANCE MONITORING PLAN:

- Task/Activity – Clackamas Food System ONESStop Outreach
- Output – ONESStop Marketing Flyer and FAQ Fact Sheet
- Output Performance Measure – # of partners posting Flyer and FAQ Fact Sheet to their respective web sites; Information distributed to 1,200 survey participants.
- Outcome – Specialty crop grower increase awareness and familiarity of Clackamas Food System ONESStop and services available from the Partners.
- Outcome Performance Measure – # of specialty crop growers utilizing the ONESStop; % increase of regional food purchases sourced from local producers/processors.
- Impact – Each 1% increase in local food consumption results in \$40 million in regional economic benefit
- Outreach – ONESStop progress report and press release will be distributed to partners for posting to their web site and/or communicating to their constituent specialty crop growers and other interested stakeholders.

WORK PLAN: ONESSTOP Virtual Nov. 2014 through November 2016

<i>Project activity:</i>	<i>Who is responsible?</i>	<i>When:</i>
Refine ONESStop Virtual Portal Scope of Work/Secure contract with Vendor.	ONESStop Advisory Team (OAT)/Clackamas County; Contractor	Nov-Dec. 2014
Design/Build ONESStop Portal; Review project progress	Contractor; OAT	Jan. – May 2015
OAT Quarterly Progress Meeting	OAT; Clackamas County	March, 2015
ONESStop Virtual Portal Demonstration; Make revisions to ONESStop Portal as needed; Train the Trainer training to ONESStop Partners; OAT quarterly progress meeting.	Contractor; OAT; ONESStop Partners	June 2015
ONESStop Marketing and Outreach to select Specialty Crop Growers to demonstrate ONESStop virtual portal; Make final revisions to ONESStop Portal as needed; OAT quarterly progress meeting	Contractor, OAT, Clackamas County	July, 2015
ONESStop Media Press Release to announce official debut of ONESStop Portal; distribution through ONESStop Partner networks.	Clackamas County; ONESStop Partners and Contractor	July – Aug., 2015
OAT Quarterly Progress Meeting	OAT; Clackamas County	Sept. 2015

OAT Quarterly Progress Meeting	OAT; Clackamas County	Dec. 2015
6-month monitoring and performance evaluation to assess progress towards measureable outcomes. Tasks include: partner survey, track ONESStop contacts/hits; ONESStop Partners Meeting	OAT; ONESStop Partners	March, 2016
OAT quarterly progress meeting; Prepare SOW for project impact economic analysis; Award contract#2	OAT; Clackamas County; Contractor	June-July, 2016
1 yr. ONESStop monitoring and performance evaluation; survey distributed to ONESStop users	OAT; ONESStop Partners; Contractor	Aug – Sept., 2016
Final monitoring and performance reporting of project impact; release economic analysis information	OAT; Contractor; Clackamas County	Oct.-Nov., 2016

PROJECT COMMITMENT:

Clackamas County is a major breadbasket providing food and other agricultural products for the greater Portland region and beyond. The agricultural “cluster” of farms and associated business in the county is an economic engine for the region and a vital part of the county’s industrial mix. The economic impact of agriculture in the county has both regional and statewide significance with the county having the most farms, most organically-certified farms, and second ranked farm sales of any Oregon County.

Clackamas County’s Agricultural Investment Plan (AIP) , adopted by the Board of County Commisioners in 2012, focused on expanding countywide economic growth by fostering and capturing emergent markets and business opportunities in the county’s agricultural sector. The Clackamas County Foodshed Strategic Plan, as an element of the overall AIP, details the scope of the food system in the region and opportunities for farmers, and specifies a series of action steps necessary to achieve greater vitality especially for small and midsize farms eager to serve the domestic regional market. This effort was in direct response to the more than 1,100 local producers who submitted survey responses back to the AIP partners that identified the issues and barriers they face

In addition, support for the project comes from industry partners we are working with will share ideas for ONESStop content and fact checking for the virtual platform and promote its utilization among producers and processors of hazelnuts, raspberries, blackberries, strawberries, blue berries and potatoes. Other partners include those representing farmers of fresh produce such as leafy greens, summer squash, and melons, along with processed fruits and vegetables including broccoli, cauliflower and winter squash. Tree and stone fruit industry partners may include those that produce pears, peaches and cherries. Industry groups who will support the virtual ONESStop content and platform utilization include Wilco Coop, Oregon State University Extension, NW Food Processors, Food Services of America, Whole Foods Market, NORPAC Foods, and the

Oregon Women for Agriculture.

As a result, the Clackamas Food System ONESop Virtual Partnership is uniquely positioned to directly meet the needs expressed by the specialty crop growers through the survey. In addition, the Clackamas Food System ONESop virtual partnership will be built using Portland based Ecotrust’s Food Hub platform, further leveraging the expressed needs with a complementary objective of helping member small and midsize specialty crop producers connect directly to wholesale food buyers in the region.

BUDGET NARRATIVE:

<i>Budget Summary</i>	
Cost Category	Funds Requested
Personnel	0
Fringe Benefits	0
Travel	0
Equipment	0
Supplies	0
Contractual	\$30,000
Other	0
Total Budget	
	\$30,000

BUDGET DETAILS:

Contractual/Consultant:

The Clackamas County Procurement Process reflects applicable State and local laws and regulations, which also conform to the Federal laws, and standards identified in 7 CFR Part 3019.40 through 48. Clackamas County has identified Ecotrust and FCS Group as the preferred contractors for this project through the contracting policies of the County.

Contractual Budget Details:

Contractor #1 (Ecotrust):

The Project Team due to its familiarity with the project has identified Ecotrust as the preferred contractor and computer design expertise to build of a web based virtual platform. Ecotrust is uniquely positioned to respond to this request because of the platform it has already developed with a complementary objective of helping small and midsize specialty crop and other food producers connect directly to wholesale food buyers in their regions via its Food Hub. The Clackamas FoodSystem ONESop will be built as a unique and dynamic subhub on the FoodHub platform. The budgeted cost of this phase of the project is \$45,000 with Project Partners requesting \$22,500 from the Specialty Crop Block Grant and Clackamas County, as managing ONESop partner, providing \$22,500 as a cash match.

Scope of Work – Contractor to develop an online portal that connects the ONSEstop signatory partners of the Clackamas Food System-Oregon Solutions project with capability for additional partners to be added over time.

Proposed contractual activity budget:

<i>Item</i>	<i>Description</i>	<i>Cost</i>
<i>Personnel (.35 FTE) - Ecotrust</i>	<i>Project lead; design/build web virtual platform; communication with project manager/OAT; logistical support</i>	<i>\$13,022.50</i>
<i>Fringe (.30%)</i>	<i>Payroll taxes/benefits</i>	<i>\$3,907.50</i>
<i>Contractual</i>	<i>Technical development and modification/ISITE Design - server, hosting, maintenance</i>	<i>\$3,337.50</i>
Total Cost		\$22,500.00

Contractor #2 (FCS Group):

Contractor Scope of Work to update baseline import substitution economic data established in the 2012 Clackamas Ag Investment Plan following 1st year operation of the ONES^top. The performance measures are based on ONES^top goals established in the 2014 Declaration of Cooperation but cannot be attributed in total to the ONES^top as they are subject to forces in the economy. Instead, the performance measures and trends can help inform ONES^top Partners to track and revise organizational priorities for meeting ONES^top goals.

<i>Item</i>	<i>Description</i>	<i>Cost</i>
<i>Baseline data</i>	<i>Resurvey original producers who participated in Ag Investment Plan</i>	<i>\$2,500.00</i>
<i>Trend analysis</i>	<i>1. Number of specialty crop food producers serving the regional food economy. 2. Percentage of locally produced food in total regional food purchases. 3. Gain/loss of 10-20% import substitution goal identified in Ag Investment Plan and ONES^top</i>	<i>\$4,250.00</i>
<i>Project Team Meeting</i>	<i>Contractor to present results of economic analysis update to OAT</i>	<i>\$500.00</i>
<i>Outreach</i>	<i>Prepare status report and release to ONES^top Partners</i>	<i>\$250.00</i>
Total Cost		\$7,500.00

Contractor responsibilities will include:

1. Coordinate with the project manager during the data analysis phase
2. Meeting with OAT to present initial findings and results prior to preparing final report
3. Prepare final report for release to ONES^top Partners and Specialty Crop Growers.

#1 Contractual Subtotal	\$22,500
#2 Contractual Subtotal	\$7,500

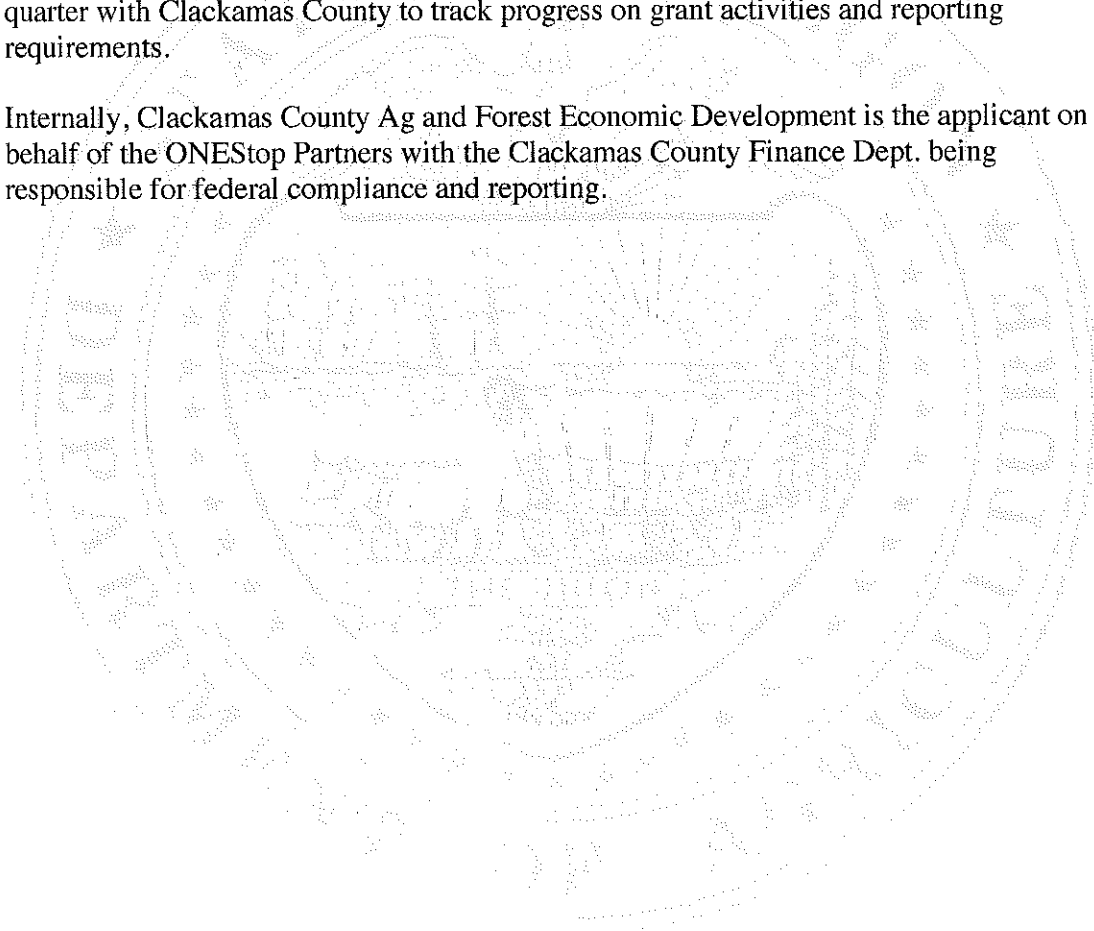
Program Income – there is no program income anticipated for this project

PROJECT OVERSIGHT:

ODA’s Agricultural Development and Marketing Director, Gary Roth, and the Director of Market Access and Certification Program Area, Lindsay Eng, will conduct oversight over all activities on a semi-annual basis. ODA’s Specialty Crop Block Grant Program Manager, Shannon Brubaker, will monitor progress on projects on a quarterly basis for expenditures and reimbursement requests and a biannual basis for project activities.

The Clackamas Food System ONESStop Partners have identified Clackamas County to be the managing partner of ONESStop projects and activities. The partners have also created the ONESStop Advisory Team (OAT) to assist Clackamas County to provide oversight to grants and contracts as well as support organizational capacity. OAT will meet once each quarter with Clackamas County to track progress on grant activities and reporting requirements.

Internally, Clackamas County Ag and Forest Economic Development is the applicant on behalf of the ONESStop Partners with the Clackamas County Finance Dept. being responsible for federal compliance and reporting.



MATCHING FUNDS NARRATIVE:

<i>Match summary</i>		
Expense Category	Cash Match	In-kind Match
Personnel		13,496
Fringe		1,176
Travel		
Equipment		
Supplies		2,000
Contractual	30,000	
Other		

Total Match	\$46,672
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Personnel –

Name/Title	Level of Effort (# of hours OR % FTE)	Funds Requested
ONESTop Partners - 15 partners	480 hrs @ \$19.95/hr – \$9,576	
Project Management	80 hrs @ \$49/hr – \$3,920	

Personnel Subtotal	\$13,496
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In-kind match is defined as: paid or given in goods, commodities, or services instead of money

- The Clackamas Food System ONESTop partners will provide in-kind services to time in support of tracking progress of the project, outreach with Specialty Crop growers, monitoring ONESTop usage and oversight of the project (ONESTop Advisory Team).
- 480 hours of volunteer time will be contributed at the current volunteer rate of \$19.95
- Clackamas County Ag and Forest Economic Development Program Manager will contribute 80 hours for project management and oversight using current hourly rate of \$49/hr.

Fringe Benefits –

Name/Title	Fringe Benefit Rate	Funds Requested
Project Manager	30%	

Fringe Subtotal	\$1,176
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Supplies –

Item Description	Justification for Supplies	Per-Unit Cost	Number of Units/Pieces Purchased	Funds Requested
Flyer/Fact Sheet	Outreach	1.00	2,000	

Supplies Subtotal	\$2,000
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Contractual/Consultant: Refer to specific instructions and sample given in the beginning of this application guidance document.

Contractual/consultant costs are the expenses associated with purchasing goods and/or procuring services performed by an individual or organization other than the applicant in the form of a procurement relationship. If there is more than one contractor or consultant, each must be described separately. (Repeat this section for each contract/consultant.)

#1 Contractual Subtotal	\$22,500
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#2 Contractual Subtotal	\$7,500
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Cash match is defined as: real cash contributed to project

- Clackamas County Ag and Forest Economic Development will contribute \$22,500 cash match (50%) from it allocated 2014-15 budget to contracted services with Ecotrust for the development and design of the Food System ONESStop Virtual Partnership.
- Clackamas County Ag and Forest Economic Development will contribute \$7,500 cash match (50%) from it allocated 2015-16 budget to contracted services to update the 2012 Ag Investment Plan economic analysis.

In-kind match is defined as: paid or given in goods, commodities, or services instead of money

- The Clackamas Food System ONESStop partners will provide in-kind services to time in support of tracking progress of the project, outreach with Specialty Crop growers, monitoring ONESStop usage and oversight of the project (ONESStop Advisory Team).
- The Clackamas Food System ONESStop partners will provide in-kind supplies/materials to produce and distribute ONESStop Outreach Flyers and FAQ Fact Sheets.



Laura Zentner, CPA
Deputy Director

BUSINESS AND COMMUNITY SERVICES

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

December 4, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of First Amendment to Intergovernmental Agreement #932536 Between Clackamas County and Metro
Authorizing Access to Metro's River Island Natural Area through Barton Park

Purpose/Outcomes	This IGA Amendment will replace Section 3 of the IGA and allow for restoration and vegetation management activities within Barton Park, allow Metro to oversee and manage reconstruction of Goose Creek on the easterly portion of County Park property, provide construction access to project sites for Metro contractors and extend the IGA from 2 years to 5 years.
Dollar Amount and Fiscal Impact	This IGA Amendment has no financial impact to the County Parks budget. Costs associated with the projects are provided from Metro bond measure funding.
Funding Source	Metro
Safety Impact	This project will improve natural resource conditions in portions of Barton Park. All work will meet safety requirements detailed in project plans.
Duration	This IGA Amendment will run for 5 years from date of signing.
Previous Board Action	Approval of IGA #932536 on March 20, 2014.
Contact Person	Rick Gruen, County Parks & Forest Manager 503-742-4345
Contract No.	IGA #932536

BACKGROUND:

Metro owns property adjacent to Barton Park known as River Island Natural Area. River Island is located in the Clackamas River Greenway and has been identified in the Metro Open Spaces Bond Measure as regionally significant due to its habitat values and contribution to water quality. The current IGA has allowed Metro to develop preliminary plans for its River Island Natural Area restoration project and the project area has been expanded to include restoration and construction projects benefiting Clackamas County Parks. This First Amendment to IGA #932536 will modify Section 3 of the original IGA to specify work on County Park lands to include Goose Creek reconstruction and vegetation management activities.

RECOMMENDATION:

Staff recommends Board approval of this First Amendment to IGA #932536 between Clackamas County and Metro.

Respectfully submitted,

Laura Zentner
Deputy Director
Business and Community Services

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
(River Island Restoration)**

This First Amendment to Intergovernmental Agreement ("Amendment") is entered into this _____ day of _____, 2014 (the "Effective Date"), by and between Clackamas County (the "County"), and Metro, a municipal corporation ("Metro").

RECITALS

A. The County and Metro are parties to that certain Intergovernmental Agreement dated March 20, 2014, and further identified as Metro Contract No. 932536 (the "IGA").

B. Metro has developed preliminary plans for its River Island Natural Area restoration project (the "Project") that could include the restoration and reconstruction of Goose Creek on a portion of the Clackamas County Properties, and has requested access from the County for the Project.

C. The County desires to permit Metro to enter upon the Clackamas County Properties to restore Goose Creek and to allow construction access for the Project across the Clackamas County Properties, on the terms and conditions set forth in this Amendment.

D. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the IGA.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties set forth in this Amendment, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Restoration Projects. Section 3 of the IGA is deleted in its entirety and replaced with the following:

Metro may have funds available for vegetation management or restoration projects on the Clackamas County Properties. If Metro determines, in its sole discretion, that funds are available for any large scale restoration and/or vegetation management projects on the Clackamas County Properties, e.g., restoration of Goose Creek or removing invasive species and planting native species, Metro shall work with the County to develop a restoration plan (the "Restoration Plan") and submit the Restoration Plan to the County for the County's review and approval. If Metro submits a Restoration Plan to the County, the County shall respond within sixty (60) days or the Restoration Plan shall be deemed approved. Once the Restoration Plan is approved or deemed approved, Metro may, in accordance with the approved plan, undertake such restoration activities on the Clackamas County Properties, in Metro's sole discretion.

2. Construction Access. In connection with the Project, Metro may wish to design and construct an access road from the Clackamas County Properties to the River Island Natural Area (the "Access Road") for use by Metro employees, agents and contractors to transport vehicles, construction equipment and materials necessary for the Project. Metro shall describe the Access Road, its design, and anticipated use in the Restoration Plan for the Project. Metro shall work with the County to develop the least impactful route and to include any use, maintenance, or restoration requirements for the Access Road in the Restoration Plan. Upon County approval of the Restoration Plan, Metro shall have the right to enter upon the Clackamas County Properties to construct, use and maintain the Access Road in accordance with the approved Restoration Plan. The Restoration Plan shall state whether the requirements in Sections 1(a) and (b) will apply to use of the Access Road.

3. Extended Term. Unless modified or terminated as provided in the IGA, this the IGA, as amended by this Amendment, shall expire after a period of five (5) years from the Effective Date of this Amendment.

4. Miscellaneous. This Amendment may be executed in counterparts and delivery by facsimile or e-mail shall be sufficient to form a binding agreement. The IGA is only modified in the specific respects set forth in this Amendment. Except as expressly modified herein, the IGA remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

CLACKAMAS COUNTY

METRO

John Ludlow
Chair, Board of County Commissioners



Martha Bennett
Chief Operating Officer

Date: _____

Date: 11/13/14



GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

March 20, 2014

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County
and Metro Authorizing Access to Metro's River Island Natural Area through Barton Park

Purpose/Outcomes	The IGA establishes the process for Metro contractors to use Barton Park as the primary means to access River Island Natural Area and further delineates the Study Area and Scope of Work of Metro's restoration effort which will also include and benefit eastern portions of Barton Park along the Clackamas River.
Dollar Amount and Fiscal Impact	This IGA has no financial impact to the County Parks budgets.
Funding Source	Metro
Safety Impact	N/A
Duration	This IGA will run for 2 years from the date of signing on March 20, 2014.
Previous Board Action	None
Contact Person	Rick Gruen, County Parks & Forest Manager 503-742-4345
Contract No.	Metro Contract No. 932536

BACKGROUND:

Metro owns property known as River Island Natural Area located in the Clackamas River Greenway Target Area, an area specifically identified in the Metro Open Spaces Bond Measure as regionally significant due to its wildlife habitat values and contribution to water quality, and is also identified as a regionally significant open space and natural area in the Metro Greenspaces Master Plan. This property is adjacent to the County's Barton Park. Metro wishes to access the River Island Natural Area through Barton Park, using the County's parking facilities and trails for vehicular, pedestrian and small equipment access for the purposes of engaging in a two year restoration and monitoring project to enhance riparian and wildlife habitat. Additionally, Metro staff will voluntarily remove invasive species and replant areas of land along the eastern boarder of Barton Park, and perform wildlife monitoring.

RECOMMENDATION:

Staff recommends Board approval of this IGA between Metro and Clackamas County.

Respectfully submitted,

Gary Barth, Director of Business and Community Services

INTERGOVERNMENTAL AGREEMENT

(River Island Restoration Project Access and Interim Maintenance and Monitoring)

This Intergovernmental Agreement ("Agreement") is entered into this 20 day of March, 2014 (the "Effective Date"), by and between Clackamas County (the "County"), and Metro, a municipal corporation ("Metro"), hereinafter individually referred to as a "party" and collectively referred to as the "parties."

RECITALS

A. On May 16, 1995, voters approved Ballot Measure 26-26, Open Spaces, Parks and Streams, authorizing Metro to issue up to \$135.6 million in general obligation bonds for the protection of open spaces, parks and streams ("Open Spaces Bond Measure").

B. Pursuant to the Open Space Bond Measure, Metro purchased and owns approximately 200 acres of real property located in the County of Clackamas, State of Oregon, and depicted on the attached Exhibit A (the "River Island Natural Area").

C. The County owns real property located in the County of Clackamas, State of Oregon, adjacent to River Island Natural Area, and also depicted on the attached Exhibit A ("Clackamas County Properties").

D. Both the Clackamas County Properties and River Island Natural Area (together, the "Properties") are located within the Clackamas River Greenway Target Area, an area specifically identified in the Metro Open Spaces Bond Measure as regionally significant due to its wildlife habitat values and contribution to water quality, and is also identified as a regionally significant open space and natural area in the Metro Greenspaces Master Plan.

E. In May 2013, voters approved a five-year Local Option Levy ("Natural Areas Levy") for the purpose of preserving water quality, fish and wildlife habitat and maintaining Metro's parks and natural areas for the public.

F. Pursuant to the terms of the Natural Areas Levy, River Island Natural Area is identified as a restoration project to benefit native fish and other species like migratory birds and native turtles, with planning starting in 2013 and construction planned for 2015.

G. Metro wishes to access the River Island Natural Area through the Clackamas County Properties, using the County's parking facilities and trails, for vehicular, pedestrian, and small equipment access, and the County desires to allow Metro to use the Clackamas County Properties to access the River Island Natural Area property, on the terms and conditions of this Agreement.

H. Metro may also wish to take some voluntary actions to remove invasive species and re-vegetate areas of the Clackamas County Properties, and perform wildlife monitoring, and in general the County is amenable to these actions, subject to the terms set forth below.

I. Metro and the County desire to enter into this Agreement to set forth the conditions and structure for Metro to use the facilities, manage vegetation, and conduct wildlife monitoring activities at the Clackamas County Properties.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **Right of Entry.** The County grants to Metro, and to Metro's employees, agents and contractors, the right to enter the Clackamas County Properties for the purposes of (i) use of its roads, parking facilities and trails for vehicular, pedestrian, and small equipment ingress and egress to the River Island Natural Area, (ii) parking and staging, and (iii) performing all activities reasonably necessary for the exercise of Metro's rights under this Agreement and the fulfillment of Metro's duties and responsibilities under this Agreement. Pedestrian and equipment access to River Island Natural Area shall be on or near the path designated on Exhibit A.

- a. Metro shall prepare access tags (each, an "ID"), submit them to the County for the County's signature, and provide signed tags to all employees and contractors to identify them as Metro employees or contractors. The County shall sign the IDs promptly when presented by Metro. The County shall allow vehicles with this ID to access the Clackamas County Properties and park at the Clackamas County Properties without any fee. This ID shall clearly state Metro's name, a contact person's name and phone number, and dates in which the ID is valid. A sample ID tag is attached as Exhibit B.
- b. Metro shall notify the County by e-mail or phone message at least 48 hours in advance of any access by Metro.
- c. Metro shall park only in designated parking areas.
- d. Metro shall leave the pedestrian access points in the same or better condition as when accessed initially; provided that Metro shall not be required to repair any damage to such pedestrian access points not caused by Metro, its agents, employees or contractors.

2. **Wildlife Monitoring.** Metro may have funds available for wildlife monitoring at the Clackamas County Properties. If Metro determines, in its sole discretion, that funds are available for certain wildlife monitoring projects, e.g., turtle, bird and wildlife migration studies, Metro shall submit a monitoring plan (the "Monitoring Plan") to the County for the County's review and approval. If Metro submits a Monitoring Plan to the County, the County shall respond within sixty (60) days or the Monitoring Plan shall be deemed approved. Once the Monitoring Plan is approved or deemed approved, Metro may, in accordance with the approved plan, undertake such wildlife monitoring, in Metro's sole discretion.

3. Restoration Projects. Metro may have funds available for vegetation management projects at the Clackamas County Properties. If Metro determines, in its sole discretion, that funds are available for certain vegetation management projects, e.g., removing invasive species and planting native species, Metro shall submit a restoration plan (the "Restoration Plan") to the County for the County's review and approval. If Metro submits a Restoration Plan to the County, the County shall respond within sixty (60) days or the Restoration Plan shall be deemed approved. Once the Restoration Plan is approved or deemed approved, Metro may, in accordance with the approved plan, undertake such restoration activities, in Metro's sole discretion.

4. Term. Unless modified or terminated as provided herein, this Agreement shall expire after a period of two (2) years from the Effective Date. The parties may, by written agreement signed by each party, terminate all or a part of this Agreement based upon a determination that such action is in the public interest. Termination under this section shall be effective as provided in such termination agreement.

5. Intend to Amend and/or Modify. Both parties acknowledge this Agreement is intended to provide preliminary access for Metro to determine what course of action to take to advance the River Island Natural Area restoration project. The parties agree that once Metro determines a course of action, the parties shall negotiate in good faith a new intergovernmental agreement or an amendment to this Agreement to reflect new circumstances and needs of both parties.

6. Termination for Cause. Any party may terminate this Agreement in full, or in part, at any time if that party (the "terminating party") has determined, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default (the "defaulting party"). The terminating party shall promptly notify the defaulting party in writing of that determination and document such default as outlined herein. The defaulting party shall have thirty (30) days to cure the default described by the terminating party. If the defaulting party fails to cure the default to the satisfaction of the terminating party within such thirty (30) day period, then this Agreement shall terminate ten (10) days following the expiration of such thirty (30) day period.

7. Indemnification. County, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act and the Oregon Constitution, agrees to indemnify, defend and hold harmless Metro and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of COUNTY, and COUNTY'S officers, agents and employees, in performance of this Agreement.

Metro, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act and the Oregon Constitution, agrees to indemnify, defend and hold harmless County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims, or demands attributable solely and exclusively to acts or omissions of Metro and Metro's officers, agents and employees, in performance of this Agreement.

8. **Insurance.** Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

9. **Laws of Oregon; Public Contracts.** The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All applicable provisions of ORS chapters 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated by this reference as if such provisions were a part of this Agreement.

10. **Assignment.** No party may assign any of its rights or responsibilities under this Agreement without prior written consent from the other party, except by operation of law or that a party may delegate or subcontract for performance of any of its responsibilities under this Agreement.

11. **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by both (1) electronic mail or fax, and (2) regular mail. Notices shall be deemed delivered on the date personally delivered or the date of such electronic or fax correspondence, unless such delivery is on a weekend day, on a holiday, or after 5:00 p.m. on a Friday, in which case such notice shall be deemed delivered on the next following weekday that is not a holiday.

To Metro: Land Manager, Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736
Fax: (503) 797-1849

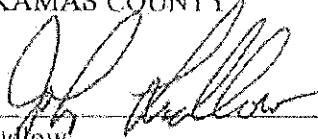
To County: Parks Manager
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97045
Fax:

12. **Severability.** If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

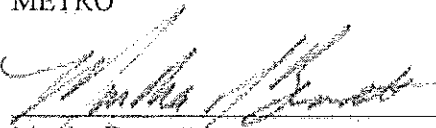
13. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to the Property. No waiver, consent, modification, amendment, or other change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

14. Counterparts; Facsimile Execution. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals. Facsimile or e-mail signatures shall operate as original signatures with respect to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

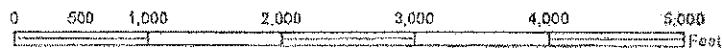
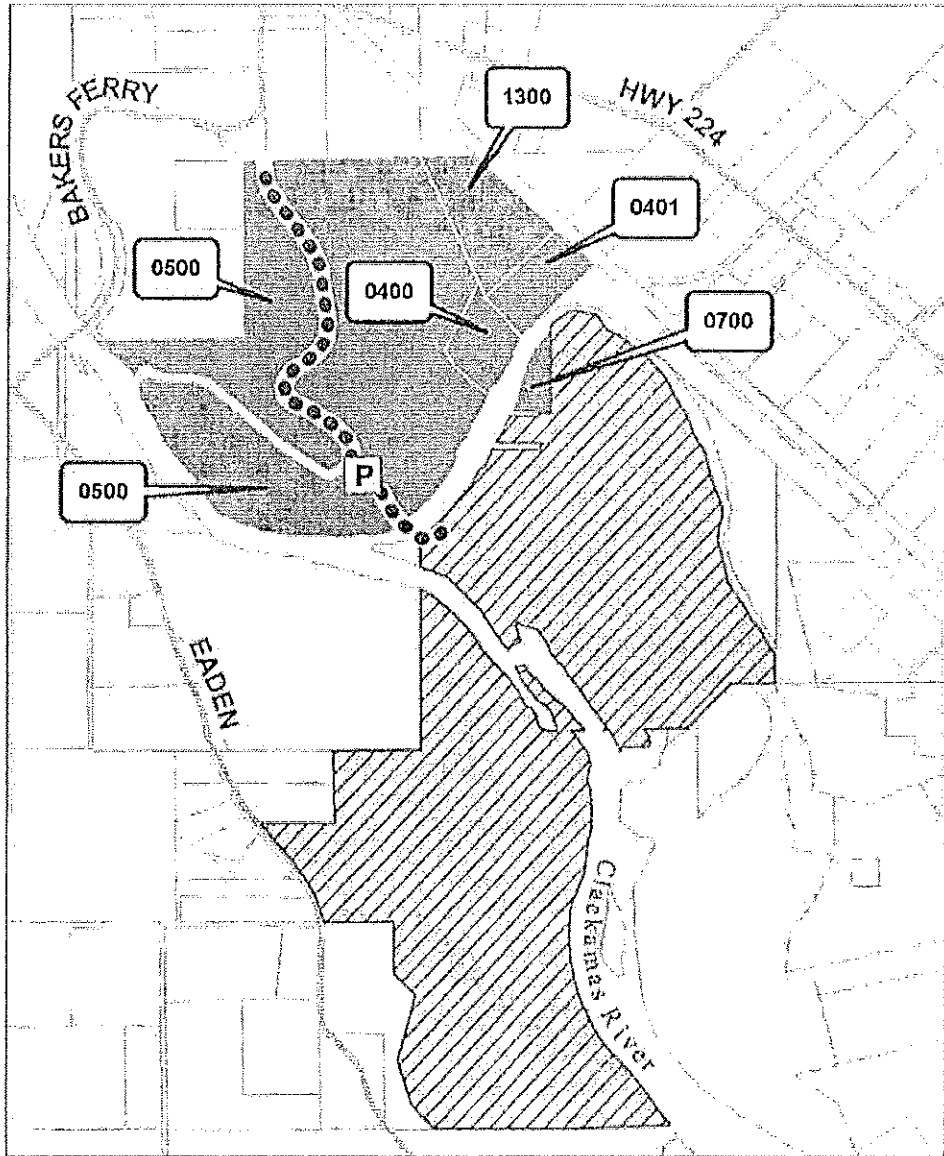
CLACKAMAS COUNTY


John Ludlow
Chair, Board of County Commissioners
Date: 3-20-14 D.I.

METRO


Martha Bennett
Chief Operating Officer
Date: 2/28/14

Exhibit A
Property Depiction



- Access Path (approximate)
- River Island Natural Area (Metro)
- Clackamas County properties
- Existing Taxlots

Exhibit B

2013 - 2014 PARKING PASS

Barton Park and River Island Natural Area

METRO CONTRACTOR PARKING

(Approved)

Brian Vaughn (Metro) - 503-797-1919
 503-830-8719 (cell)

Barton Park Rangers - 503-637-3015
 503-799-7297 (cell)



Metro | *Making a great place*



CLACKAMAS
COUNTY




DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

December 4, 2014

Development Agency Board
Clackamas County

Members of the Board:

APPROVAL OF A FIFTH AMENDMENT TO THE AGREEMENT FOR THE REDEVELOPMENT OF LAND IN THE CLACKAMAS TOWN CENTER AREA BETWEEN THE CLACKAMAS COUNTY DEVELOPMENT AGENCY AND MD PARTNERS, LLC

Purpose/Outcome	Amendment to a redevelopment agreement.
Dollar Amount and Fiscal Impact	Amendment has no dollar amount or fiscal impact associated.
Funding Source	N/A
Safety Impact	N/A
Duration	Up to 20 years
Previous Board Action/Review	November 14, 2006 – Agreement approval and subsequent modifications.
Contact Person	Dan Johnson, Development Agency Manager, 503 742-4325

BACKGROUND:

On November 14, 2006, the Development Agency entered into an agreement with MD Partners, LLC for the sale and redevelopment of property located at 9300 SE 91st Avenue. Pursuant to this agreement, MD Partners committed to a phased development of the site. Phase 1 consisting of a four story office building totaling approximately 52,820 square feet in size and aspirations of a Phase 2 consisting of a five-story, 53 unit, multifamily residential building of approximately 67,958 square feet in size. The agreement further memorialized a commitment to advance Phase 1 upon conveyance and established conditions precedent to advancing Phase 2. While the office building contemplated in Phase 1 has been constructed and in operation for a number of years, the conditions precedent to advancing Phase 2 have not been viable and are not expected to be by the December 2015 deadline outlined in the fourth amendment to the agreement.

As with all projects facilitated under an agreement with the Development Agency, the financial success of any project is paramount. Since beginning operations in 2008, the medical office facility has experienced slower than expected growth resulting from the economic downturn beginning in 2008 which in turn has created occupancy/leasing issues and jeopardized the financial viability under its current ownership structure. To ensure the continued viability of the project, MD Partners has marketed the site and has interest from a prospective purchaser.

Of particular concern to the purchaser are the commitments for Phase 2 currently outlined in the redevelopment agreement. As previously discussed, Phase 2 objectives were based on conditions precedent, the majority of which were dependant on viable market conditions, and expire in December of 2015 subject to little or no penalty under the current terms of the agreement. In the interest of ensuring the continued financial health of the existing medical office facility, amendments to the redevelopment agreement have been proposed to remove conditions related to development of Phase 2 to effectuate the pending sale.

Removal of the Phase 2 elements of the agreement does not limit the ability to construct these facilities in the future when market conditions are supportive.

The remaining elements of the agreement will be retained, including but not limited to the necessity to maintain the facility in a legal, safe, and clean condition and a duty to cooperate on future improvements to 91st Avenue.

The Agreement has been reviewed and approved by County Counsel as to form and content.

RECOMMENDATION:

Staff respectfully recommends the Development Agency Board:

- Approve the Fifth Amendment to the Agreement for the Redevelopment of Land in the Clackamas Town Center Area between the Clackamas County Development Agency and MD Partners, LLC.
- Delegate authority to the Board Chair to execute the Agreement on behalf of Clackamas County, and
- Direct staff to record the Joint Property Investment Agreement in the Deed Records of Clackamas County at no cost to the Development Agency.

Respectfully submitted,


Dan Johnson,
Development Agency Manager

FIFTH AMENDMENT
TO THE AGREEMENT FOR THE REDEVELOPMENT
OF LAND IN THE CLACKAMAS TOWN CENTER AREA
BETWEEN THE
CLACKAMAS COUNTY DEVELOPMENT AGENCY
AND
MD PARTNERS, LLC
Signed December __, 2014
DISPOSITION AND DEVELOPMENT
AGREEMENT
THIS FIFTHAMENDMENT WAS EXECUTED
December __, 2014.

Address for Tax Statements: No change.

After Recording, Return to:

Lori Phillips
Clackamas County Development Agency
Development Services Building
150 Beaver creek Rd.
Oregon City, OR 97045

FIFTH AMENDMENT

TO THE AGREEMENT FOR THE REDEVELOPMENT OF LAND IN THE CLACKAMAS TOWN CENTER AREA DISPOSITION AND DEVELOPMENT AGREEMENT

On November 14, 2006, the CLACKAMAS COUNTY DEVELOPMENT AGENCY as the duly designated urban renewal agency of Clackamas County, a corporate body politic (the "Agency") and MD PARTNERS, LLC (the "Developer") entered into a DISPOSITION AND DEVELOPMENT AGREEMENT (the "Original Agreement") for the redevelopment of land in the Clackamas Town Center area, (the "Property").

The Agreement was amended November 8, 2007 (the "First Amendment").

The Agreement was next amended by the Second Amendment January 17, 2008 (the "Second Amendment").

The Agreement was next amended by the Third Amendment May 14, 2008 (the "Third Amendment").

The Agreement was next amended by the Fourth Amendment January 5, 2011 (the "Fourth Amendment").

The Agreement is now amended by the Fifth Amendment this ____ day of December, 2014 (the "Fifth Amendment" and together with the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, the "Agreement").

RECITALS:

A. Under the terms of this Agreement, the Agency and Developer have obligations respective to each other and the redevelopment of the Property legally described on Exhibit A attached hereto.

B. The Agreement, at Section 10.13, permits amendments.

C. The Agency and Developer have chosen to amend the Agreement.

1. On October 20, 2014, Dan Johnson, Development Agency Manager issued a Certificate of Completion as to the Phase I Developer Improvements on the Property.

2. On January 5, 2011, the Fourth Amendment extended Developer's obligation to build Phase II and substantially complete the Remaining Improvement, to December 31, 2015, based

on a finding that Phase II and the Remaining Improvements are neither financially advisable nor economically feasible.

3. The Developer requests that the Agency eliminate the requirement to complete Phase II and the Remaining Improvements along with all related requirements in the Agreement.

4. The Agency accepts that the requirement to complete Phase II and the Remaining Improvements, along with all other related requirements in the Agreement, is no longer in the public interest.

5. The Developer has executed and recorded a Waiver of Remonstrance, binding themselves and their successors in interest, agreeing that the Property shall be counted in favor of any street and utility improvements planned by Clackamas County and designed to benefit the Property. The Agency has identified the potential future need for an extension to SE 91st Avenue, in the immediate vicinity of the Property, to connect to SE 92nd Avenue.

6. The Agency and Developer now agree that prudent business decisions require the Agency to modify the Agreement to eliminate the requirement to complete Phase II and the Remaining Improvements, along with all other requirements in the Agreement, provided however, that the following obligations remain:

a. Maintenance and Use. Developer and its successors and assigns shall devote the property to uses consistent with the county's zoning ordinances, and shall maintain any and all improvements, including the buildings parking areas and landscapes in a safe, clean and attractive condition (such condition to be in compliance with applicable codes and to be consistent with how similar facilities in the Portland metropolitan area are maintained) for a period of twenty (20) years commencing from the date the Fifth Amendment is adopted by the Agency.

b. Non Discrimination. Developer covenants for itself and its successors and assigns that it will not discriminate against any person or any group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry or disability, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property. The foregoing covenant shall run with the land.

c. Duty to Cooperate. Developer and its successors and assigns shall cooperate with the Agency and Clackamas County, in any and all efforts to construct street and utility improvements planned by Clackamas County and designed to benefit the Property.

NOW, THEREFORE, in consideration of the premises and promises contained in this Fifth Amendment, and for good and valuable consideration, the receipt of which is acknowledged, the parties assent to amend their Agreement as follows:

1. The Agency ratifies and agrees that the Agency has issued a Certificate of Completion as to the Phase I Developer Improvements and all Developer Improvements on the Property, effective on October 20, 2014.

2. The Agency agrees that all remaining obligations under the Agreement including but not limited to those related to Phase II and the Remaining Improvements are hereby eliminated and of no further force or effect, provided however that the following obligations shall remain:

a. Maintenance and Use. Developer and its successors and assigns shall devote the property to uses consistent with the county's zoning ordinances, and shall maintain any and all improvements, including the buildings parking areas and landscapes in a safe, clean and attractive condition (such condition to be in compliance with applicable codes and to be consistent with how similar facilities in the Portland metropolitan area are maintained) for a period of twenty (20) years commencing from the date the Fifth Amendment is adopted by the Agency.

b. Non Discrimination. Developer covenants for itself and its successors and assigns that it will not discriminate against any person or any group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry or disability, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property. The foregoing covenant shall run with the land.

c. Duty to Cooperate. Developer and its successors and assigns shall cooperate with the Agency and Clackamas County, in any and all efforts to construct street and utility improvements planned by Clackamas County and designed to benefit the Property.

3. Severability: If any clause, sentence or any other portion of the terms and conditions of this Fifth Amendment shall become illegal, null or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portion will remain in full force and effect.

4. Entire agreement, waivers: This Fifth Amendment integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter of the Fifth Amendment. The Fifth Amendment supersedes and replaces the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment except for

the specific terms set forth above. Any capitalized terms used herein but not defined shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment as of the date first written above. Each party, by its signature below, represents and warrants that the individual signing has the capacity to bind the party to the terms and conditions set out above.

The balance of this page has been intentionally left blank. The signature page immediately follows.

“AGENCY”

Board of County Commissioners Acting
As the Governing Body of the Clackamas
County Development Agency

By: _____
John Ludlow, Chair

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 2014, by John Ludlow as the Chair of the Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County.

NOTARY PUBLIC FOR OREGON

“DEVELOPER”

MD Partners, LLC,
An Oregon Limited Liability Company
Mt. Scott Professional Center II, LLC
An Oregon Limited Liability Company

Marc S. Jenquin
MD Partners, LLC,
An Oregon Limited Liability Company
Mt. Scott Professional Center II, LLC
An Oregon Limited Liability Company

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 2014, by Marc S. Jenquin on behalf of MD Partners, LLC, and Mt. Scott Professional Center II, LLC.

NOTARY PUBLIC FOR OREGON

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 2014, by David G. Welsh on behalf of MD Partners, LLC, and Mt. Scott Professional Center II, LLC.

NOTARY PUBLIC FOR OREGON



**WATER
ENVIRONMENT
SERVICES**

Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

J. Michael Read
Interim Director

December 4, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Professional Services Agreement between Clackamas County Service District No. 1 and
CH2M HILL Engineers, Inc. for the
Hoodland Master Plan for Wastewater Services Project

Purpose/Outcomes	Assist Clackamas County Service District No. 1 with developing a comprehensive Master Plan for Wastewater Services in the Hoodland Service Area. The District's goal is to evaluate the service area's wastewater system and develop sustainable, system-wide service alternatives that will continue to protect water quality and public health, while meeting the service needs of the District's customers. The master plan will become the foundation for the District's implementation of wastewater system improvements in the area.
Dollar Amount and Fiscal Impact	The agreement is for an amount not to exceed \$537,601.00. Funds for this effort are budgeted in the FY 2014-15 Budget. FY 2015-16 Budget pending Board approval.
Funding Source	Clackamas County Service District No. 1 FY 2014-15 Annual Budget
Safety Impact	None
Duration	December 8, 2014 to June 30, 2016
Previous Board Action	None
Contact Person	Gregory L. Geist, Interim Director - Water Environment Services 503-557-2802
Contract No.	To be established

BACKGROUND:

Clackamas County's Service District No. 1 (the "District") faces well-documented infrastructure challenges in the vicinity of the Sandy River. In response, the District is developing a Hoodland Master Plan for Wastewater Services. This planning effort will identify a set of proposed solutions to address a broad range of issues including:

- A deteriorating infrastructure;
- An aging treatment plant;
- Flooding that has repeatedly destroyed the treatment plant outfall and exposed a pressure sewer pipe crossing beneath the river; and
- Continued erosion and flooding threats to two pump stations that are located next to the Sandy River.

The project will explore a wide range of options and make recommendations to reduce risk while incorporating sensitivity to ratepayers. It will include an extensive public engagement effort to solicit input, share ideas and build support with the Hoodland Service Area and the broader District customer base.

The District recently presented a project update to Hoodland area stakeholders at the 2014 Flood of Information event, and to the RiverHealth Advisory Board at an October meeting.

During September 2014, the District with support from the Clackamas County Purchasing Manager, publicly advertised a request-for-qualifications (RFQ) for qualified firms to assist the District with a comprehensive master planning effort for the Hoodland Service Area. The selection committee reviewed the two submitted proposals and determined that CH2M HILL Engineers, Inc. was the most advantageous and responsive qualified firm to complete the work. District staff then confirmed that CH2M HILL Engineers, Inc. was eligible to receive public works contracts in the State of Oregon.

District staff has since negotiated the project scope and level of effort to complete the work with CH2M HILL Engineers, Inc. for an amount not to exceed \$537,601.00. The final agreement with exhibits is attached.

The agreement with CH2M HILL Engineers, Inc to furnish professional services has been reviewed and approved by County Counsel.

RECOMMENDATION:

For these reasons, staff recommends:

- 1) The Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 1 (the "District"), approve the agreement between the District and CH2M HILL Engineers, Inc. for an amount not to exceed \$537,601.00; and
- 2) Authorize the Interim Director of Water Environment Services to execute the agreement between CH2M HILL Engineers, Inc. and the District without further Board action.

Respectfully submitted,



Gregory L. Geist
Interim Director

**AGREEMENT TO FURNISH PROFESSIONAL SERVICES
TO
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
FOR THE
HOODLAND MASTER PLAN FOR WASTEWATER SERVICES**

THIS AGREEMENT to furnish Professional Services (this "Agreement"), made and entered into on this ____ day of _____ in the year 2014 by and between CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, a county service district formed under ORS 451 (the "District") and CH2M HILL Engineers, Inc., a Delaware Corporation (the "Consultant")

WITNESSETH: That whereas the District intends to engage the Consultant to perform the professional services described in the Request for Proposals, the Proposal Response and Exhibit A ("Services"), on the schedule set forth on Exhibit B ("Schedule"), each as attached hereto and incorporated by reference, hereinafter called the "Project."

RECITALS

The District faces well-documented infrastructure challenges in the Hoodland Service Area. This planning effort will identify a set of proposed solutions to address a broad range of issues including:

- A deteriorating infrastructure
- An aging treatment plant
- Sandy River flooding and channel erosion that has repeatedly destroyed the treatment plant outfall and exposed a pressure sewer pipe crossing beneath the river
- Continued erosion and flooding threats to two pump stations that are located next to the Sandy River

Based on these issues, the District has identified the need for engineering and professional consulting services to assist the District with a comprehensive Master Plan for Wastewater Services in the Hoodland Service Area.

The master plan will specifically address the following items:

- All of the District's infrastructure in the Hoodland Service Area
- A review of pump station and collection system condition assessments completed in the past six years
- Completion of a condition assessment of the Hoodland Treatment Plant
- Identification of all infrastructure assets posing a high risk of failure
- Growth in the service area and the impact to the treatment plant hydraulic and process capacity
- Development of system-wide alternative projects/approaches that create operational and financial efficiencies
- Evaluation of the financial, environmental and regulatory impacts of each alternative
- Presentation of the alternatives to the project steering committee

- Packaging of the preferred capital improvement alternatives; including a prioritized sequencing schedule and budget estimates for implementation
- Technical support of stakeholder presentations and participation in the development of a public outreach plan
- A preliminary financial plan to compare and assess differential rate impacts of improvement options and system alternatives
- Development of an emergency contingency plan and identification of funding sources

NOW, THEREFORE, the District and the Consultant for the considerations hereinafter set forth agree as follows:

ARTICLE 1 - SERVICES OF THE CONSULTANT

The Consultant agrees to perform, in accordance with applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, professional services in connection with the Project. This work shall include the review of existing information, condition assessments, rehabilitation design, bypass parameters, preliminary project sequencing, budgetary estimates and services during construction.

ARTICLE 2 - DISTRICT'S RESPONSIBILITIES

Unless otherwise specifically modified in Exhibit A, the District will:

- 2.1 Provide adequate information to the Consultant regarding the District's requirements for the Project.
- 2.2 Assist the Consultant by making available all reasonably available information and technical data pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
- 2.3 In accordance with applicable District, local, state or federal laws or statutes, ordinances, rules or regulations, provide access upon reasonable notice and make all necessary provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.
- 2.4 Acquire all the necessary land, easements and rights-of-way required for the Project.
- 2.5 Furnish to the Consultant, prior to the Consultant's preparation of the work product, a copy of any design and construction standards the District shall require the Consultant to follow in the preparation of the work product.
- 2.6 Advertise for proposals from bidders, open the sealed proposals at the appointed time and place and pay for all costs incidental thereto.
- 2.7 Obtain approvals and permits from governmental authorities having jurisdiction over the

Project, and such approvals and consents from others as may be necessary for completion of the Project (excepting any personal qualifications or certifications required for Consultant to perform the work contemplated hereunder).

- 2.8 Give prompt notice to the Consultant whenever the District observes or otherwise becomes aware of any defect or delay in the Project.

ARTICLE 3 – CONSULTANT’S RESPONSIBILITIES

- 3.1 The Consultant agrees to complete the Services described in Exhibit A. If the District has requested significant modifications or changes in the scope of the Project pursuant to Section 3.4, the time of performance of the Consultant's services shall be adjusted accordingly.

3.2 Standards of Performance

3.2.1 The standard of care for all professional services and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant’s profession.

3.2.2 Consultant shall be responsible for the technical accuracy of its services and documents resulting there from, and District shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in District-furnished information.

3.2.3 Consultant and District shall comply with applicable Laws or Regulations and District-mandated standards. Any changes to these requirements during the term of this Agreement shall not be the basis for any modifications to Consultant’s scope of services, times of performance, or compensation.

3.3 Quality Assurance

The District will conduct a full review of products produced under this Agreement when first submitted for review and comments. The review may be done by several people. These comments will be provided to the Consultant within a reasonable time. The Consultant shall consider each comment and respond to the District within fifteen (15) days regarding the disposition of the issue. The method of disposition can be any of the following actions: (I) submittal corrected per the comment, (ii) comment was not accepted for the following reason: ___ or (iii) comment was resolved in combination with other issues as described. The revised product shall include a response to each comment on the comment form provided by the District. The District shall have the option to conduct another full review or to spot check the document to see that the documents reflect the changes indicated on the review report. If any comment was ignored, neglected, or the District disagrees with the Consultant regarding their refusal to accept a comment, the District may stop any further review and return the document to the Consultant marked as incomplete. The Consultant shall correct the documents to District’s satisfaction and

then declare the documents complete. If all comments are not resolved in compliance with 3.2.1 and to the District's satisfaction in its sole discretion, the District shall declare the documents incomplete and the Consultant agrees to pay any change orders, cost of additional staff time, and all related administrative costs arising out of any inconsistencies, omissions, or errors in the incomplete reports, plans or specifications, including resulting delay and disruption costs. The first full review of any document or submittal will be done by the District at the District's cost. Any subsequent review beyond a spot check will be completed at the Consultant's cost and will be back-charged at the on an hourly basis at the average billing rate of the Consultant's work under this Agreement.

3.4 Changes

In the normal course of administering the work under this Agreement, the District may give directives to the Consultant, either written or verbal, which may constitute a change to the Scope of Work or Schedule. If an instruction, directive or decision is given that the Consultant believes is a change in scope or schedule, the Consultant shall notify the District within seven (7) calendar days of receiving such directive or instruction. The notice shall state the general nature of the change, but need not include a detailed cost or impact estimate. Failure to give timely written notice relieves the District from any obligation to adjust the Agreement amount, scope or schedule as an amendment to the Agreement for Services. Proposed amendments described in such notices to the Scope of Work or Schedule, as well as changes to other terms and conditions, shall be processed as provided in Paragraph 6.24 hereof.

3.5 Consultant's Project Manager

The Consultant shall assign the following key personnel to do the work in the Positions designated below. The following also lists an estimated range of effort the key personnel will spend on the Project based on the Services, Schedule and Compensation amount in this Agreement.

Person/Firm	Position	Estimated Effort (Hours)
Mark Johnson, CH2M HILL	Project Manager	350-400
Dale Jutila, CH2M HILL	Risk-Based Asset Management	200-250
Rick Attanasio, CH2M HILL	Project Engineer, Collections	200-250
Michelle Burkhart, CH2M HILL	Project Engineer, Treatment	100-150

The Consultant shall not change these personnel assignments without the prior written consent of the Project Manager, which consent shall not be unreasonably withheld.

ARTICLE 4 - AUTHORIZATION, SCHEDULES AND COMPLETION

4.1 Specific authorization to proceed with the Services shall be granted in writing by the District within a reasonable time after the execution of this Agreement. The Consultant shall not proceed with the work without such authorization. The District's Project Manager, as

defined in Paragraph 4.5, shall have authority to give such authorizations.

- 4.2** This Agreement shall be effective as of the Consultant's receipt of the written authorization to proceed and shall be completed as set forth in the attached Exhibit B, as amended (the "Schedule").
- 4.3** As part of the Services, within five (5) days after receipt of the authorization to proceed, the Consultant shall submit for the District's approval a detailed time schedule for all Services showing how these services will be carried out within the general Schedule set forth on Exhibit B. This detailed supplement to the Schedule shall be prepared in a form approved by the District. This Schedule shall include allowance for periods of time required for the District's review and approval of submissions and for approvals of other authorities having jurisdiction over the Project. This Schedule shall be brought up to date and submitted to the District at the end of each month, along with payment requests and the Consultant's written monthly progress reports. If progress lags by two weeks or more, the schedule shall be updated weekly.

4.4 Progress Schedule Submittal

The updates shall indicate the actual start and finish dates of each activity that has been completed prior to the update data date. Actual start dates and the remaining duration shall be posted for each activity that is in progress on the data date. Estimates of percent complete will not be an acceptable substitute for a remaining duration figure. All work remaining to be completed shall be scheduled after the Schedule's progress data date.

4.5 District's Project Manager

The District's Project Manager is authorized to approve work and billings hereunder, approve subconsultants, give notices referred to herein, terminate this Agreement as provided herein and carry out any other District actions referred to herein. The District's Project Manager shall be Matt House.

ARTICLE 5 - PAYMENTS TO CONSULTANT

In accordance with the terms and conditions of this Agreement, the District shall compensate the Consultant as follows:

5.1 Compensation

- 5.1.1 The District agrees to pay the Consultant on a time and material basis with a not to exceed amount equal to five hundred and thirty-seven thousand, six hundred and 01/100 dollars \$537,601.00 (the "Maximum Amount") for services as billed monthly. Notwithstanding anything else to the contrary herein, no changes in the Maximum Amount shall be made without prior written approval of the District.

- 5.1.2 The Consultant is entitled to no compensation for the correction or revision of any errors or deficiencies in any designs, drawings, specification or other services.
- 5.1.3 The District may withhold from payments due the Consultant such sums as are necessary, in the District's sole and absolute discretion, to protect the District against any loss or damage which may result from negligence or unsatisfactory work by the Consultant, the failure of the Consultant to perform as required under this Agreement, or claims filed against the Consultant or the District relating to the Consultant's services or work under this Agreement.

5.2 Billing and Payment Procedure

- 5.2.1 The Consultant will provide monthly invoices to the District for work performed during the preceding month. The invoices will be accompanied by a monthly progress report for each Services Task listed in Exhibit A ("Task"), which shall be a narrative of work accomplished, tied to the milestones indicated in the Schedule. For each Task (1-13), the progress report will include: budgeted hours, actual hours spent, dollars spent, dollars remaining, percent spent and estimate of percent complete. The Consultant shall maintain detailed records to support these charges and such records shall be available to the District for audit and copying. The District shall pay monthly payments to the Consultant within thirty (30) days of the District's receipt of the Consultant's monthly statement. Interest on unpaid payments due shall accrue at the rate of 1% per month beginning the 60th day after the District's receipt of the Consultant's statement. No interest shall be paid on disputed amounts.

ARTICLE 6 - GENERAL CONDITIONS

6.1 Early Termination of Agreement

- 6.1.1 The District and the Consultant, by mutual written agreement, may terminate this Agreement at any time.
- 6.1.2 The District, on thirty (30) days' prior written notice to the Consultant, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 6.1.3 Either the District or the Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination stating the effective date of the termination.

6.2 Payment on Early Termination

- 6.2.1 In the event of termination under Paragraphs 6.1.1 or 6.1.2, hereof, the District shall pay the Consultant for work performed in accordance with the Agreement prior to the termination date.
- 6.2.2 In the event of termination under Paragraph 6.1.3 hereof by the Consultant due to a breach by the District, then the District shall pay the Consultant as provided in Paragraph 6.2.3.
- 6.2.3 In the event of termination under Paragraph 6.1.3 hereof by the District due to a breach by the Consultant, then the District shall pay the Consultant as provided in Paragraph 6.2.1, subject to set off of excess costs, as provided for in Paragraphs 5.1.3 and 6.3.
- 6.2.4 In the event of early termination, all of the Consultant's work product will become and remain property of the District.

6.3 Remedies

- 6.3.1 In the event of termination under Paragraph 6.1.3 by the District due to a breach by the Consultant, then the District may complete the work either itself, or by agreement with another Consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 5.1.1 hereof then the Consultant shall pay to the District the amount of the excess.
- 6.3.2 The remedies provided to the District under Paragraph 6.1, Paragraph 6.2, and Paragraph 6.3 hereof, for a breach by the Consultant shall not be exclusive. The District also shall be entitled to any other equitable and legal remedies that may be available.
- 6.3.3 In the event of breach of this Agreement by the District, then the Consultant's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraphs 6.1 and 6.2 hereof.

6.4 Indemnification and Insurance

- 6.4.1 The Consultant agrees to indemnify, hold harmless and defend the District, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Consultant or the Consultant's employees or agents.
- 6.4.2 The Consultant agrees to furnish the District evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for personal injury and property damage for the protection

of the District, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this Agreement.

6.4.3 If the Consultant has the assistance of other persons in the performance of this contract, and the Consultant is a subject employer, the Consultant agrees to qualify and remain qualified for the term of this Agreement as an insured employer under ORS 656. The Consultant shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

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

6.4.5 The Consultant agrees to furnish the District evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the District, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Agreement.

6.4.6 If the services to be provided pursuant to the Proposal Response are professional and/or consultative, Consultant shall furnish the District evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage and malpractice or error and omission coverage for the protection of the District, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the performance of the Consultant or the Consultant's agents or employees under this Agreement.

6.4.7 The insurance, other than the Professional Liability and Workers' Compensation insurance, shall include the District as a scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the District as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the DISTRICT in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the District under this insurance. This policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

6.4.8 Consultant shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Consultant under this Agreement, unless this requirement is expressly modified or waived by the District in writing.

6.5 Oregon Law and Forum

- 6.5.1 This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 6.5.2 Any litigation between the District and the Consultant arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

6.6 Workers' Compensation Coverage Requirements

The Consultant is an independent contractor for purposes of the Oregon Workers' Compensation Law, as set forth in ORS Chapter 656 ("Workers' Comp Law") and is solely liable for any Workers' Compensation coverage under this Agreement. If the Consultant hires subconsultants for the performance of this Agreement, the Consultant agrees to require that the subconsultant(s) shall comply with ORS Chapter 656. The signing of this Agreement shall constitute the declaration of independent contractor status by the Consultant.

- 6.6.1 The Consultant will be solely responsible for payment of any local, state or federal taxes required as a result of this Agreement.
- 6.6.2 This Agreement is not intended to entitle the Consultant to any benefits generally granted to District, officers, or employees. Without limitation, but by way of illustration, the benefits not intended to be extended by this Agreement to the Consultant are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime pay, Social Security, workers' compensation, unemployment compensation, or retirement benefits (except so far as benefits are required by law if the Consultant is presently a member of the Public Employees Retirement System).

6.7 Subcontracts

The Consultant shall not subcontract its work under this Agreement, in whole or in part, without the prior written approval of the District. The Consultant shall require subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Consultant as specified in this Agreement. Notwithstanding District approval of a subcontractor, the Consultant shall remain obligated for full performance hereunder, and the District shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subcontractors are employed in the performance of this Agreement, the Consultant and its subcontractors are subject to the requirements of the Workers' Comp Law.

6.8 Assignment

The Consultant shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the District which may be granted or withheld in

its sole and absolute discretion. District may assign this Agreement at any time and shall provide Consultant with notice of such assignment within thirty (30) days of such assignment.

6.9 Notice

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing with such notice deemed delivered either upon actual receipt or three (3) days after deposit in U.S. Mail, whichever shall first occur::

If to the District: Clackamas County Service District No. 1
 c/o Water Environment Services
 150 Beavercreek Road
 Oregon City, Oregon 97045
 ATTN: Matt House

Copy to: County Counsel
 c/o Water Environment Services
 150 Beavercreek Road
 Oregon City, Oregon 97045
 ATTN: Amanda Keller

If to the Consultant: CH2M HILL Engineers, Inc.
 2020 SW Fourth Avenue, Suite 300
 Portland, Oregon 97201-4958
 ATTN: Mark Johnson

6.10 Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

6.11 Integration

This Agreement contains the entire agreement between the District and the Consultant and supersedes all prior written or oral discussions or agreements.

6.12 Funds

The District certifies that sufficient funds are available and authorized for expenditure pursuant

to this Agreement in Fiscal Years 2014 and 2015. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners, acting as the governing body of the District, during the budget processes. If the District Board does not appropriate funds for subsequent fiscal years for the balance of this Agreement, the District may immediately terminate this Agreement by giving written notice of termination to the Consultant. The Consultant shall not be entitled to compensation for any work performed after the date of such written termination notice. The District shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute an "Early Termination" as such term is used in Paragraph 6.1.

6.13 Estimates of Cost

The estimates of cost for a Project provided for herein are to be prepared by the Consultant through exercise of experience and judgment in applying currently available cost data. It is recognized that the Consultant has no control over cost of labor and materials, or over competitive bidding procedures and market conditions, so Consultant cannot warrant that Project construction costs will not vary from cost estimates. However, the Consultant will keep the District apprised of changes throughout the Project that significantly impact the estimated construction costs provided.

6.14 Ownership of Documents

- 6.14.1 All work the Consultant performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the Consultant produces in connection with this Agreement. On completion or termination of the Agreement the Consultant shall promptly deliver these materials to the Project Manager.
- 6.14.2 The Consultant may retain for its own records and at its own cost copies of the materials referred to in subsection 6.14.1 of this section.
- 6.14.3 Any use the District makes of the materials referred to in subsection 6.14.1 of this section, except for purposes of the work contemplated by this Agreement, shall be at the District's risk.
- 6.14.4 The District shall not reuse the sealed plans and specifications for construction of any subsequent projects without the Consultant's knowledge and approval.

6.15 Commencement of Work

The Consultant agrees that work being done pursuant to this Agreement will not be commenced until after:

- 6.15.1 All Insurance is obtained, as specified in Paragraph 6.4 and 6.6.

6.15.2 This Agreement is fully executed by all parties and approved by the Board of County Commissioners and/or Director when applicable.

6.15.3 The receipt of a written authorization to proceed from the Project Manager.

6.16 Release of Information

No information relative to the Project shall be released by the Consultant for publication, advertising, communication with the media, or for any other purpose, without prior written approval of the District.

6.17 Maintenance of Records

The Consultant shall maintain books and accounts of payroll costs, travel, subsistence, field contracted services of others and reimbursable expenses pertaining to each Project in accordance with generally accepted professional practices, appropriate accounting procedures and applicable local, state or federal laws, statutes, ordinances, or rules and regulations. The District or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Consultant regarding its billings or any record arising from or related to this Agreement. Records shall be maintained and available until three (3) years after the date of final Project billing or until three (3) years after the date of resolution of any litigation or claim.

6.18 Audit of Payments

6.18.1 The District, either directly or through a designated representative, may audit the records of the Consultant at any time during the three (3) year period established by Paragraph 6.17.

6.18.2 If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall immediately repay the amount of the excess to the District.

6.19 Public Contracting Law

Pursuant to the requirements of ORS Chapters 279A and 279C, the following terms and conditions are made a part of this Agreement:

6.19.1 The Consultant agrees that he or she shall:

6.19.1.1 Make payments promptly, as due, to all persons supplying to Consultant labor or materials for the performance of work contemplated by this Agreement.

6.19.1.2 Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.

- 6.19.1.3 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167 or its successor statutes.
- 6.19.1.4 Not permit any lien or claim to be filed or prosecuted against the State of Oregon, Clackamas County, the District, any municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- 6.19.2 If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Consultant by any person in connection with this Agreement, as such claim becomes due, the proper office representing District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Consultant by reason of this Agreement. Further, the Consultant or any first-tier subcontractor under this Agreement fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Consultant by any person in connection with this Agreement within thirty (30) days after receipt of payment from District or the Consultant, as applicable, then such person shall owe the unpaid person the amount due plus interest charges commencing at the end of the ten (10) day period under ORS 279C.580(4) and ending upon final payment unless subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be as set forth in ORS 279C.515(2).
- 6.19.3 No person shall be employed for more than eight (8) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100(5) or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday, as specified in ORS 279C.
- 6.19.4 If this Agreement is for personal services as defined in ORS 279C or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- 6.19.5 The Consultant shall promptly, as due, make payment to any person, partnership, association, corporation, or other entity furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Consultant, of all sums which the Consultant agrees to pay for such services and all moneys and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- 6.19.6 The Consultant and all employers working under this Agreement are subject

employers under ORS 656.017.

- 6.19.7 The Consultant shall demonstrate that an employee drug testing program is in place before commencing work on the Project.

6.20 Equal Employment Opportunity

During the performance of this Agreement, the Consultant agrees as follows:

- 6.20.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, age, mental or physical handicap or a national origin. The Consultant agrees that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity Clause.
- 6.20.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, age, physical or mental handicap or national origin.
- 6.20.3 The Consultant will send to each labor union or representative of workers with which Consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Consultant's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.21 Survival

All express representations, indemnifications or limitations of liability included in this Agreement shall survive its completion and/or termination for any reason.

6.22 Headings

The headings used in this Agreement are for general reference only and are not part of the Agreement language. This Agreement should be construed without giving any meaning to any headings included herein.

6.23 Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement or any related agreement shall be settled by arbitration in accordance with the following provisions:

6.23.1 Disputes Covered. The parties agree to arbitrate all disputes of every kind relating to or arising out of this Agreement. Disputes include actions for breach of contract with respect to this Agreement, as well as any claim based upon tort or any other causes of action relating to the Agreement or the Project, such as claims based upon an allegation of fraud or misrepresentation and claims based upon a federal or state statute. In addition, the arbitrators selected according to procedures set forth below shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the parties.

6.23.2 Forum. The forum for the arbitration shall be Clackamas County, Oregon.

6.23.3 Law. The governing law for the arbitration shall be the law of the State of Oregon, without reference to its conflicts of laws provisions.

6.23.4 Selection. There shall be three arbitrators, unless the parties are able to agree on a single arbitrator. In the absence of such agreement within ten (10) days after the initiation of an arbitration proceeding, District shall select one arbitrator and Consultant shall select one arbitrator, and those two arbitrators shall then select, within ten (10) days, a third arbitrator. If those two arbitrators are unable to select a third arbitrator within such ten (10)-day period, a third arbitrator shall be appointed by the commercial panel of the American Arbitration Association. The decision in writing of at least two of the three arbitrators shall be final and binding upon the parties.

6.23.5 Administration. The arbitration shall be administered by the American Arbitration Association.

6.23.6 Rules. The rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association, as modified by any other instructions that the parties may agree upon at the time, except that each party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the federal courts. If there is any conflict between those Rules and the provisions of this section, the provisions of this section shall prevail.

6.23.7 Substantive Law. The arbitrators shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms. The arbitrators shall make a good faith effort to apply substantive applicable law, but an arbitration decision shall not be subject to review because of errors of law. The arbitrators shall be bound to honor claims of privilege or work-product doctrine recognized at law, but the arbitrators shall have the discretion to determine whether any such claim of privilege or work product doctrine applies.

6.23.8 Decision. The arbitrators' decision shall provide a reasoned basis for the resolution of each dispute and for any award. The arbitrators shall not have power to award damages in connection with any dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential or punitive damages.

6.23.9 Expenses. Each party shall bear its own fees and expenses with respect to the

arbitration and any proceeding related thereto and the parties shall share equally the fees and expenses of the American Arbitration Association and the arbitrators.

6.23.10 Remedies; Award. The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the State of Oregon. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States.

6.24 Amendments

The District and the Consultant may amend this Agreement at any time only by written amendment executed by the District and the Consultant. Any amendment that increases the amount of compensation payable to the Consultant in excess of the amounts authorized in prior Board approvals shall be subject to approval by the Board of County Commissioners, acting as the governing body of the District. The Director or person designated in the Board order approving or amending this Agreement may execute amendments to the Agreement to increase compensation within the limits of the authority established by the District's Contract Review Board Rules and within the limits authorized by prior Board approvals. The Project Manager may agree to and execute any other amendment on behalf of the District.

6.25 Waiver

The District and the Consultant shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

6.26 Time is of the essence of this Agreement.

EXHIBIT A

Exhibit A Scope of Service

Project Understanding

Clackamas County Service District No. 1 has identified the need for engineering and consulting services to assist the District with the development of a comprehensive Master Plan for Wastewater Services in the Hoodland Service Area. The District's ultimate goal is to evaluate the service area's wastewater system and develop sustainable long-term service alternatives that will continue to protect water quality and public health, while meeting the service needs of the District's customers. The master plan will become the foundation for the District's implementation of wastewater system improvements, as well as development of a strategic investment plan for the service area.

The Hoodland Master Plan needs to provide a comprehensive set of solutions that address the broad range of issues present in the service area. These solutions must be implemented in logical phases with a clear linkage between the need to increase rates and the need to reduce risk. Considering that one-third of the area's collection pipes have observed defects and the system is labor intensive for its size, there are collection system projects that have the potential to significantly reduce maintenance efforts. Therefore, system capacity and structural condition assessment of the collection system will be performed to locate deficiencies, develop solutions and identify opportunities to reduce the O&M level of effort.

Historically, the infrastructure damage in Hoodland has occurred during large flood events such as 1964, 1996 and 2011, in which the stabilizing vegetation is removed and the channel widens catastrophically. The Sandy River Lane and Timberline Rim pump stations and their force main are one of the highest risk issues associated with the Hoodland system, because of the consequence of failure of any of the three associated elements. The resolution to the Treatment Plant Outfall is another key system component that is still undecided. The environmental, public health and community impacts due to potential loss of services are significant; consequently, a major focus of the master plan must be on identifying projects to mitigate the overall risk associated with these four infrastructure components.

While the Hoodland WPCP is not state-of-the-art, it has performed consistently and reliably over the years. The facility has historically been under-loaded; growth projections do not suggest this will change. In the context of overall system investment, it is important to understand the risk associated with the plant's infrastructure. Documentation of the facility's condition through a field condition assessment of the plant's components will allow for a true comparison of the treatment plant's assets with components of the collection system.

The master plan will address the following items:

- All of the District's infrastructure in the Hoodland Service Area
- A review of pump station and collection system condition assessments that have been completed in the past six years
- A condition assessment of the Hoodland treatment plant
- Identification of infrastructure assets posing a relative high risk of failure
- Growth in the service area and impact to the treatment plant hydraulic and process capacity

- Development of alternative projects/ approaches that create operational and financial efficiencies while mitigating future environmental and financial risks to the District
- Evaluation of the financial, environmental and regulatory impacts of each alternative.
- Presentation of the alternatives to the project steering committee
- Packaging of the preferred investment alternatives, with a sequencing schedule and budgetary level of effort summary for implementation
- Technical support of stakeholder presentations and participation in the development of a public outreach plan
- A preliminary financial plan to compare and assess differential rate impacts of improvement options and system alternatives
- Development of an emergency contingency plan

The following scope of services is designed to provide recommended improvements to the Hoodland Service Area using a risk-based approach, incorporating sensitivity to ratepayers and other stakeholders.

TASK 1: PROJECT MANAGEMENT

Objectives: Provide management and communication required to prepare and deliver the Sanitary Sewer Master Plan for the Hoodland Service Area.

1.1 Develop Project Instructions and Management Plan. Prepare a project management plan so that the consultant team and WES staff have a mutual understanding and endorsement of schedules, budgets, work activities, and responsibilities. The plan will include scope of work, schedule, and budget; project goals and task objectives; work plans, deliverables, and schedules for major tasks; change management plan; team organizational chart; communication and documentation management plan; deliverable tracking system; and technical review requirements.

1.2 Project Chartering and Kick-Off Meeting. A chartering/kick-off meeting (up to 3 hours in duration) will be scheduled shortly after a notice to proceed has been issued. The meeting will define project responsibilities and critical success factors.

1.3 Project Management. Day-to-day project management will include maintaining the actions required list, and overseeing staff, preparing monthly status reports, invoices, and applying quality assurance/quality control (QA/QC) procedures. This task also includes project startup and closeout procedures. This task assumes an 18-month project duration and scheduled meetings with the District's PM every 2 weeks.

Task 1 Deliverables: *Project management plan, chartering meeting documentation, monthly invoice/status report, and updated schedules*

Assumptions:

- Half of the Task 1.3 PM meetings will be in person and half via telephone.

TASK 2: DATA COLLECTION & ANALYSIS

Objectives: Develop an inventory of Hoodland Service Area data available from the District.

2.1 GIS Data. Obtain GIS files on current and future service area acreage and EDUs. Identify areas within the service area that will not be developed. Obtain available GIS information on the Hoodland sewer collection system including pump stations.

2.2 Collect Existing Collection System and Operations Data. The following information will be obtained from the District, organized and then reviewed for sufficiency in the development of the master plan:

- Record Drawings
- Five years of flow data from the Timberline Rim Pump Station
- Fifteen years of effluent flow and load data from the Hoodland WPCP
- 12 months of DMR data from the Hoodland WPCP
- The 2013 Hoodland Service Area Pipeline and Pump Station Condition Assessment data
- Relevant maintenance history including pump run hour logs
- Data from 3-5 new portable flow meters to be installed Winter of 2014

2.3 Review Fluvial Geomorphic Data. Review the 2011 DOGAMI Channel Migration Hazard Maps, 2013 Interfluvial Analysis, and ongoing County Emergency Management-sponsored geomorphic analysis. Conduct one field visit to assess field conditions. Prepare a Technical Memorandum (TM) summarizing the assessment of geomorphic conditions.

2.4 Prepare a Gap Analysis. Prepare a TM identifying missing data identified in Task 2. The Consultant will work with District staff to develop a plan to supplement missing data.

Task 2 Deliverables: *Fluvial Geomorphic TM and Gap Analysis TM*

Assumptions:

- District staff will obtain collection system configuration, invert elevation and pipe diameter data if not available in the GIS as required for system modeling

TASK 3: CAPACITY ASSESSMENT

Objectives: Develop a calibrated collection systems model to assess existing and future system performance for estimated peak flow conditions. The model will update and augment the Clackamas County Service District No. 1 (CCSD No. 1) 2009 collection system model and associated capacity analysis. Additional modeling elements to be included are: dry and wet weather calibration using historic and current flow monitoring and precipitation data, a future conditions scenario based on EDU and developed area growth projections, modeling of pump station and force main operations based on asset design data, and incorporation of updated system inventory data. The assessment will also document treatment plant capacity based on established criteria.

3.1 Collection Systems Model. Using the most recent GIS-based system data, the Consultant will update the 2009 collection systems model using XP-SWMM. XP-SWMM will be utilized for continuity with the 2009 District-wide modeling effort.

3.2 Calibrate the Hydraulic Model. The existing conditions model will be calibrated against the data from the District's installed flow meters and anecdotal information. Precipitation input for the calibrated model will be based on the NOAA Welches Rain gage.

3.3 Develop Design Storm. The Consultant will utilize the design storm defined in the CCSD No. 1 2009 Master Plan for the Hoodland Area, including frequency and rainfall distribution. This 5-year, 24-hour frequency winter event is consistent with the Oregon Administrative Regulations (OAR) for Water Quality Standards for Bacteria (340-041-0009). Through previous model development work for CCSD No. 1, it was determined that the 5-year frequency winter event governed the peak flow versus the 10-year frequency summer event cited in the same section of the OAR. Therefore, no 10-year frequency analysis will be conducted. The NOAA Iso-pluvial Atlas for the project area shows a 5-year, 24-hour design storm with a depth of 4.6 inches.

3.4 Run the Existing Conditions Model. The hydraulic model will be run with existing conditions and the selected rainfall series. District GIS data will be used to define existing conditions in the basin.

3.5 Run the Future Conditions Model. Two future conditions scenarios will be evaluated based on District GIS data. The scenarios will be with and without development (defined by the District) in the currently unserved area adjacent to the Salmon River and south of Highway 26. The hydraulic model will be run with these two future conditions and the selected rainfall series.

3.6 Document Plant Capacity. Utilizing established design criteria for the Hoodland Treatment Plant, document actual basis of plant utilization, on both a flow and load basis. This task assumes no process modeling, and will be a simple comparison between existing flows and loads and plant design criteria.

3.7 Capacity Assessment Technical Memorandum. A TM will be prepared summarizing the capacity analysis and resulting deficiencies as determined from above listed tasks.

Task 3 Deliverables: *Computer modeling files and Capacity Assessment TM.*

Assumptions:

- Assumes the model can be developed based on GIS data and As-Builts and other District supplied information. No field survey is included.
- Flow monitoring for 3 to 5 locations will be added during the winter of 2014 including the Hoodland Treatment Plant, Timberline Rim and Sandy River Lane Pump Stations.

TASK 4: CONDITION ASSESSMENT and RISK EVALUATION

Objectives: The risk-based asset management framework currently used by the District will be employed for conducting the condition assessment in the Hoodland Master Plan. Using consequence of failure and likelihood of failure, the relative risk of asset failure will be evaluated to identify and prioritize risk-reduction measures, including operational and capital improvements.

4.1 Review Risk Framework and Risk-Measurement Factors. The Consultant will review with the District's project manager the risk-based asset management framework created during the CCSD

No. 1 2009 Master Plan. This review will include consideration of the consequence of failure and likelihood of failure categories, along with the associated scoring definitions and weightings that were developed to calculate risk in the earlier plan. The intent is to build-on the 2009 matrices for District-wide consistency and continuity, therefore, this review is to determine if any minor modifications need to be made.

4.2. Expand Existing Asset Hierarchy. Using available data, maps and drawings, the Consultant will work with District staff to expand the asset hierarchy developed in 2009 to include assets in the Hoodland WPCP and additional levels of the collection system, as appropriate.

4.3 Review Existing Pump Station Data. Consultant will review the six reports on the 2013 condition assessment of pump stations by WES staff. The pump stations included are Arrah Wanna PS, Golf Club Terrace PS, Mountain Creek Circle PS, Sandy River Land PS, South Welches PS and Timberline Rim PS.

Using the data provided in the reports, Consultant will prepare a TM to summarize where the data provided indicate potential maintenance issues that should be addressed. Consultant will identify assets that may be a candidate for major repair/replacement in the near future, based on the data presented. Consultant will provide a general assessment of the condition of the station based on the data provided.

The TM will also indicate any gaps in the data and provide suggestions that would make future assessments by the District more useful. Effort for this task is limited to that indicated in the estimated hours table.

4.4 Review Existing Collection System Data. Consultant will review information from selected portions of the 2013 CCTV inspection of the Hoodland collection system after consulting with District staff on areas of particular concern. Existing condition scores for each pipe segment will be reviewed and adjusted as necessary, and condition data gaps will be identified. The results will be summarized in a TM. Effort for this task is limited to that indicated in the estimated hours table.

4.5 Conduct Condition Assessment of the Hoodland WPCP. Consultant will provide a team of two maintenance specialists to perform a condition assessment of up to 200 assets at the Hoodland WPCP. Consultant will review a list of assets provided by the District and assign appropriate asset types to each asset on the list. Using the asset types identified on the asset list we will develop a list of specific criteria for each asset type with a corresponding weighting for each criterion. The asset type criteria with the weighting will be submitted to the District for review, adjustment and approval.

The approved list of assets, asset types and criteria will be loaded into the CCSD No. 1 database and in Consultant's Asset Condition Evaluation System (ACES®). The team will confirm asset types and add any major assets which are not included in the original list. Major assets are assets which are required for process operations and/or likely to require some level of maintenance. The team will use visual inspection, spot vibration readings, running voltage and amperage readings, insulation resistance measurements, ultrasonic bearing analysis and infrared thermography, as appropriate, to develop the condition score for each asset. A draft TM describing asset conditions, including detailed data sheets, will be prepared. It will also identify those assets that require further

investigation or immediate attention. Once the District's comments are received a draft and final report will be issued and presented to the District.

A District escort is required at all times while the assessment team is on the plant site. The escort will be asked to start and stop assets, as needed, to allow the assessment team to take measurements. To perform a complete assessment, assets need to be observed operating under normal operating conditions and load. Electrical equipment above 480 volts or Hazard Risk Category 2 cannot be assessed by Consultant staff. Equipment located in confined spaces can only be assessed to the extent it can be observed without entering the space. Assets which require the use of portable ladders or lifts can only be assessed to the extent that can be observed from ground level or permanent raised platforms with appropriate safety and fall protection.

4.6 Perform Risk Assessment. At a workshop with District staff, the consequence criteria and likelihood criteria will be applied to the Hoodland WPCP assets using the expanded asset hierarchy, first at the unit process level and then at lower levels of the asset hierarchy based on the calculated risk. The condition information collected in Tasks 4.3, 4.4, and 4.5 will be used for condition scores. Pump station and collection system assets will be re-scored and the relative risk calculated based on current condition data collected in Tasks 4.3, 4.4 and 4.5 and the 2009 risk matrices. Likelihood scoring for the pump stations will be based upon the available performance data, maintenance history and the knowledge of District staff. District staff will review the updated risk scores and preliminary risk rankings during the Workshop. The staff will also be asked to identify an "acceptable level of risk" for assets, above which level risk mitigation measures must be identified. Up to 4 consultant personnel will attend for up to a 6 hour workshop. Pursuant to the Workshop a Draft Technical Memorandum with the agreed upon risk scores will be submitted to the District for approval.

Task 4 Deliverables: *Draft and Final Risk-based asset management framework memorandum and TM with Updated Consequence and Likelihood Matrices; Expanded Asset Hierarchy; Draft and Final TMs for Tasks 4.3, 4.4 and 4.5; Risk Workbook with Consequence, Likelihood, and Total Risk Scores; preparation for and facilitation of one workshop.*

Assumptions:

- The District will arrange for a room and District attendees for the Workshop in Task 4.3
- The District will provide an escort to start and stop assets as needed to allow the assessment team to take measurements.

TASK 5: IDENTIFICATION OF OPTIONS

Objectives: Identify options for:

- mitigating assets with unacceptable levels of risk
- correcting capacity deficiencies
- anticipated regulations
- other operational drivers

Options are discrete mitigation projects to correct an identified deficiency, proactive improvements to meet new regulations, and operational enhancements to create efficiencies. In Task 6, options are combined into comprehensive system-wide alternatives for evaluation and prioritization.

5.1 Identify Regulatory and Operational Drivers. The Consultant will work with District staff to determine drivers, other than risk mitigation, that will require capital improvements over the master planning horizon. Such drivers may include anticipated regulations and permit conditions, the desire to improve operational and/or energy efficiency, adopt new technologies, the need to relocate infrastructure to accommodate projects of other utilities and transportation agencies, and the offering of new services such as reuse for irrigation. In consultation with District staff, the Consultant will develop options to address these drivers.

5.2 Identify Risk-Reduction Options. For assets with unacceptable levels of risk, the drivers of those risks will be evaluated to guide the development of risk-reduction measures. A workshop/brainstorming session will be held to generate viable risk-reduction options and conduct initial evaluation of the options, capturing institutional knowledge and experience of District staff. Options could include satellite treatment, use of abandoned lagoons, and other system configuration changes. Where asset performance/capacity is a factor in driving risk, results of the model runs described in Task 3 will be used to guide development of options for correcting the deficiencies. Options may include both operational and capital improvements. The Consultant will develop a draft list of options that will be reviewed, adjusted, and expanded in a workshop with District staff.

5.3 Evaluate Options. The options, including capacity improvements, will be evaluated for effectiveness based on their specific risk reduction and estimated cost. Where capacity is a factor, the calibrated model described in Task 3 will be used in evaluating the efficacy of options. Order-of-magnitude life cycle, capital and operational, cost estimates and preliminary rate impacts will be made for each project for comparison purposes. A TM with the results will be prepared for District review and approval.

Task 5 Deliverables: *Draft and Final TM presenting options for mitigating risk, correcting capacity deficiencies, meeting anticipated regulatory requirements and other operational enhancements; preparation for and facilitation of 1 workshop*

Assumptions:

- The current system configuration will be utilized as the base scenario.
- The District will arrange for a room and District attendees.
- Regulatory and other operational drivers will be selected in coordination with District staff.

TASK 6: SYSTEM-WIDE ALTERNATIVES DEVELOPMENT AND ANALYSIS

Objectives: Options will be combined and developed into comprehensive system-wide alternatives (“alternatives”) that are designed to achieve multiple system objectives. The alternatives will be evaluated taking into account multiple risk attributes, including the combined effect on all of the District’s facilities and infrastructure in the Hoodland service area. Outcomes will be a list of operational and capital improvements for correcting deficiencies, reducing risk and addressing anticipated regulatory requirements and other operational enhancements.

6.1 Combine Options into Alternatives. The options created and evaluated in Task 5 will be reviewed for opportunities to be combined, using a system-wide perspective. Conduct Workshop with District staff to identify possible system-wide alternatives likely comprised of pump station, collection system, treatment and effluent disposal improvements. The workshop will include up to four Consultant staff. Possibilities will range from constructing new facilities at locations remote from the river to re-purposing of the existing force main to be used for conveying treated effluent to lagoons. Alternatives may include operational improvements as well as capital improvements. Combinations of options may also be applied where projects are adjacent to one another, or where logistics of one project has impacts on another identified project. The workshop will be the primary setting for the development of up to three alternatives to be evaluated as part of subsequent project tasks. Consultant will prepare for District confirmation a draft memorandum presenting evaluation criteria, weighting and scoring definitions used for CIP prioritization in the 2009 Master Plan. Final adjustments, if any, to the criteria will be made during the workshop with District staff. Consultant will modify the draft memorandum following the workshop describing the final evaluation criteria and weighting, which be submitted to the District for approval.

6.2 Evaluate Alternatives. Consultant will evaluate the alternatives from financial, social, environmental, and regulatory perspectives, using the criteria confirmed in Task 6.1, as well as the combined effect on the Hoodland WCPC and other area facilities. The calibrated model described in Task 3 will be used in evaluating the efficacy of alternatives. Cost estimates used at this stage will be for comparative purposes only, to measure the relative cost of the projects. Up to three system-wide alternatives will be evaluated.

6.3 Select Preferred Alternative. A preferred alternative will be selected based on greatest system benefit, maintaining acceptable levels of service and acceptable rate impacts, as identified in Task 11. A Technical Memorandum with the results will be prepared for District review and approval.

Task 6 Deliverables: *Draft and Final TM describing the evaluation criteria, Draft and Final Memorandum with up to three system-wide alternatives, selection of a preferred alternative, and facilitation of one workshop.*

Assumptions:

- Three system-wide alternatives combining conveyance, treatment and effluent disposal will be developed and evaluated along with the current system configuration base case scenario. A preferred alternative will be selected from the alternatives..

TASK 7: PROJECT PRIORITIZATION

Objectives: Apply a Multi-attribute Utility Analysis (MUA) approach to prioritize the projects within the preferred system-wide alternative. Package projects into Preliminary Capital Improvement Packages for phased implementation.

7.1 Confirm Evaluation Tool. The Consultant will prepare a TM to recommend the software tool that will be used in conducting the prioritization activities.

7.2 Perform Multi-Attribute Utility Analysis. The Consultant will perform the initial prioritization of projects using MUA and the previously approved criteria and the estimated life cycle costs and capital costs of the projects. Consultant will facilitate up to a 6-hour workshop at the staff at District

offices to review the results of the preliminary analysis, up to 4 consultant personnel will attend. The District will arrange for a room and District attendees. The purpose of the Workshop is to review the Consultant's prioritization and adjust based on District feedback. Pursuant to the Workshop, Consultant will submit a Technical Memorandum with the final prioritization to the District for approval.

Task 7 Deliverables: *Draft and Final TM on Prioritization, including prioritized project list; facilitation of one workshop.*

Assumptions:

- The District will arrange for a room and District attendees.

TASK 8: PRESENTATIONS TO STEERING COMMITTEE

Objectives: Provide Consultant support to the District for presentations to the Steering Committee.

8.1 Presentation Development and Delivery. The Consultant will prepare materials for and lead presentations to the Project Steering Committee. The Consultant will attend and prepare graphics and information packages on for up to four meetings. Effort for this task is limited to that indicated in the estimated hours table.

Task 8 Deliverables: *Attendance and presentation materials, as requested.*

Assumptions:

- The District will arrange for a room and District attendees.

TASK 9 PACKAGE PREFERRED CAPITAL IMPROVEMENTS

Objectives: Create up to three prioritized capital improvement packages, developed from the preferred alternative. Determine financial impacts of the projects based on their implementation schedules over a twenty year program. Objective is to confirm a Capital Improvement Plan with acceptable impacts to district rates.

9.1 Prepare Construction Cost Estimates. Class 5, planning-level construction cost estimates will be prepared for all capital projects on the prioritized list. These construction cost estimates will be combined with planning, design, services during construction, and other costs to determine the anticipated implementation cost for each project.

9.2 Create Capital Improvement Packages. The Consultant will review the prioritized list of projects to determine where they might be combined to create operational and financial efficiencies. Opportunities for partnerships will be evaluated. The timing and content of these investment packages may be adjusted based on the financial analysis described in Task 11. Up to three capital investment packages are included in the budget.

9.3 Determine Preliminary Costs of Combined Projects. Life cycle costs, capital costs and present worth will be estimated for the combined projects. Preliminary rate impacts will be estimated using

the tool developed under the financial analysis task. These estimates will be preliminary and used for planning purposes only.

Task 9 Deliverables: *Memorandum with Project Implementation Costs; Memorandum with Improvement Packages in a CIP for up to three prioritized system-wide packages of capital improvements.*

TASK 10: SUPPORT STAKEHOLDER EDUCATION & INVOLVEMENT

Objectives: Provide technical support to the District for its Public Involvement Program.

10.1 Public Involvement Support. The Consultant will provide the District with technical support on an as requested basis. This support is anticipated to include preparation of graphics and written material, assembly of technical information, and personnel support at meetings. Effort for this task is limited to that indicated in the estimated hours table.

Task 10 Deliverables: *Attendance and presentation materials, as requested.*

TASK 11: FINANCIAL ANALYSIS

Objectives: Provide analysis of the financial and rate impacts resulting from the prioritized Master Plan projects' capital improvement needs and other system revenue requirements over the next twenty years.

11.1 Preliminary Financial Plan and Model. The Consultant will create a preliminary financial plan that reflects the District's projected costs without the Master Plan proposed capital improvement packages. Consultant will work with District staff to establish the preferred format and content adequate for this analysis. The initial financial plan will project system costs, anticipated debt and other financing assumptions, and changes in operating expenses. The initial financial plan will project system costs, without the proposed capital improvement packages, so that subsequent analysis can identify the impact of the proposed capital improvements on the District's rates and finances. It will also project system revenues, associated rates and charges to meet all District requirements. Appropriate information necessary to develop the model will be provided by the District. Consultant will incorporate the District-supplied information and assumptions into the analysis for consistency with the financial plans for CCSD No. 1.

11.2 Draft Rate Impacts. Consultant will estimate rate impacts of up to three proposed capital improvement packages developed in Task 9 for the Hoodland system. This analysis will assume no change in the structure of the District's current wastewater rates and charges, but rather will assume a uniform percentage change in District-wide wastewater rates. The impact on typical user bills will be estimated, and a bill comparison with other nearby communities will also be provided.

11.3 District Coordination. Consultant will meet with the District financial personnel to review results of the analysis. Consultant will work with District staff to designate one investment package for further analysis. For this designated investment package, up to two additional scenarios of rate impacts are included in the budget. These additional scenarios may include evaluations of the

sensitivity of the results to changes in assumptions regarding the rate of growth in the system, interest rates on borrowed funds, and changes in other key assumptions.

Task 11 Deliverables: *Preliminary Financial Plan; Draft and Final Memoranda of Rate Impacts*

TASK 12: TIMBERLINE RIM PUMP STATION, SANDY RIVER LANE PUMP STATION AND SANDY RIVER LANE FORCE MAIN CONTINGENCY PLANNING

Objectives: Provide support for the District’s development of an emergency contingency plan. Support activities will include identification of regulatory requirements associated with plan activities and the investigation of potential emergency funding sources. The plan will be developed to achieve continued service to the area in the event of Sandy River flooding and/or erosion impacts to the Timberline Rim Pump Station, the Sandy River Lane Pump Station or the Sandy River Lane Force Main, that disrupts sanitary conveyance.

12.1 Plan Elements and Regulatory Requirements. The Consultant will conduct a workshop with District staff to discuss preliminary emergency actions developed by the District in the event of Sandy River changes that impact the functional performance of the three infrastructure elements identified in the Objectives section above. At the workshop, the Consultant will provide preliminary feedback regarding the potential regulatory requirements associated with the contingency plan elements.

12.2 Final Regulatory Requirements and Funding Sources. Based on the 12.1 Workshop, potential contacts with regulatory agencies, and refinement of the Contingency Plan by the District, the Consultant will provide input in the form of a Technical Memorandum to the District regarding the regulatory requirements associated with the implementation of the contingency plan elements.

Working with the District and their knowledge of funding sources, and supplemented by the Consultant’s knowledge of funding sources, the Consultant will provide a memorandum that summarizes potential funding sources, ranges of funding levels that others have received, and application information and processes required for the receipt of funds. Funding information will be gathered through available documentation and contact with potential sources. Effort for this task is limited to that indicated in the estimated hours table.

Task 12 Deliverables: *Technical memoranda for Regulatory Requirements and Potential Funding Sources for the Contingency Plan*

Assumptions:

- The Consultant will identify regulatory requirements and supplement District provided emergency funding sources for the plan
- The District will arrange for a room and District attendees for the workshop
- No formal funding applications are planned for the task
- The District’s plan will not include final design plans, but will primarily be a listing of operations and maintenance activities, and conceptual design items to inform short term, on-call construction activities

TASK 13: MASTER PLAN DOCUMENT PREPARATION

Objectives: Prepare a comprehensive accessible Master Plan Report with a clearly written Executive Summary of approximately 10 pages with graphics, summarizing key findings and recommendations, and focused on an audience of elected officials and the public.

13.1 Draft Master Plan. The Consultant will prepare a draft report and executive summary for District review. The report will incorporate the previously developed TMs. Six hardcopies will be prepared for District review.

13.2 Final Master Plan. Based on comments received from the District, the Consultant will prepare the final Master Plan Report and Executive Summary. Ten hardcopies will be prepared for the District along with an electronic version.

Task 13 Deliverables: *Six hardcopies of draft Master Plan Report, and ten hardcopies of the final Master Plan Report and an electronic version of the Master Plan on CD.*

EXHIBIT A

Clackamas County Water Environment Services: Hoodland Master Plan						25-Nov-14
Summary of Labor Costs and Expenses						
Task #	Task Name	Hours	Labor \$'s	Expenses \$'s	Sub-Consultant	Total \$'s
1	PROJECT MANAGEMENT	316	54,586	700	650	\$ 55,936
2	DATA COLLECTION & ANALYSIS	135	21,405	200	1,850	\$ 23,455
3	CAPACITY ASSESSMENT	475	64,194	874	-	\$ 65,068
4	CONDITION ASSESSMENT & RISK EVALUATION	346	60,650	10,000	-	\$ 70,650
5	OPTION DEVELOPMENT	152	30,514	-	17,100	\$ 47,614
6	ALTERNATIVE DEVELOPMENT & ANALYSIS	132	30,512	-	11,100	\$ 41,612
7	PROJECT PRIORITIZATION	120	29,603	-	-	\$ 29,603
8	PRESENTATIONS TO STEERING COMMITTEE	103	19,795	100	-	\$ 19,895
9	PACKAGE PREFERRED CAPITAL INVESTMENT	227	47,174	-	4,000	\$ 51,174
10	SUPPORT STAKEHOLDER EDUCATION & INVOLVEMENT	75	13,072	100	-	\$ 13,172
11	FINANCIAL ANALYSIS	257	45,056	3,400	-	\$ 48,456
12	FORCE MAIN CONTINGENCY PLANNING	150	30,881	-	700	\$ 31,581
13	MASTER PLAN PREPARATION	219	38,535	100	750	\$ 39,385
TOTAL		2,707	485,977	15,474	36,150	537,601
Expenses other than subconsultants will be charged without mark-up in the following categories:						
<i>Mileage: \$0.56/mile</i>						
<i>Airfare</i>						
<i>Vehicle Rental</i>						
<i>Lodging</i>						
<i>Travel Meals</i>						
<i>Equipment Rental</i>						
<i>Document Production/Reproduction (for reports, presentations, graphics for stakeholder communications)</i>						
Subconsultant costs will include a 5% mark-up						

HOODLAND MASTER PLAN

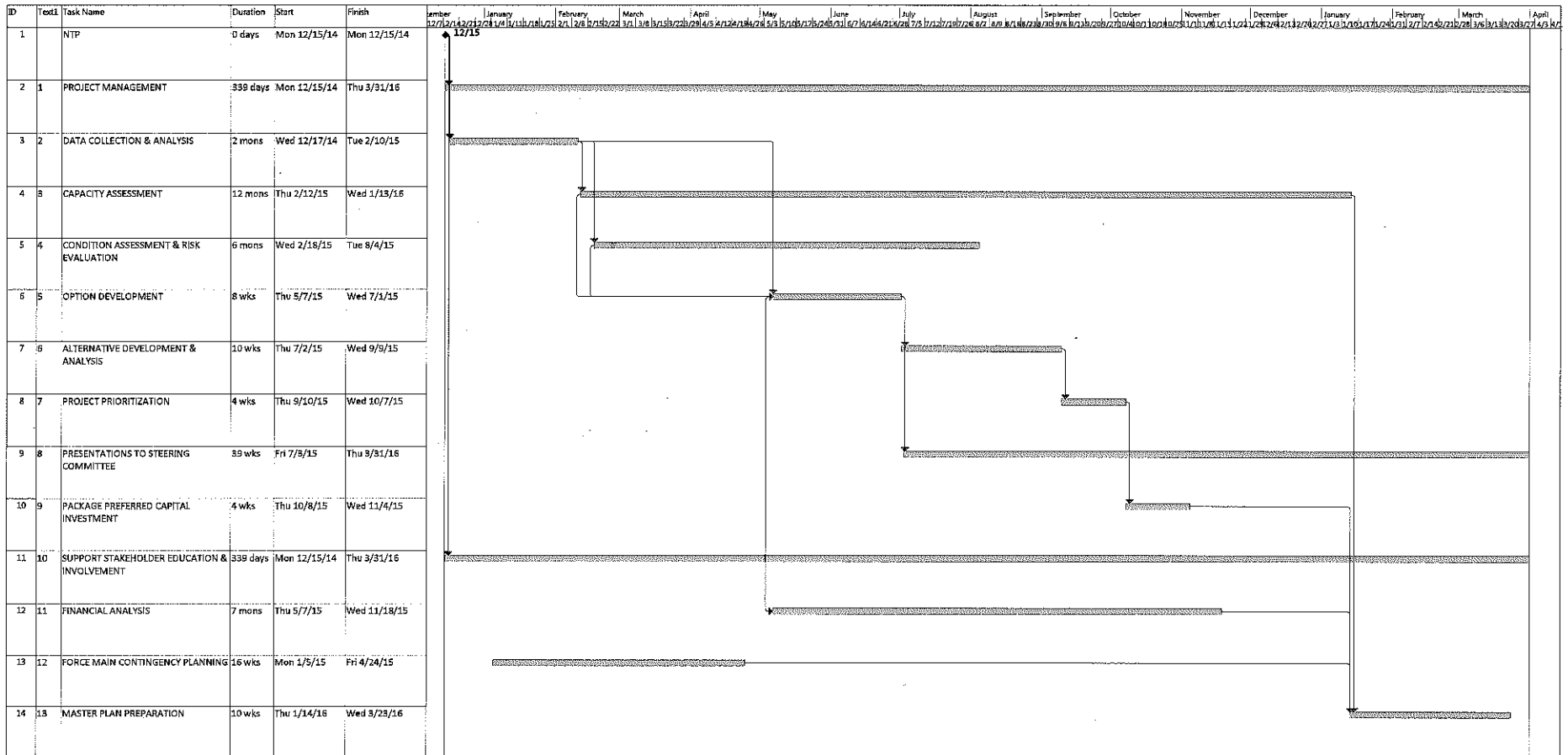
Level of Effort and Fee Estimate

Staff	Mark Johnson (Project Manager)	Dale Jutila (Asset Management)	Rick Atanasio (Project Engineer Collections)	Michelle Burkhardt (Project Engineer Treatment)	Jeff Sanford (PS Assessment)	Dan Buonadonna (Pipeline Assessment)	Mark Anderson (Modeling)	Daniel Malmon (Geomorphologist)	Quiterie Cotton (Efr. & Biosolids Disposal)	Alan Ispass (Asset Management)	Dan Spaicher (Asset Management)	Harry Sellers (Asset Management)	Dennis Jackson (Financial)	Kurt Playstead (Financial)	Tom Jones (Cost Estimator)	Joe Roberg (QC Manager)	Staff Engineer	Accountant/ Administration	Total Hours By Task	Sub-Total	Expenses	Subconsultants (Century West)	Total Cost By Task
	Hourly Rate:	\$284.35	\$227.78	\$241.57	\$209.98	\$225.15	\$159.78	\$189.66	\$182.88	\$176.10	\$348.67	\$253.67	\$111.90	\$233.38	\$139.39	\$190.27	\$208.13	\$112.00	\$98.00				
PROJECT TASKS																							
1	PROJECT MANAGEMENT																						
1.1	16															16		8	40	\$ 8,648			\$ 8,648
1.2	20	6	6	6			6									6	4	8	54	\$ 12,598	\$250	\$650	\$ 13,498
1.3	54															8	60	100	222	\$ 33,340	\$450		\$ 33,790
2	DATA COLLECTION & ANALYSIS																						
2.1	2																16		18	\$ 2,361			\$ 2,361
2.2	4		4	8		4	6										22		48	\$ 8,025	\$100	\$1,860	\$ 9,975
2.3	2		4					22											28	\$ 5,568	\$100		\$ 5,658
2.4	4		1	1													32	3	41	\$ 5,461			\$ 5,461
3	CAPACITY ASSESSMENT																						
3.1	6		6				16										115		143	\$ 19,070	\$450		\$ 19,520
3.2	6		6				8										76		96	\$ 13,185	\$424		\$ 13,609
3.3	2						4										8		14	\$ 2,223			\$ 2,223
3.4	2																46		48	\$ 5,721			\$ 5,721
3.5	2																46		48	\$ 5,721			\$ 5,721
3.6				16															16	\$ 3,360			\$ 3,360
3.7	4		8				12										82	4	110	\$ 14,914			\$ 14,914
4	CONDITION ASSESSMENT & RISK EVALUATION																						
4.1	2	4								4							3		13	\$ 3,211			\$ 3,211
4.2	2	2								4							21		29	\$ 4,771			\$ 4,771
4.3		2								4		36					6		48	\$ 6,551			\$ 6,551
4.4			4			40											8		52	\$ 8,253			\$ 8,253
4.5		4		4	26					6		76							116	\$ 18,201	\$10,000		\$ 28,201
4.6	6	20	6							24							32		88	\$ 19,663			\$ 19,663
5	OPTION DEVELOPMENT																						
5.1	6	4	2	4													8		24	\$ 4,836		\$2,400	\$ 7,236
5.2	10	12	8	8													16		54	\$ 10,981		\$11,000	\$ 21,981
5.3	8	12	16	16													22		74	\$ 14,697		\$3,700	\$ 18,397
6	ALTERNATIVE DEVELOPMENT & ANALYSIS																						
6.1	12	20	12	12															56	\$ 13,386		\$7,250	\$ 20,636
6.2	4	8	4	4													8		28	\$ 5,662		\$2,200	\$ 7,862
6.3	8	16	16	8															48	\$ 11,464		\$1,650	\$ 13,114
6.4	<i>Not Part of Initial NTP</i>																						
7	PROJECT PRIORITIZATION																						
7.1	16	16									16								48	\$ 12,251			\$ 12,251
7.2	12	20	16								20						4		72	\$ 17,352			\$ 17,352
8	PRESENTATIONS TO STEERING COMMITTEE																						
8.1	38	8		8													49		103	\$ 19,785	\$100		\$ 19,885
9	PACKAGE PREFERRED CAPITAL INVESTMENT																						
9.1			12												80	6			98	\$ 19,369			\$ 19,369

	Staff	Mark Johnson (Project Manager)	Pete Jutila (Asset Management)	Rick Attanasio (Project Engineer Collections)	Michelle Burkhardt (Project Engineer Treatment)	Jeff Sanford (PS Assessment)	Dan Buonadonna (Pipeline Assessment)	Mark Anderson (Modeling)	Daniel Malmon (Geomorphologist)	Quitterie Colton (Eff. & Biosolids Disposal)	Alan Knyass (Asset Management)	Dan Spatcher (Asset Management)	Harry Sellers (Asset Management)	Benjis Jackson (Financial)	Kurt Playstead (Financial)	Tom Jones (Cost Estimator)	Joe Broberg (CC Manager)	Staff Engineer	Accountant/ Administration	Total Hours By Task	Sub-Total	Expenses	Subconsultants (Century West)	Total Cost By Task	
	Hourly Rate:	\$284.35	\$227.78	\$241.57	\$209.98	\$225.15	\$159.78	\$189.86	\$182.86	\$176.10	\$348.67	\$253.57	\$111.90	\$233.36	\$139.39	\$190.27	\$208.13	\$112.00	\$96.00						
9.2	Create Capital Improvement Packages	16	16	24	12													20	5	20	86	\$ 16,752	\$2,200	\$ 20,952	
9.3	Preliminary Costs of Combined Alternatives	8		8																	41	\$ 9,053	\$1,800	\$ 10,853	
10	SUPPORT STAKEHOLDER EDUCATION & INVOLVEMENT																								
10.1	Public Involvement Support	16	8	8															40	3	75	\$ 13,072	\$100	\$ 13,172	
11	FINANCIAL ANALYSIS																								
11.1	Preliminary Financial Plan & Model	2	12											10	36				4	64	\$ 11,038			\$ 11,038	
11.2	Draft Rate Impacts	4	16											24	80				9	133	\$ 22,398			\$ 22,398	
11.3	District Coordination	4	10											20	24				2	60	\$ 11,620	\$3,400		\$ 15,020	
12	FORCE MAIN CONTINGENCY PLANNING																								
12.1	Plan Requirements	12		8	8					8											36	\$ 8,433			\$ 8,433
12.2	Plan Development	16		24	4				12	12						14	8	20	4	114	\$ 22,446	\$700		\$ 23,146	
13	MASTER PLAN PREPARATION																								
13.1	Draft Master Plan	20	12	20	8			8		8									72	12	160	\$ 27,074	\$50	\$750	\$ 27,874
13.2	Final Master Plan	16	4	8	4			2		2									18	5	59	\$ 11,461	\$50		\$ 11,511
	Total Hours by Staff	362	232	231	131	26	44	62	34	30	42	36	112	54	140	114	49	854	154	2,707	\$ 485,977	\$15,474	\$36,150	\$537,601	

EXHIBIT B

EXHIBIT B



Project: Hoodland Schedule-v4	Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress
	Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline		Progress
	Milestone		Inactive Task		Manual Task		Manual Summary		External Task		Progress		Manual Progress