

# AGENDA

**Thursday, January 19, 2017 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2017-03

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

**II. HOUSING AUTHORITY PUBLIC HEARING**

1. Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) Hearing on the Issuance of Private Activity Bonds for the Development of the Rosewood Terrace Apartment Project (Chuck Robbins, HACC)

**III. HOUSING AUTHORITY CONSENT AGENDA**

1. Approval of a TEFRA Resolution Declaring Clackamas County's Approval of the Housing Authority of Clackamas County (HACC) Intent to Issue Revenue Bonds for the Development of the Rosewood Terrace Apartment Project

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

1. Board Order No. \_\_\_\_\_ Approving Boundary Change Proposal CL 16-011, Formation of a Molalla Aquatic District (Ken Martin, Boundary Change Consultant, Chris Storey, County Counsel)

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

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

1. Approval of a Cooperation Agreement with Red Lodge Transition Services and the Housing and Community Development Division for the Acquisition of Residential Property – *Housing & Community Development*

**B. Department of Transportation & Development**

1. Approval of a Sub-recipient Agreement with the Clackamas Service Center to Implement a DEQ Materials Management Grant for Improved Food Donation Capacity at the Clackamas Service Center
2. Approval of Amendment No. 2 to the Contract with Harper Houf Peterson Righellis (HHP), Inc. for Construction Services of the SE 122<sup>nd</sup> Ave. & 132<sup>nd</sup> Ave. Sidewalk Connections Project – *Procurement*
3. Approval of a Contract with Trafficware Group Inc. for the SE Sunnyside Road Traffic Adaptive Signal Control Technology System - *Procurement*

**C. Elected Officials**

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

**D. Department of Disaster Management**

1. Approval of FY15 Urban Area Security Initiative (UASI) Sub-recipient Grant Agreement with Sunrise Water Authority
2. Approval of FY17 State Homeland Security Grant Program Application to the State of Oregon for Seven Projects

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

1. Approval of Amendment No. 2 with Metro Related to Recently Conveyed Damascus Vogel Property from Clackamas County

**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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. [www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)**

January 19, 2017

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

TEFRA Hearing on the Issuance of Private Activity Bonds for the  
Development of the Rosewood Terrace Apartment Project

<b>Purpose/Outcomes</b>	A Public Hearing before the HACC Board of Commissioners to receive comments on the use of Private Activity Bonds (PAB) for the development of an affordable housing project (TEFRA Hearing)
<b>Dollar Amount and Fiscal Impact</b>	PAB Application for \$32,000,000
<b>Funding Source(s)</b>	Private Activity Bond - Debt Management Division of the Oregon State Treasury
<b>Duration</b>	40-year principal and interest amortization period
<b>Previous Board Action</b>	The Board discussed the TEFRA Hearing at the November 22, 2016 Policy Session
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Ensure safe, healthy and secure communities</li> <li>• Sustainable and Affordable Housing</li> </ul>
<b>Contact Person</b>	Chuck Robbins, HACC Executive Director (503) 650-5666
<b>Contract Number</b>	N/A

**BACKGROUND:**

The Clackamas County Housing Authority (HACC), a division of the Health, Housing & Human Services Department request a TEFRA Hearing on the Issuance of Private Activity Bonds for the Development of the Rosewood Terrace Apartment Project.

As part of the bond approval process the HACC Board must hold a Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) hearing. This hearing is mandated by the Internal Revenue Service (IRS) and 1) informs the affected governmental units of a proposal to issue bonds within their jurisdiction, and 2) and provides a reasonable opportunity for residents and interested individuals to express their views on the issuance of bonds and the nature of the improvements and project for which the bond funds will be allocated.

The TEFRA hearing must be held before the Oregon Private Activity Bond Committee will approve the Bond application. The TEFRA Hearing requires that a Public Notice be published at least 14 days prior to the hearing date. The attached notice was advertised in the Oregonian on Friday, December 30, 2016. As included in the Notice the Bonds will be used to finance the acquisition and construction of an apartment complex containing a total of approximately 212 dwelling units, to be known as the Rosewood Terrace Apartments, to provide housing for low-income persons, as a qualified residential rental project under Section 142(d) of the Code.

The Rosewood Terrace Apartment project includes one hundred twelve 1 Bedroom/1 Bath units, ninety-two 2 Bedroom/2 Bath units, and eight 3 Bedroom/2 Bath Units. The current Fair Market Rents for a 2 Bedroom unit is \$1,242, which is less than actual market rent. This project keeps rent at \$761/Mo for 1BR/1 Bath, \$909/Mo for 2BR/2Bath, and \$1,044/Mo for 3 BR/2 Bath making it affordable to households making less than 60% of the Area Median Income. These units are required to remain affordable for a period of 60 years.

The Bond amount will not exceed \$32,000,000.

**RECOMMENDATION:**

Staff recommends the HACC Board of Commissioners hold the TEFRA Hearing.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard Swift", is written over the typed name and title.

Richard Swift, Director  
Health, Housing and Human Services

## NOTICE OF PUBLIC HEARING

The Housing Authority of Clackamas County (the "Authority") will hold a public hearing on January 19, 2017 at 10:00 a.m., at the Board of County Commissioners chamber on the 4<sup>th</sup> Floor of 2051 Kaen Road, Oregon City, Oregon 97045, on the proposed issuance by the Authority pursuant to a plan of financing with respect to the project described below (the "Project") of certain obligations the interest on which will be excluded from gross income for federal income tax purposes pursuant to Sections 103 and 142 of the Internal Revenue Code of 1986, as amended (the "Code").

Project Description:	Finance the acquisition and construction of an apartment complex containing a total of approximately 212 dwelling units, to be known as the Rosewood Terrace Apartments, to provide housing for low-income persons, as a qualified residential rental project under Section 142(d) of the Code
Maximum Amount of Obligations:	\$32,000,000
Project Owner:	An Oregon limited partnership or limited liability company which is an affiliate of Pedcor Investments, A Limited Liability Company, a Wyoming limited liability company
Project Location:	8810 & 8850 SE Otty Road, Happy Valley, Oregon

The public is invited to attend the hearing and present oral or written testimony regarding the Project, or to submit written comments to the Authority at the above address to be received no later than the time of the hearing. The hearing will constitute the public hearing required by Section 147(f) of the Code. The Authority is committed to providing equal access to individuals with disabilities, consistent with the Americans with Disabilities Act and other state and federal laws prohibiting discrimination against individuals with disabilities. Anyone requiring an accommodation to participate in this hearing or to obtain information subject to this notice should contact the Authority, at least 24 hours prior to the time of the hearing, at 503-655-8279.

/s/ Chuck Robbins, Executive Director

January 19, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a TEFRA Resolution Declaring Clackamas County's Approval  
of the Housing Authority of Clackamas County (HACC) Intent to Issue  
Revenue Bonds for the Development of the Rosewood Terrace Apartment Project

<b>Purpose/Outcomes</b>	Approval of the issuance of Private Activity Bonds for the construction of a 212 unit affordable housing project on Otty Road called Rosewood Terrace Apartments
<b>Dollar Amount and Fiscal Impact</b>	\$32,000,000
<b>Funding Source(s)</b>	Private Activity Bond - Debt Management Division of the Oregon State Treasury
<b>Duration</b>	40-year principal and interest amortization period
<b>Previous Board Action</b>	The Board approved the Bond Inducement Resolution at a December 16, 2016 Business Meeting
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Ensure safe, healthy and secure communities</li> <li>• Sustainable and Affordable Housing</li> </ul>
<b>Contact Person</b>	Chuck Robbins, HACC Executive Director (503) 650-5666
<b>Contract Number</b>	N/A

**BACKGROUND:**

The Clackamas County Housing Authority (HACC) a Division of the Health, Housing & Human Services Department requests the approval to proceed with the application of a Private Activity Bond from the State of Oregon for the construction of the Rosewood Terrace Apartment project.

The TEFRA Resolution is an "official action" by the Clackamas County Board of Commissioners acknowledging that the TEFRA Hearing was held, and that Clackamas County approves the Housing Authority of Clackamas County's intent to issue bonds for the Rosewood Terrace project. The TEFRA Resolution identifies a not to exceed bond amount of \$32,000,000 and a not to exceed total project cost of \$63,000,000. The bond is necessary in order to move forward in developing a multifamily affordable housing complex at 8810 & 8850 Otty Road in Happy Valley.

Rosewood Terrace will bring 212 new units of affordable housing, which includes one hundred twelve 1 Bedroom/1 Bath units, ninety-two 2 Bedroom/2 Bath units, and eight 3 Bedroom/2 Bath Units. The current Fair Market Rents for a 2 Bedroom unit is \$1,242, which is less than actual market rent. This project keeps rent at \$761/Mo for 1BR/1 Bath, \$909/Mo for 2BR/2Bath, and \$1,044/Mo for 3 BR/2 Bath making it affordable to households making less than 60% of the Area Median Income. These units are required to remain affordable for a period of 60 years.

The financing structure of this project imposes minimal risk to the County and HACC because the developer is responsible for: 1) Guaranteeing completion of construction and achieving stabilization (e.g. lease up, minimum revenue targets and debt coverage ratio); and 2) Bond financing will be insured by the U.S. Department of Housing and Urban Development's (HUD) 221(d)(4) loan guarantee program. Therefore in the event of a default, debt service payments will be made by HUD. Because these are revenue bonds there is no recourse to the County in the event of a default.

With the approval of County Counsel, HACC has contracted with Foster Pepper PLLC, as independent Bond Counsel for this project. This TEFRA Resolution has been reviewed and approved by Bond Counsel.

**RECOMMENDATION:**

Staff recommends the Board approve the TEFRA Resolution. Additionally, staff recommends the Board authorizes HACC Executive Director to sign Private Activity Bond documents on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health, Housing and Human Services

**BEFORE THE BOARD OF COMMISSIONERS**  
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of the Board of County Commissioners of Clackamas County, Oregon, approving the issuance of not to exceed \$32,000,000 of revenue bonds by the Housing Authority of Clackamas County, for the Rosewood Terrace Apartments.

}                   **RESOLUTION**  
                          **NO. 1918**

WHEREAS, Clackamas County, Oregon (the "County"), is a county duly organized and existing under and by virtue of the Constitution and laws of the State of Oregon; and

WHEREAS, ORS 456.120(18) provides that a housing authority may, among other things and if certain conditions are met, "loan money to ... an individual, partnership, corporation or other association to finance, plan, undertake, construct, acquire, manage or operate a housing project"; and

WHEREAS, ORS 456.055 and 456.175 provide that a housing authority may issue bonds, notes, interim certificates, debentures or other obligations for any of its corporate purposes; and

WHEREAS, the Housing Authority of Clackamas County (the "Authority") has advised the Board of County Commissioners of the County that the Authority intends to issue certain bonds, notes or other obligations (the "Obligations") in the maximum aggregate principal amount of not to exceed \$32,000,000, pursuant to ORS 456.005 to 456.235 and a plan of financing (the "Plan of Financing") with respect to the acquisition and construction of an apartment complex to contain a total of approximately 212 dwelling units, to be known as Rosewood Terrace Apartments and to be located at 8810 & 8850 SE Otty Road, Happy Valley, Oregon, to provide housing for low-income persons (the "Project") that will be owned by an Oregon limited partnership or limited liability company (the "Borrower") which is an affiliate of Pedcor Investments, A Limited Liability Company, a Wyoming limited liability company; and

WHEREAS, Section 147(f)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the Authority cannot issue the Obligations except upon the approval of both the municipality under the auspices of which it was created, which is the County, and the county, city or town within whose planning jurisdiction the Project lies, which is also the County; and



# BEFORE THE BOARD OF COMMISSIONERS

OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of the Board of County Commissioners of Clackamas County, Oregon, approving the issuance of not to exceed \$32,000,000 of revenue bonds by the Housing Authority of Clackamas County, for the Rosewood Terrace Apartments

RESOLUTION NO. 1918  
Cont'd

WHEREAS, the Authority has advised the County that, following timely notice thereof being published in a newspaper of general circulation throughout Clackamas County, Oregon, a public hearing was held on January 19, 2017, in accordance with the requirements of Section 147(f) of the Code, on the proposed issuance of the Obligations pursuant to a Plan of Financing for the Project; and

WHEREAS, the Authority has provided the County with a written summary of the public testimony and any written comments received at such public hearing; and

WHEREAS, the Authority has advised the County that the Obligations to be issued by the Authority for the Project pursuant to the Plan of Financing (a) may consist of a line of credit and/or one or more issues (including refunding issues) of revenue bond anticipation notes to provide interim financing for the Project and one or more issues (including refunding issues) of long-term revenue bonds to provide permanent financing for the Project; (b) will be issued in accordance with a schedule such that the first issue of Obligations for the Project will be issued no later than one year after the date of this approval and any subsequent issue for the Project will be issued no later than three years after the issue date of the first such issue for the Project; (c) will not exceed a maximum aggregate principal amount of \$32,000,000 and (d) in calculating the maximum aggregate principal amount of Obligations issued for the Project pursuant to the Plan of Financing, the principal amount of any issue of Obligations used to currently refund a prior issue of Obligations will be disregarded to the extent that the principal amount of such refunding issue does not exceed the outstanding principal amount of such prior issue; and

WHEREAS, the Authority has further advised the County that the proceeds of the Obligations will be used to make one or more loans to the Borrower to finance the costs of the Projects;

BE IT RESOLVED BY THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS, as follows:

# BEFORE THE BOARD OF COMMISSIONERS

OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of the Board of County Commissioners of Clackamas County, Oregon, approving the issuance of not to exceed \$32,000,000 of revenue bonds by the Housing Authority of Clackamas County, for the Rosewood Terrace Apartments

RESOLUTION NO. 1918  
Cont'd

Section 1. The County approves the Plan of Financing for the Project, and each issue of Obligations that is timely issued by the Authority for the Project in accordance with the Plan of Financing, the proceeds of which Obligations will be used to make a loan to the Borrower. This approval is intended to comply with the requirements of Section 147(f) of the Code in order to permit the issuance of the Obligations.

Section 2. This approval is not intended to imply that the County is under any obligation to repay the Obligations. In so approving the issuance of Obligations, the Board of County Commissioners does not assume any responsibility with respect to any payments due thereunder. The County is not obligated to pay the principal of or the interest on the Obligations; no tax funds or governmental revenue of the County may be used to pay the principal of or the interest on the Obligations; the Obligations do not directly or indirectly constitute a debt or liability of the County; and neither the faith and credit nor the taxing power of the County is pledged to the payment of such principal or interest.

Section 3. This approval is not intended to serve as any land use, permit, occupancy, zoning or other approval for the Project not expressly set forth in this resolution.

Section 4. This resolution shall take effect immediately upon its passage and approval.

ADOPTED by the Board of County Commissioners of Clackamas County, Oregon, at an open public meeting thereof, this 19th day of January, 2017.

DATED this 19 day of January, 2017.

BOARD OF COMMISSIONERS OF THE HOUSING  
AUTHORITY OF CLACKAMAS COUNTY, OREGON

\_\_\_\_\_  
Jim Bernard, Chair

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

## CERTIFICATION

I, the undersigned, the duly chosen, qualified and acting Clerk of the Board of County Commissioners of Clackamas County, Oregon (the "County") and keeper of the records of the Authority, CERTIFY:

1. That the attached Resolution No. 1918 (the "Resolution") is a true and correct copy of the resolution of the Board of County Commissioners (the "Board") of the County, as finally adopted at a meeting of the Board held on January 19, 2017, and duly recorded in the minute books of the County.

2. That such meeting was duly convened and held in all respects in accordance with law, and, to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a majority of the members of the Board of County Commissioners of the County present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Clerk of the Board of County Commissioners



**OFFICE OF COUNTY COUNSEL**

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

**Stephen L. Madkour**  
COUNTY COUNSEL

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

January 17, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

**Board Order for Boundary Change Proposal CL 16-011  
for the Formation of a Molalla Aquatic District**

<b>Purpose/Outcomes</b>	Conduct Public Hearing/Approve Order
<b>Dollar Amount and Fiscal Impact</b>	None for County, Imposition of \$ 0.29/\$1000 A.V. tax on Property Owners in District
<b>Funding Source</b>	Property Tax
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
<b>Contact Person</b>	Ken Martin, Boundary Change Consultant - 503 222-0955 Chris Storey, Assistant County Counsel

**BACKGROUND**

The County Board is charged with making boundary change decisions (annexations, withdrawals, formations, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district the formation of which the Board must act on is a park & recreation district. The proposed Molalla Aquatic District is a park & recreation district authorized under Oregon Revised Statute (ORS) 266 (the "Proposed District"). This is a formation proposal to create a new district. The Proposed District would have an independently elected board that would govern it post-formation.

This proposal was initiated by a consent petition of electors. The petition meets the requirement for initiation set forth in ORS 198.800, ORS 198.750 (section of statute which specifies contents of petition) and ORS 198.755 (specifies required number of signers). The petitioners first received approval to circulate from the County Clerk, and subsequently submitted a petition for certification of the gathered signatures. The Clerk, after validating that a sufficient number of signatures were gathered to allow the petition to move forward, advanced the petition to the Office of County Counsel for review. After discussion with petitioner representatives, County Counsel agreed that the petition met the minimum standards for the petition, although the economic feasibility report contains less information than typically submitted in this type of formation.

The territory to be included consists of the entirety of the Molalla River School District including the City of Molalla. The area is about 250 square miles and contains a population of approximately 18,000. Members of the school district have been participants in the petition process and the school district generally is aware of and supportive of formation of the Proposed District.

As required by statute the Molalla City Council has approved the inclusion of the City of Molalla within the boundaries of the Proposed District.

State statute requires the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting at least three notices in public places and one notice near the County hearing room 15 days prior to the hearing; 2) Published notice twice in the Molalla Pioneer newspaper.

At this first hearing, the Board receives public testimony on the matter. It may decide after such testimony to (i) tentatively approve, (ii) modify, or (iii) reject the petition. If the Board tentatively approves the proposal, a second hearing will be held on February 9, 2017 at which time the Board could set the matter for an election on May 16, 2017. If modified, the modification would be considered and public input received on February 9<sup>th</sup>. If rejected, the petition is denied and no proposal will go before voters.

The Board's role is to vet proposals for their appropriateness and viability before allowing them to go forward to voters. Approval by the Board does not signify that the Board approves of the petition's goals, only that it approves that the issue is appropriate for voters to consider.

## **REASON FOR FORMATION**

The petitioners desire formation of the Proposed District to provide funds to manage and operate the Aquatic Center located at 432 Francis Street in Molalla.

## **LEGAL REQUIREMENTS/CRITERIA**

Oregon Revised Statute 198.749 requires completion of an "economic feasibility statement" prior to circulation of petitions to form a district. "The economic feasibility statement shall form the basis of the proposed permanent rate limit for operation taxes required by ORS 198.750(1)(g). The economic feasibility statement shall contain.

- (1) A description of the services and functions to be performed or provided by the proposed district;
- (2) An analysis of the relationships between those services and functions and other existing or needed government services; and
- (3) A proposed first year line item operating budget and projected third year line item operating budget for the new district that demonstrate its economic feasibility."

Petitioners submitted a two page Economic Feasibility Statement (see Attachment A) which meets the minimum requirements of the statute.

Oregon Revised Statute 198.805 directs the Board to "determine in accordance with the criteria prescribed in ORS 199.462 whether the area could be benefited by the formation of the district."

Past attempts to create a park & recreation district in the area established that there is interest in providing a swimming facility in the area. The primary reason for the closing of the existing facility in Molalla appears to be lack of a funding source for maintenance and operation. Formation of the District would allow for the reopening of the pool to the benefit of the residents of the area. Support for this proposal is further demonstrated by the fact that 1946 registered voters petitioned for the formation.

ORS 199.462 requires consideration of "local comprehensive planning for the area, economic, demographic and sociological trends and projections pertinent to the proposal, past and prospective physical development of land that would directly or indirectly be affected by the proposed boundary change . . . and the goals adopted under ORS 197.225."

## **LAND USE PLANNING**

### *COUNTY PLANNING*

The Non-Urban area land use map of the Clackamas County Comprehensive Plan identifies the majority of the proposed district (outside the City of Molalla) as Forest, Agricultural and Rural.

Policy 3.0 of the Parks And Recreation element of the Comprehensive Plan states:

Provision of recreation in rural areas must be closely coordinated with other local, state and federal agencies (e.g., school districts, Willamette Greenway Program).

## **ECONOMIC, DEMOGRAPHIC AND SOCIOLOGICAL TRENDS AND PROJECTIONS**

No information relative to these subjects was included in the submission by the petitioners. Examination of previous proposals to form such a district in this area (Boundary Commission Proposal No. 3326 in 1994 and Boundary Commission Proposal No. 3540 in 1997) indicated a general desire for the primary service (a public swimming pool) and demonstrated the economic feasibility of the area to bear the cost of the service. Both of those previous attempts were defeated at elections.

## **PAST AND PROSPECTIVE PHYSICAL DEVELOPMENT OF THE LAND**

Past analyses found little effect of such proposals on physical development of land. The primary effect of the districts' formation related to the costs of the service and the willingness or unwillingness of the residents to bear that cost.

## **FACILITIES AND SERVICES**

The only facility/service to be offered by the proposed district is the operation and maintenance of the existing swim pool in Molalla. The pool was built by the Molalla School District with proceeds from a bond issue in 2000. The City of Molalla committed to operation of the pool and did so for ten years before negotiating an agreement with the School to end its commitment. The pool has been closed since September, 2014 because neither the School District nor the City have the funds to operate and maintain it.

The Molalla River School District and the City of Molalla support the formation of this district. An Economic Feasibility Statement submitted by these two units of government estimates that, conservatively, a tax rate \$ 0.29/\$1,000 A.V. will suffice to provide long term operation and maintenance of the pool.

## **NEXT STEPS**

If the Board agrees that the District should be approved it should set February 9, 2017 for the required second hearing. At that time the Board would set an election on the matter for May 16, 2016. That election should clearly indicate that a single question is being proposed: whether to form the district and whether to approve the proposed permanent tax rate of \$ 0.29/\$1,000 Assessed Value (ORS 198.815(4)(a)).

## **RECOMMENDATION**

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-16-011, formation of Molalla Aquatic District.

Respectfully submitted,

Chris Storey  
Assistant County Counsel

In the Matter of Approving  
Boundary Change Proposal  
No. CL 16-0101

ORDER NO.

This matter coming before the Board at this time, and it appearing that more than 15% of the electors in the area have petitioned to form an ORS 266 park and recreation district to be known as the Molalla Aquatic District;

It further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapter 198; and

It further appearing that this matter came before the Board for public hearing on January 19, 2017 and that a decision of initial approval was made on January 19, 2017;

It further appearing that the Board of County Commissioners is required to hold a second hearing as required by ORS 198.810 (2); and

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL-16-011 (as described in Exhibit B) is initially approved for the reasons stated in attached Exhibit A and that a final hearing on Boundary Change Proposal No. CL-16-011 will be held on February 9, 2017.

ADOPTED this 19th day of January, 2017.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Clerk of the Board



## FINDINGS

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

1. The territory to be included in the proposed district consists of the entirety of the Molalla River School District including the City of Molalla. The area is about 250 square miles and contains a population of approximately 18,000.
2. The petitioners desire formation of the district to provide funds to manage and operate the Aquatic Center located at 432 Francis Street in Molalla.
3. Oregon Revised Statute 198.749 requires completion of an “economic feasibility statement” prior to circulation of petitions to form a district. “The economic feasibility statement shall form the basis of the proposed permanent rate limit for operation taxes required by ORS 198.750(1)(g). The economic feasibility statement shall contain.
  - (1) A description of the services and functions to be performed or provided by the proposed district;
  - (2) An analysis of the relationships between those services and functions and other existing or needed government services; and
  - (3) A proposed first year line item operating budget and projected third year line item operating budget for the new district that demonstrate its economic feasibility.”

Petitioners submitted a two page Economic Feasibility Statement which meets the minimum requirements of the statute.

4. Oregon Revised Statute 198.805 directs the Board to “determine in accordance with the criteria prescribed in ORS 199.462 whether the area could be benefited by the formation of the district.”

Past attempts to create a park & recreation district in the area established that there is interest in providing a swimming facility in the area. The primary reason for the closing of the existing facility in Molalla appears to be lack of a funding source for maintenance and operation. Formation of the District would allow for the reopening of the pool to the benefit of the residents of the area. Support for this proposal is further demonstrated by the fact that 1946 registered voters petitioned for the formation.

ORS 199.462 requires consideration of “local comprehensive planning for the area, economic, demographic and sociological trends and projections pertinent to the proposal, past and prospective physical development of land that would directly or indirectly be affected by the proposed boundary change . . . and the goals adopted under ORS 197.225.”

5. The Non-Urban area land use map of the Clackamas County Comprehensive Plan identifies the majority of the proposed district (outside the City of Molalla) as Forest,

Agricultural and Rural.

Policy 3.0 of the Parks And Recreation element of the Comprehensive Plan states:

Provision of recreation in rural areas must be closely coordinated with other local, state and federal agencies (e.g., school districts, Willamette Greenway Program).

6. No information relative to economic, demographic and sociological trends and projections was included in the submission by the petitioners. Examination of previous proposals to form such a district in this area (Boundary Commission Proposal No. 3326 in 1994 and Boundary Commission Proposal No. 3540 in 1997) indicated a general desire for the primary service (a public swimming pool) and demonstrated the economic feasibility of the area to bear the cost of the service. Both of those previous attempts were defeated at elections.
7. Past analyses of proposals to form a recreation district found little effect of such proposals on physical development of land. The primary effect of the districts' formation related to the costs of the service and the willingness or unwillingness of the residents to bear that cost.
8. The only facility/service to be offered by the proposed district is the operation and maintenance of the existing swim pool in Molalla. The pool was built by the Molalla School District with proceeds from a bond issue in 2000. The City of Molalla committed to operation of the pool and did so for ten years before negotiating an agreement with the School to end its commitment. The pool has been closed since September, 2014 because neither the School District nor the City have the funds to operate and maintain it.

The Molalla River School District and the City of Molalla support the formation of this district. An Economic Feasibility Statement submitted by these two units of government estimates that, conservatively, a tax rate \$ 0.29/\$1,000 A.V. will suffice to provide long term operation and maintenance of the pool.

9. If the Board agrees that the District should be approved it should set February 9, 2017 for the required second hearing. At that time the Board would set an election on the matter for May 16, 2016. That election should clearly indicate that a single question is being proposed: whether to form the district and whether to approve the proposed permanent tax rate of \$ 0.29/\$1,000 Assessed Value (ORS 198.815(4)(a)).

## **CONCLUSIONS AND REASONS FOR DECISION**

Based on the Findings, the Board determined:

1. As required by ORS 198.749 petitioners submitted an Economic Feasibility Statement. The statement meets the minimum requirements of the statute.
2. As required by ORS 198.805 (1) and on the basis of Findings No. 4, 7 & 8 the Board finds that there is support for the formation and that the residents of the area may benefit from the formation of the District.

Molalla Aquatic District  
Economic Feasibility Statement  
Explanatory Statement

The desire for a swimming pool in the greater Molalla area has existed for over fifty years with a primary motivation of fostering water safety for children. A successful Molalla River School District general obligation bond election in 2000 provided the majority of the funding for the construction of a swimming facility. The City of Molalla obligated itself in an agreement with the school district to operate the swim center for fifty years.

The city operated the facility from the opening in April 2004 to its closing in September 2014. The city and school district negotiated a settlement that ended the obligation of the city to operate the pool.

The intent of the establishment of Molalla Aquatic District is to establish a permanent tax rate of twenty nine cents (.29) per thousand that will generate a dependable revenue source that will allow the swim center to reopen and operate continuously.

The attached Economic Feasibility Statement was established by utilizing historic data from the operation of the Molalla swim center and reviewing the cost of operations for similar facilities.

It is understood that the directors of the new district will make decisions in the future related to hours of operation, services and general operation that may differ from the assumptions used in this economic feasibility statement. The belief is that this document provides evidence that the conservative estimates of revenue and costs demonstrate that the requested permanent tax rate is sufficient to sustain the future operation of this facility.

It is acknowledged that the addition of this assessment under current law will cause other districts to collect less revenue due to compression. The Molalla Fire District and the Clackamas County Vector District have local option levies that will be affected. In addition there is a Clackamas County Public Safety local option levy that will be affected.

The unique services of the proposed Molalla Aquatic District are not replicated by any other existing districts. These services are of a benefit to the greater Molalla community and the only way to assure them being available continuously is the assessment of the proposed permanent tax rate.

# Molalla Aquatic District Economic Feasibility Statement

Budget Estimate/5 Year Forecast

	2017-18	2018-19	2019-20	2021H1	2021-22
<b>Revenues</b>		2.80%	2.80%	2.80%	
Property Tax (1)	\$ 478,058	\$ 491,444	\$ 505,204	\$ 519,350	\$ 533,892
Patronage (2)	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
<b>Total Revenues</b>	<b>\$ 578,058</b>	<b>\$ 591,444</b>	<b>\$ 605,204</b>	<b>\$ 619,350</b>	<b>\$ 633,892</b>

<b>Personal Services</b>	2	2.50%	2.50%	2.50%	2.10%
Retirement (3)	\$ 8,200	\$ 8,405	\$ 8,615	\$ 8,856	\$ 9,104
Worker's comp	\$ 8,136	\$ 8,339	\$ 8,548	\$ 8,787	\$ 9,033
ACA (Social Security)	\$ 12,966	\$ 13,290	\$ 13,623	\$ 14,004	\$ 14,396
Health Insurance	\$ 14,760	\$ 15,129	\$ 15,507	\$ 15,941	\$ 16,388
Director	\$ 61,500	\$ 63,038	\$ 64,613	\$ 66,423	\$ 68,282
Parttime employees	\$ 125,000	\$ 128,125	\$ 131,328	\$ 135,005	\$ 138,785
<b>Personal Services Total</b>	<b>\$ 230,562</b>	<b>\$ 236,326</b>	<b>\$ 242,235</b>	<b>\$ 249,017</b>	<b>\$ 255,990</b>
<b>Materials &amp; Services</b>					
Electricity	\$ 32,800	\$ 33,620	\$ 34,461	\$ 35,425	\$ 36,417
Water	\$ 24,000	\$ 27,000	\$ 27,675	\$ 28,450	\$ 29,246
Natural Gas	\$ 38,063	\$ 38,633	\$ 39,211	\$ 39,801	\$ 40,398
Garbage Disposal	\$ 1,200	\$ 1,230	\$ 1,261	\$ 1,296	\$ 1,332
Phone/Internet	\$ 3,500	\$ 3,500	\$ 4,000	\$ 4,000	\$ 4,000
Operation & Maintenance	\$ 20,000	\$ 20,500	\$ 21,013	\$ 21,601	\$ 22,206
Building Maintenance	\$ 10,250	\$ 10,506	\$ 10,769	\$ 11,070	\$ 11,380
Equipment Maint & Repair	\$ 35,000	\$ 35,875	\$ 36,772	\$ 37,801	\$ 38,860
Training	\$ 4,100	\$ 4,203	\$ 4,308	\$ 4,428	\$ 4,552
Dues & Memberships	\$ 769	\$ 788	\$ 808	\$ 830	\$ 854
Printing, Publication & Postage	\$ 5,125	\$ 5,253	\$ 5,384	\$ 5,535	\$ 5,690
Insurance Liability	\$ 16,400	\$ 16,810	\$ 17,230	\$ 17,713	\$ 18,209
Office Supplies	\$ 769	\$ 788	\$ 808	\$ 830	\$ 854
Contract/Professional Services	\$ 30,000	\$ 30,750	\$ 31,519	\$ 32,401	\$ 33,309
Chlorine & Chemicals	\$ 5,000	\$ 5,125	\$ 5,253	\$ 5,400	\$ 5,551
<b>Materials &amp; Services Total</b>	<b>\$ 226,975</b>	<b>\$ 234,581</b>	<b>\$ 240,472</b>	<b>\$ 246,583</b>	<b>\$ 252,858</b>
<b>Capital Improvement</b>	<b>\$ 50,000</b>	<b>\$ 55,000</b>	<b>\$ 60,500</b>	<b>\$ 66,550</b>	<b>\$ 73,205</b>
<b>Reserves &amp; Contingency</b>	<b>\$ 70,521</b>	<b>\$ 65,536</b>	<b>\$ 61,998</b>	<b>\$ 57,199</b>	<b>\$ 51,839</b>
<b>Total Expenditures</b>	<b>\$ 578,058</b>	<b>\$ 591,444</b>	<b>\$ 605,204</b>	<b>\$ 619,350</b>	<b>\$ 633,892</b>

(1) Property Tax - This amount represents an estimate based on a spreadsheet provided by the Clatsop County Assessors Office. The assessment rate is .29 per \$1,000 of assessed value. An annual increase of 2.80% was applied.

(2) Patronage - All users will be charged for the use of the facility. This amount is based on historical data and no annual increase was applied.

(3) Retirement - This feasibility statement anticipates that the newly formed district will not participate in PERC.

## EXHIBIT B

### LEGAL DESCRIPTION

The entirety of the Molalla River School District located in Clackamas County, Oregon as that boundary exists on January 1, 2017.

January 19, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Cooperation Agreement with Red Lodge Transition Services and the Housing and Community Development Division for the Acquisition of Residential Property

<b>Purpose/ Outcome</b>	The Agreement will allow for the Housing and Community Development Division to work with the Red Lodge Transition Services to purchase a rural property to provide transitional housing and related services for women leaving treatment and shelters. The site provides ample space for group functions and culturally specific healing & educational activities. The selected property address is 21004 S. Highway 213, Oregon City, Oregon 97045. The property is 2.69 acres of land with road access to Highway 213. The purchase price of the property is \$395,000.
<b>Dollar Amount and Fiscal Impact</b>	Community Development Block Grant (CDBG) funds of \$150,000 as a grant and a CDBG loan of \$210,000 at 0% interest to be repaid in 5 years. Total CDBG funds requested for this project is \$360,000. No County General Funds will be used for this project.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development CDBG funds.
<b>Duration</b>	January 2017
<b>Previous Board Action/ Review</b>	CDBG Action Plan approved May 5, 2016
<b>Strategic Plan Alignment</b>	Provide sustainable and affordable housing. Ensure safe, healthy and sure communities.
<b>Contact Person</b>	Kevin Ko – Housing and Community Development: 503-655-8359
<b>Contract No.</b>	H3S 8045

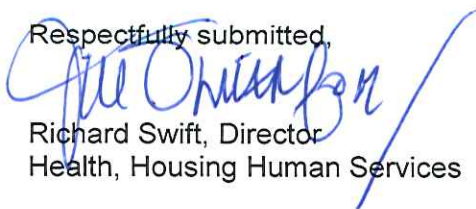
**BACKGROUND:**

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Cooperation Agreement with Red Lodge Transition Services for the purchase of a rural residential property to be used as transitional housing for women as allowed under U.S. Department of Housing and Urban Development (HUD) guidelines. The Agreement determines the roles of Red Lodge and the County regarding use of the property, contractual administration, purchase details as well as the duties of all parties involved with the acquisition process. The Agreement and related documents have been reviewed and approved by County Counsel on January 10, 2017.

**RECOMMENDATION:**

We recommend the approval of this Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

  
Richard Swift, Director  
Health, Housing Human Services

*Healthy Families. Strong Communities.*

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

www.clackamas.us

# COOPERATION AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON

AND

RED LODGE TRANSITION SERVICES

## I) Purpose:

- (A) This Cooperation Agreement (this "Agreement") is entered into between Clackamas County a political subdivision of the State of Oregon ("COUNTY") by and through its Housing and Community Development Division, and Red Lodge Transition Services, an Oregon nonprofit corporation ("RED LODGE") to provide a basis for a cooperative working relationship for purchasing property generally located at 21004 S. Highway 213, Oregon City, Oregon 97045, with a legal description of : Section 21 Township 3S Range 2E Tax Lot 02400. The Property includes an existing single family residence and will be used primarily to provide transitional services to women leaving incarceration and treatment facilities, with a focus on the Native American culture and values. The property will consist of the following improvements: 4 bedrooms, 3 bathrooms, multi-purpose areas, kitchen and administration space. RED LODGE will exclusively occupy the Property and provide program management on-site. The property is being purchased with Community Development Block Grant ("CDBG") funds and RED LODGE organizational funds. RED LODGE will be the owner of the Property. The Property will be subject to specific use restrictions and CDBG programmatic requirements contained herein and the associated Declaration of Land Use Restrictive Covenants for 10 years from the date of full execution of this Agreement.
- (B) This Project is intended to provide services to Low-to Moderate Income Individuals, as determined by the CDBG funding guidelines.

## II) Scope of Cooperation:

- (A) Under this Agreement the responsibilities of RED LODGE shall be as follows:
- 1) RED LODGE shall use the CDBG funds for the purchase and renovation of the property for the use described in Section 1A. No other use will be allowed without written county approval.
  - 2) RED LODGE shall assist the COUNTY with due diligence to determine the feasibility of the purchase, which will include an appraisal of the Property with no less than three (3) comparable properties, as provided by an licensed Appraiser within the State of Oregon.
  - 3) RED LODGE shall assist the COUNTY with due diligence to ensure the use of the property adheres to Land Use and Zoning requirements of the COUNTY for Rural Residential Farm Forest 5-Acre (RRFF-5) District. Refer to Clackamas County Zoning and Development Ordinance 316, pages 1 through 11, Last Amended January 4, 2016.
  - 4) RED LODGE agrees to report to the COUNTY information on the race and head-of-household status for each client. The report shall cover the period between July 1 to June 30 for each year or partial year upon purchase and



- occupancy of the Property. The report which has been made a part of the Agreement and is included as Attachment A shall be submitted to the COUNTY no later than the 31<sup>st</sup> day of August of each such year during the term of this Agreement.
- 5) RED LODGE shall be responsible for notifying the COUNTY for any and all work of substantial rehabilitation that exceeds a value of \$25,000 dollars or greater. Moreover, RED LODGE must provide written notice to COUNTY prior to work being started at the Property (land and improvements). Any contractor working on the Property shall adhere to the insurance requirements outlined in Part II, A., 6 as well as have a current CCB License with the State of Oregon or Washington.
  - 6) RED LODGE shall be required to hire a State of Oregon licensed Title Company to perform the following:
    - a) Conduct a title search for the property to ensure title is clear of encumbrances;
    - b) Provide an Escrow Account for the Property;
    - c) Prepare closing documents for the Property consistent with this Agreement; and
    - d) RED LODGE to purchase and maintain an owner's title insurance policy for the Property in the amount of the purchase price paid for the Property.
  - 7) RED LODGE agrees to maintain the Property for the life of the Project, which is 10 years from the fully executed date of this Agreement, a Declaration of Land Use Restrictive Covenants ("DLURC") with the COUNTY's Recorders Office acknowledging the use of CDBG funds in the purchase of the Property and the provisions of this Agreement. See Exhibit 1 for the form of the DLURC that shall be recorded with purchase of the Property.
  - 8) RED LODGE agrees to inform the COUNTY in writing prior to making any change in the use of the Property during the term of the Agreement. Should the new use not meet HUD eligibility criteria, and/or the clients no longer meet the HUD income guidelines, RED LODGE shall reimburse COUNTY as provided in 24 CFR Part 570.505. Said provision is attached as Attachment B and hereby made a part of this Agreement.
  - 9) Should the Property be sold or converted at any time before the ten year period expiration date of \_\_\_\_\_, 2027 to a non-qualifying use, RED LODGE agrees to reimburse the COUNTY as provided in 24 CFR Part 570.505.
  - 10) RED LODGE shall also adhere to the guidelines of 24 CFR Part 85, excerpted and attached hereto as ATTACHMENT C.
  - 11) RED LODGE agrees to complete the COUNTY's CDBG Match Funds form which identifies other sources of funding allocated for the PROJECT, substantially as attached hereto as ATTACHMENT D.

- (B) Under this Agreement the responsibilities of the COUNTY shall be as follows:
- 1) The COUNTY agrees to provide and administer available CDBG funds granted by the U.S. Department of Housing and Urban Development (“HUD”) to finance the PROJECT.
  - 2) The COUNTY shall conduct necessary environmental reviews described in 24 CFR part 570.604 of the CDBG regulations for compliance with requirements of the CDBG program.
  - 3) The COUNTY shall conduct due diligence to determine the feasibility of the purchase of the Property.
  - 4) The COUNTY shall provide funding towards the purchase of the Property (land and improvements) which may be improved as necessary by RED LODGE in order to provide transitional housing and related services for women of Low-to Moderate Income Limits as determined by HUD. The Income Limits for 2016 are shown below:

HUD Annual Income Limits for the Portland-Vancouver Metropolitan Area (As of March 2016)								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income	\$25,700	\$29,350	\$33,000	\$36,650	\$39,600	\$42,550	\$45,450	\$48,400
Low Income	\$41,100	\$46,950	\$52,800	\$58,650	\$63,350	\$68,050	\$72,750	\$77,450

The COUNTY will provide RED LODGE with updated income limits as they are made available from HUD.

- 5) The COUNTY shall adhere to the HUD guidelines pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (“URA”) to the extent applicable for the successful purchase of the Property (land and improvements) with RED LODGE.
- 6) The COUNTY shall provide reasonable and necessary staff for administration of this Agreement.

### III) Budget and Financial

- (A) The COUNTY will provide up to **\$360,000** dollars of CDBG funds to Red Lodge, allocated in the following manner:
1. **\$150,000** dollars will be grant funds,
  2. **\$210,000** dollars will be loan funds with zero percent (0.0%) interest for a period of five (5) years from the date of closing. At the end of the five year period, the loan shall be repaid to the COUNTY in full. Loan terms more fully described in EXHIBITS 2 Trust Deed and EXHIBIT 3 Promissory Note.

The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this PROJECT. The COUNTY will provide up to \$360,000 dollars of CDBG funds.

RED LODGE will be financially responsible for all funds needed for the purchase beyond the COUNTY's \$360,000 dollars available for the Project. In order to meet its CDBG program match obligations, Red Lodge shall invest not less than \$72,000 toward the purchase and renovation of the property.

- (B) The **\$360,000** dollars (\$150,000 CDBG funds + \$210,000 CDBG loan funds) available for the PROJECT, may be used for eligible costs associated with the acquisition and rehabilitation of the Property including paying earnest money fees, appraisal fee for selected property, closing costs fees as well as down payment funds, provided the purchase of the Property goes through the Title Company's closing proceedings.
- (C) The COUNTY will be the primary (1st) lienholder on the Property as described in Part I.A. A Trust Deed and a Declaration of Land Use Restrictive Covenants will be recorded against the property and shall be enforced for 10 years from the date of recording.
- (D) If RED LODGE fails to meet a national objective for allowed use from the CDBG Program under the HUD guidelines, the COUNTY reserves the right as primary lienholder to demand repayment of all CDBG investments as described in §570.505 (Attachment B).

#### **IV) Liaison Responsibility**

Patricia Jordan will act as liaison from RED LODGE Transition Services for this PROJECT. Steve Kelly and Kevin Ko will act as liaison from the COUNTY.

#### **V) Special Requirements**

- (A) Law and Regulations. The COUNTY and RED LODGE agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- (B) Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220 through 279B.235 are incorporated by this reference as though fully set forth.
- (C) Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- (D) Indemnification. RED LODGE agrees to indemnify, defend and hold harmless the COUNTY, its officers, elected officials, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of RED LODGE or its employees or agents, in performance of this Agreement. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY agrees to indemnify, defend and hold harmless RED LODGE, its officers, agents and employees from and against all liability, loss costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the COUNTY or its employees or agents, in performance of this Agreement.
- (E) Notice of Claims. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.

- (F) Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- (G) Access to Records. RED LODGE will ensure that the COUNTY, the State of Oregon, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- (H) Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the COUNTY are also expressly subject to the COUNTY receiving funds from HUD for this Project and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this Project or eighty percent of the costs of acquisition and renovation of the Property, whichever is less.
- (I) Conflict of Interest. No officer, elected official, board member, employee, or agent of RED LODGE or COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the CDBG Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services.
- (J) Insurance. RED LODGE will bear the risk of loss from fire, personal injury, extended coverage, and will purchase and maintain property insurance on all affected RED LODGE property. RED LODGE will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, RED LODGE shall be required to maintain flood insurance. RED LODGE shall keep in effect during the term of this Agreement, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of the COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. Each party agrees to maintain insurance, 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. RED LODGE must meet these insurance requirements until the termination of the Agreement.
- (K) Nondiscrimination. RED LODGE and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, religion, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order

11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

- (L) Handicapped Accessibility. RED LODGE agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- (M) Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by RED LODGE to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- (N) Evaluation. RED LODGE agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.
- (O) Reversion of Assets. RED LODGE shall ensure that the property covered under this Agreement is used to meet one of the National Objectives in CFR 570.208 for the full term of this Agreement. If the property is not used to meet one of the National Objectives for the full term of this Agreement, RED LODGE shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

## VI) **Amendment**

This Agreement may be amended at any time in writing with the concurrence of the Parties. Amendments become a part of this Agreement only after both Parties have signed the written amendment.

## VII) **Term of Agreement**

- A) This Agreement becomes effective when it is signed by both Parties.
- B) The term of this Agreement is a period beginning when it becomes effective and ending ten (10) years from the date signed by both Parties. The expiration date of this Agreement will be January \_\_\_\_\_, 2027.
- C) This Agreement may be suspended or terminated prior to the expiration of its term by:
  - 1. Written notice provided by the COUNTY in accordance with 24 CFR 85.43 resulting from material failure by RED LODGE to comply with any term of this Agreement; or
  - 2. Mutual agreement by the Parties in accordance with 24 CFR 85.44.
  - 3. Failure of Red Lodge to repay the \$210,000 Loan, which shall be an event of default hereunder.

- D) In addition to all other remedies available to the County and HUD under this Agreement and all related documents, upon termination of this Agreement, any unexpended balance of CDBG funds shall remain with the COUNTY.

**VIII. Integration**

This Agreement contains the entire agreement between RED LODGE and the COUNTY and supersedes all prior written or oral discussions.

**IX. 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.

**X. Oregon Law and Forum**

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

**XI. Waiver**

RED LODGE and COUNTY 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.

*[Signature Page Follows]*

The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

---

**Red Lodge Transition Services**

P.O. Box 55157

Portland, Oregon 97238

**CLACKAMAS COUNTY**

Commissioner Jim Bernard, Chair

Commissioner Ken Humberston

Commissioner Paul Savas

Commissioner Martha Schrader

Vacant

Signing on Behalf of the Board

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Patricia Jordan, Executive Director

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Richard Swift, Director  
Health, Housing and Human Services  
Department

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Date

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Date



**SCOTT CAUFIELD, MANAGER**  
**RESOURCE CONSERVATION AND SOLID WASTE PROGRAM**

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

January 19, 2017

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with the Clackamas Service Center to  
 Implement a DEQ Materials Management Grant for Improved  
Food Donation Capacity at the Clackamas Service Center.

<b>Purpose/Outcomes</b>	Funds the purchase of refrigeration equipment at the Clackamas Service Center letting them receive more donated food from businesses and partners. Implements a DEQ Grant Agreement.
<b>Dollar Amount and Fiscal Impact</b>	The Clackamas Service Center will receive reimbursement up to \$36,000 for new capacity to store frozen and fresh food.
<b>Funding Source</b>	Oregon Department of Environmental Quality. No County General Funds are involved.
<b>Duration</b>	Effective January 19, 2017 and terminates on October 31, 2017
<b>Previous Board Action</b>	The Board approved the grant agreement with DEQ on consent at its Business Meeting on October 6, 2016.
<b>Strategic Plan Alignment</b>	1. Enable businesses to reduce waste and recover materials for a higher value (in this case food for people in need). 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Eben Polk, RC&SW Program Supervisor – 503-742-4470
<b>Contract No.</b>	DTD- (Implements DEQ #107-16)

**BACKGROUND:**

The Resource Conservation & Solid Waste (RC&SW) program of the Department of Transportation and Development (DTD) requests approval of a subrecipient agreement with the Clackamas Service Center to implement a grant agreement between Clackamas County and the Oregon Department of Environmental Quality (DEQ). DEQ’s materials management grants are intended to help communities recover materials for a higher, more valuable use than disposal to a landfill. The grant and this subrecipient agreement will fund the purchase and installation of additional refrigeration equipment at the Clackamas Service Center. This will allow the CSC to accept and provide more edible food to hungry or food-insecure families and individuals, while also helping reduce the incidence of food wasted or disposed to the landfill by grocery stores, restaurants and other food-related businesses.

The agreement has a maximum value of \$36,000. This subrecipient agreement provides for the County to monitor progress of the project and identifies the responsibilities and obligations of the Clackamas Service Center pursuant to our grant agreement with the DEQ. Payment is on a reimbursement basis. County Counsel approved the subrecipient agreement as to form on January 9, 2017.



**RECOMMENDATION:**

Staff recommends the Board approve and sign this agreement on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eben Polk". The signature is written in a cursive style with a large initial "E" and "P".

Eben Polk, Supervisors  
Resource Conservation & Solid Waste Program  
Department of Transportation & Development

**Attachments:**

Subrecipient Agreement with Clackamas Service Center (for signature)  
DEQ Materials Management Grant Agreement



Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Amendment No. 2 to the Contract with  
Harper Houf Peterson Righellis (HHPR), Inc. for  
Construction Services of the SE 122nd Ave. & 132nd Ave. Sidewalk Connections Project

<b>Purpose/Outcomes</b>	Amendment of a contract for construction engineering support services.
<b>Dollar Amount and Fiscal Impact</b>	The original contract value for design services was \$139,257.86. Amendment #1 was for the addition of time. Amendment #2 for construction services adds \$21,657.88 for a new combined value totaling \$160,915.74.
<b>Funding Source</b>	ODOT Grant and Road Fund
<b>Duration</b>	The contract term is from contract execution (02/27/2014) through completion of project construction (12/31/2018).
<b>Previous Board Contact</b>	04/12/12: BCC Approval of IGA 28216 for Transportation Enhancement Grant Funding for the subject project 04/12/12: BCC Approval of IGA 28217 for Right of Way Services for the subject project 06/05/14: BCC Approval of IGA 29903 for Right of Way Services for the subject project, which replaces IGA 28217 02/19/15: BCC Approval of resolution declaring public necessity and purpose for acquisition of rights of way and easements and authorizing negotiations and eminent domain actions 04/30/15: BCC Approval of IGA 28216 Amendment #1 to change the obligation date for the construction phase to on or before April 30, 2016
<b>Strategic Plan Alignment</b>	This work aligns with Performance Clackamas Strategic Plan Priorities "Build a strong infrastructure" and "Ensure safe, healthy and secure communities"
<b>Contact Person</b>	Joel Howie, PE, DTD Engineering, Civil Engineering Supervisor, 503-742-4658.

In response to requests for needed infrastructural improvements, the Clackamas County Department of Transportation and Development (DTD) is preparing to construct approximately 2,300 feet of new curb and sidewalk in several segments on the west side of SE 122nd Avenue and the west side of SE 132nd Avenue. These new sidewalks will fill in the missing sidewalk sections on both streets between SE Sunnyside Road and SE Hubbard Road.

On April 30, 2013 staff advertised a request for qualifications to received consulting engineering services. On February 27, 2014 notice to proceed was given to HHPR, Inc. to begin consultant design of the above mentioned project in the amount of \$139,257.86. This proposed Amendment No. 2 in the amount of \$21,657.88 would provide construction support services on an "as-needed basis" during construction. The construction phase of the project is expected to begin early 2017 and be substantially complete in June 2017. Time for additional consultant support is included for the project's close-out phase.

This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under account line 416-7432-02105-481180-22200 for fiscal years 2016/2017 and 2017/2018.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approves and signs this amendment to the original consultant contract with HHPR, Inc. for additional design and construction support services of the SE 122nd Ave. & 132nd Ave. Sidewalk Connections Project.

Respectfully submitted,

Mike Bezner, PE  
Assistant Director of Transportation

Placed on the \_\_\_\_January 19, 2017\_\_\_\_ Agenda by the Purchasing Division.

**AMENDMENT #2**

**TO THE CONTRACT DOCUMENTS WITH HARPER HOUF PETERSON RIGHELLIS INC.  
FOR THE SE 122<sup>ND</sup> AVE AND SE 132<sup>ND</sup> AVE SIDEWALK CONNECTIONS**

This Amendment #2 is entered into between Harper Houf Peterson Righellis Inc. (“Contractor”) and the Clackamas County Department of Transportation and Development (“County”) and it shall become part of the Contract documents entered into between both parties on January 19, 2014.

The Purpose of the Amendment #2 is to make the following changes to the Contract;

1. Section I. Compensation is hereby changed as follows:  
The Contract expiration date is hereby changed from December 31, 2016 to **December 31, 2018**. The project is moving into the construction phase and additional funds are needed to complete the project. Amendment #2 adds \$21,657.88 per **Exhibit A**, attached and hereby incorporated by reference. The maximum compensation authorized under this contract shall not exceed \$160,915.74.

Original Contract Amount	\$ 139,257.86
Amendment #1	Time Extension
<b>Amendment #2</b>	<b>\$ 21,657.88 + Time</b>
<b>Contract Total</b>	<b>\$ 160,915.74</b>

2. ADD Items to Section III:  
**Section III. Constraints Items C and D:**

C. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty of this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County’s setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

- iv. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
- D. The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:
- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
  - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

3. Section VI. Termination-Amendment Item A is hereby deleted in its entirety and replaced with:

**VI. TERMINATION - AMENDMENT**

A. TERMINATIONS. This Contract may be terminated for the following reasons: 1) This Contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon thirty (30) days' written notice to the Contractor; 2) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; 3) This Contract may also be immediately terminated by County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from County, fails to correct such failure within ten (10) business days; 4) If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

4. ADD Section VII. Execution and Counterparts:

**VII. EXECUTION AND COUNTERPARTS:**

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

Harper Houf Peterson Righellis Inc.  
205 SE Spokane Street, Ste. 200  
Portland, OR 97202

CLACKAMAS COUNTY BOARD OF  
COMMISSIONERS BY:

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name, Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

227670-81  
Oregon Business Registry Number

Approved as to Form:

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

DBC / OR  
Entity Type / State of Formation

\_\_\_\_\_  
Date



M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a contract with Trafficware Group Inc. for  
SE Sunnyside Road Traffic Adaptive Signal Control Technology System

<b>Purpose/Outcomes</b>	Approval to proceed with a contract for procurement of Traffic Adaptive Signal Control Technology System for Sunnyside Road from Trafficware Group Inc.
<b>Dollar Amount and Fiscal Impact</b>	Total contract cost of \$328,750.00 with five (5) years of maintenance support. Fed fund: \$294,987 County Match (10.27%): \$33,763
<b>Funding Source</b>	Federal-Aid Surface Transportation Program (STP) County Road Fund
<b>Duration</b>	Approximately eighteen (18) months for implementation and five (5) years for support and maintenance
<b>Previous Board Contact</b>	IGA No. 29634 approved 12/12/2013 IGA No. 29634 Amendment No.1 approved 07/10/2014
<b>Strategic Plan Alignment</b>	This project will provide advance traffic control signal system (ITS) technology to safely and efficiently move goods and services on County road network. This project will build smart infrastructure (traffic signal system) and ensure safe, efficient, and healthy business and communities.
<b>Contact Person</b>	Bikram Raghubansh, Senior Traffic Engineer (503)742.4706.

Clackamas County Department of Transportation and Development is in the process of deploying a new traffic adaptive signal technology system along SE Sunnyside Road from the 8600 block to SE 122<sup>nd</sup> Avenue intersection.

For several decades, County has been using conventional time-of-day signal timing coordination along SE Sunnyside Road to synchronize traffic movements. Unlike the current system, the new adaptive signal system along with enhanced vehicle detection system upgrades (to be constructed with separate contract) is expected to be better at handling variability in traffic demand on the busiest County corridor.

To select the best suited technology in the market, a Request for Proposals was issued in March 14, 2016. At the time of closing on April 26, 2016, proposals were received from five (5) proposers: Trafficware Group Inc, Peek Traffic, Transcore, Rhythm Engineering and McCain Inc. The proposals were reviewed by an evaluation committee consisting of County engineering, maintenance and ODOT Region 1 engineering staff. Based on the criteria detailed in the RFP, the proposal by Trafficware Group Inc. was the one best meeting the needs of the

County for this project. After a lengthy approval process from ODOT and FHWA, the County has recently been authorized to execute this contract with Trafficware Group Inc.

This is federally funded project has an overall estimated cost of \$980,000. This contract with Trafficware Group Inc. will provide a new traffic signal central management system with new computer server, thirteen (13) new local traffic signal controller software and hardware upgrades, and the signal timing configuration. This purchase cost is **\$328,750, including support and maintenance for five (5) years.** The remaining vehicle detection upgrade (traffic signal modification project) work will be completed in a separate procurement process.

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

**RECOMMENDATION:**

Staff respectfully recommends Board approval of the contract with Trafficware Group Inc. to provide the SE Sunnyside Road Adaptive Signal Control Technology System and delegate approval to the Director of the Department of Transportation and Development to sign software license and maintenance agreements.

Respectfully submitted,

Mike Bezner  
Assistant Director

Placed on the Board of County Commissioners Agenda of January 19, 2017 by the Procurement Division





**NANCY S. BUSH**  
DIRECTOR

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

January 19, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of FY15 Urban Area Security Initiative (UASI)  
Subrecipient Grant Agreement with Sunrise Water Authority

<b>Purpose/Outcomes</b>	Approving the FY15 Subrecipient Grant Agreement between Clackamas County and Sunrise Water Authority (SWA) allows SWA to receive and/or benefit from UASI grant funds that pass through Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The UASI grant is a 100% federal share grant. Clackamas County acts as the pass-through for grant funds to sub-recipients, receiving full reimbursement for any expenses incurred. Upon approval of the Subrecipient Grant Agreement, SWA will be eligible to receive \$40,000 for two Variable Message System (VMS) Trailers.
<b>Funding Source</b>	The United States Department of Homeland Security, Federal Emergency Management Agency - no County General Funds are involved.
<b>Duration</b>	The FY15 UASI grant award period is effective from the date of signature by both parties through May 31, 2018.
<b>Previous Board Action</b>	The FY15 UASI Intergovernmental Agreement, which serves as the basis for this agreement, was approved by the Board of County Commissioners during the March 31, 2016 business meeting – agenda item 033116-D1.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Coordination and Integration of Planning and Preparedness</li> <li>2. Ensure Safe, Healthy and Secure Communities</li> </ol>
<b>Contact Person</b>	Nancy Bush, Director, 503-655-8665
<b>Contract No.</b>	Subrecipient grant agreement 17-030

**BACKGROUND:**

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

The agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve Subrecipient Grant Agreement #17-030 between Clackamas County and SWA.

Respectfully submitted,

Nancy Bush, Director



**NANCY S. BUSH**  
DIRECTOR

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

January 19, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of FY17 State Homeland Security Grant Program  
Application to the State of Oregon for Seven Projects

<b>Purpose/Outcomes</b>	Disaster Management requests approval to apply to the State of Oregon for the FY17 State Homeland Security Grant Program (SHSP). The State requires one collaborative application from each county. The Clackamas County application includes Clackamas County projects as well as projects for other county stakeholder agencies. If awarded, stakeholder agencies will receive direct award agreements.
<b>Dollar Amount and Fiscal Impact</b>	The total dollar amount of the application is \$714,998. Of the total amount, \$108,700 is requested by Disaster Management for two projects: Fuel Shortage Planning for Catastrophic Disasters (\$95,000) and Emergency Operations Center Training for Clackamas County jurisdictions (\$13,700). The grant is a 100% federal share grant that will reimburse Clackamas County up to the grant agreement amount for project costs. The remaining \$606,298 is for stakeholder projects that if awarded, will result in direct award agreements between the State and non-County agencies. These projects are: <ol style="list-style-type: none"> <li>1) \$3,598 - CERT Basic Equipment – Clackamas Fire District #1</li> <li>2) \$15,300 – Stop the Bleed – Clackamas Fire District #1</li> <li>3) \$50,000 – Smith Detection HazmatID Elite Unknown Hazardous Materials/WMD/CBRNE Detection – Clackamas Fire District #1</li> <li>4) \$8,300 – Family Reunification – Oregon Trail School District</li> <li>5) \$529,100 – Portable and Mobile Radios compatible with C800 system for Public Safety and Public Works – City of Milwaukie</li> </ol>
<b>Funding Source</b>	FY 2017 State Homeland Security Grant Program via the State of Oregon Military Department, Office of Emergency Management
<b>Duration</b>	The FY17 SHSP grant award period is estimated to be from September 15, 2017 through September 30, 2019.
<b>Previous Board Action</b>	The Board approved the application for this grant in study session on January 10, 2017.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Coordination and Integration of Planning and Preparedness</li> <li>2. Ensure Safe, Healthy and Secure Communities</li> </ol>
<b>Contact Person</b>	Nancy Bush, Director, 503-655-8665
<b>Contract No.</b>	Not applicable



**NANCY S. BUSH**  
DIRECTOR

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

**BACKGROUND:**

Each year, Clackamas County Disaster Management leads the development of the application for that fiscal year's State Homeland Security Grant Program. The projects are nominated and selected by the Homeland Security Task Force which is a group of Clackamas County public safety stakeholders. The funding provided in the grant awards allows the Disaster Management Department to maintain and enhance important emergency operations capabilities.

**RECOMMENDATION:**

Staff respectfully recommends Board approval of the FY17 SHSP grant application.

Respectfully submitted,

Nancy Bush, Director



**NORTH CLACKAMAS  
PARKS & RECREATION DISTRICT**

Administration

Scott Archer, Director  
North Clackamas Parks and Recreation District  
150 Beaver Creek Road  
Oregon City, OR 97045

January 19, 2017

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

Members of the Board:

Approval of Amendment No. 2 with Metro Related to Recently  
Conveyed Damascus Vogel Property from Clackamas County

<b>Purpose/Outcomes</b>	Provides for NCPRD agreement to hold the former Damascus Vogel property purchased with Local Share under the terms of the existing NCPRD / Metro IGA.
<b>Dollar Amount and Fiscal Impact</b>	<b>For no value. NCPRD to assume obligations with respect to the property under Metro Agreement</b>
<b>Funding Source</b>	N/A
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	Conveyance of property to NCPRD Approved by the Board at December 15, 2016 BCC Business Meeting
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Build public trust through good government – maintaining and providing park services and not letting former municipal assets go to waste.</li> <li>2. Honor, utilize, promote and invest in natural resources – supporting and providing natural resource access and utilization.</li> </ol>
<b>Contact Person</b>	<i>Scott Archer</i> , NCPRD Director, 503-742-4421

**BACKGROUND:**

At its December 15, 2016 Business Meeting, the Board of County Commissioners, acting in its capacity as the North Clackamas Parks and Recreation District (NCPRD) board, approved the acceptance of former City of Damascus parkland, known commonly as the Vogel parcel, from Clackamas County.

The Vogel property was originally acquired by the City of Damascus through the support and use of Metro greenspace bond dollars. There are certain restrictions on use and management that go with the use of the Metro greenspace dollars. NCPRD has a current agreement with Metro regarding the use of greenspace dollars. Metro requests that we enter into this Amendment to our existing IGA prior to the filing of the property deed in order to convey the interests to this parcel to NCPRD for park uses consistent with their existing Metro obligations.

**RECOMMENDATION:**

Staff recommends the Board approve this Amendment and authorize Gary Barth, BCS Director, to sign on behalf of North Clackamas Parks and Recreation District.

**ATTACHMENT:**

1. Amendment No. 2 to NCPRD – Metro IGA (Contract No. 927843, dated October 26, 2007 and further amended June 24, 2013)
2. NCPRD – Metro IGA (Contract No. 927843, dated October 26, 2007 and further amended June 24, 2013)

Respectfully submitted,

Scott Archer, Director  
North Clackamas Parks and Recreation District

INTERGOVERNMENTAL AGREEMENT

Natural Areas Bond Measure  
Local Share Component

This Intergovernmental Agreement (hereinafter the "Agreement"), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the "Effective Date"), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and North Clackamas Parks and Recreation District, located at 9101 SE Sunnybrook Blvd, Clackamas, OR 97015 (hereinafter referred to as the "Local Share Partner"), and shall remain in full force and effect for the period from April 1, 2007, until June 30, 2027.

RECITALS

WHEREAS, the electors of Metro approved Ballot Measure 26-80 on November 7, 2006, authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the "Measure"); and

WHEREAS, the Measure provided that \$44 million from bond proceeds be expended by local parks providers for specified projects; and

WHEREAS, the Local Share Partner is a local government jurisdiction who has received approval for funding for projects as specified in the Measure; and

WHEREAS, Metro and the Local Share Partner desire to enter into this Agreement to provide for funding of the Local Share Partner's projects subject to terms and conditions as provided for in the Measure;

NOW THEREFORE, the parties agree as follows:

1. Declaration of Projects

Metro hereby approves the project proposals described in the "Local Share Project List," attached hereto as Attachment A to this Agreement (each individual proposal on the Local Share Project List is referred to hereinafter as a "Project"), and Metro authorizes the Local Share Partner to proceed with Projects on the Local Share Project List in accordance Local Share IGA

with Attachment A. All real property interests acquired pursuant to this Agreement shall be held in the name of the Local Share Partner.

2. Funding

Metro's financial obligation under this Agreement is limited to \$2,406,149. Payment of funds by Metro to the Local Share Partner is subject to the procedures set forth in the "Procedures for Payment of Funds By Metro," attached hereto as Attachment B to this Agreement.

3. Funding Limitations

A. The sole purpose of this Agreement is to implement the Measure by funding Projects on the Local Share Project List. Except as described in Section 4 with respect to Metro's provision of property acquisition technical services, Metro shall have no obligations under this Agreement other than for the payment of funds pursuant to the procedures described in Attachment B to this Agreement.

B. Except as described in Section 4 with respect to Metro's provision of property acquisition technical services, Metro shall have no supervisory responsibility regarding any aspect of any Project and Metro neither intends nor accepts any direct involvement in any Project that can or could be construed to result in supervisory responsibility during the course of the Project. Upon completion of a Project and payment of funds, as provided for in Attachment B, Metro shall have no further obligations.

C. The Local Share Partner shall comply with this Agreement, the provisions of the Measure, and the Local Share Guidelines attached as Attachment C to this Agreement.

D. Metro shall not be obligated to make any payments or reimbursements pursuant to this Agreement that were incurred by the Local Share Partner prior to the Effective Date of this Agreement.

E. Metro shall not reimburse the Local Share Partner for any administrative costs, including staff, overhead and indirect costs, in excess of ten percent (10%) of the cost of a Project.

4. Land Acquisitions Technical Assistance

Provided that the Local Share Partner agrees to the terms of a separate "Land Acquisition Services" intergovernmental agreement ("IGA") with Metro substantially similar to the IGA attached as Attachment D to this Agreement prior to April 1, 2007, Metro shall provide the Local Share Partner with technical assistance regarding real estate negotiation and

related due diligence services for any Project that calls for real property acquisitions. Metro shall provide such technical assistance as provided in such Land Acquisition Services IGA and subject to the availability of Metro staff and resources as determined by Metro at its sole discretion. Metro's obligation to provide such technical services pursuant to such Land Acquisition Services IGA may be extended beyond the initial term of such IGA with the mutual written consent of Metro and the Local Share Partner.

5. Projects Not on the Local Share Project List

The Local Share Partner may substitute a different Project for a Project described in Attachment A, or may add a new Project, only if the following conditions are met:

- A. The Local Share Partners, through its governing body, finds that one or more of the Projects described in Attachment A have become degraded, are cost prohibitive, or are otherwise unfeasible, or that a Project can be accomplished for less funds than estimated, thereby making such savings available for use in a new Project;
- B. The Local Share Partner, through its governing body, shall conduct a public process, including holding a public meeting in accord with its adopted public meeting procedures, and determine the substitute or new Project consistent with the provisions of the Measure and Attachment C (this provision may be satisfied during the course of the Local Share Partner's capital improvement plan or budgeting process); and
- C. The substitute or new Project is subject to administrative approval by Metro's Regional Parks and Greenspaces Department Director, and such approval shall not be unreasonably withheld.

6. Increasing Spending on a Project on the Local Share Project List

The Local Share Partner may spend more on a Project than the Project cost described in Attachment A only if the following conditions are met:

- A. The Local Share Partner, through its governing body, finds that the Project described in Attachment A will cost more than anticipated, but that it remains a priority Project;
- B. The Local Share Partner, through its governing body, shall conduct a public process, including holding a public meeting in accord with its adopted public



meeting procedures, and determine that increasing the allocated spending on the Project is consistent with the provisions of the Measure and Attachment C (this provision may be satisfied during the course of the Local Share Partner's capital improvement or plan budgeting process); and

- C. The increase in spending on the Project is subject to administrative approval by Metro's Regional Parks and Greenspaces Department Director, and such approval shall not be unreasonably withheld.

7. Term

Metro's obligation to provide funds pursuant to this Agreement shall terminate March 31, 2012, and all other provisions of this Agreement shall terminate on June 30, 2027. It is the intent of the parties for the Local Share Partner to have completed the Project, and for all Metro funding obligated under this Agreement to have been paid, prior to March 31, 2012. Metro's obligation to provide funds may be extended by mutual written consent of Metro and the Local Share Partner. The provisions of Sections 8, 9, 10 and 11 shall continue in effect after the Local Share Partner's completion of any Project pursuant to this Agreement.

8. Limitations on Use of Property

A. Acquired Real Property and Associated Buildings and Improvements.

All real property acquired by the Local Share Partner with funding provided by Metro pursuant to this Agreement shall be maintained as parks, open space, natural areas, or trails. The Local Share Partner may not sell or otherwise authorize use of such property pursuant to this Agreement in a manner inconsistent with the intended and stated purposes of the Measure, that is, for a use other than as parks, open space, natural areas, trails or other uses associated with use of such property as parks, open space, natural areas or trails (e.g., when a de minimis portion of such property is required to be put to another use, such as for a road dedication, as part of a land use review proceeding initiated to use the overall property consistent with the intended and stated purposes of the Measure), unless the Local Share Partner complies with all of the following conditions:

- (1) The Local Share Partner's decision to sell or use the property in a manner inconsistent with the intended and stated purposes of the Measure is the result of unforeseen circumstances;

- (2) The Local Share Partner's intent, at the time it purchased the property, was to use it in a manner consistent with the intended and stated purposes of the Measure, that is, for a use as a park, open space, natural area, or trail;
- (3) The Local Share Partner provides Metro 180 days advance written notice of its intent to authorize the change in use or the sale of the property to a third party;
- (4) The Local Share Partner holds at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, prior to making a final decision to sell or change the use of the property, and adopts a resolution or ordinance that includes findings that the conditions in subsections 8(A)(1) through (4) of this Agreement have been satisfied and that the Local Share Partner has satisfied or will satisfy its obligations as described in subsections 8(A)(5) and (6) of this Agreement;
- (5) Metro has approved the Local Share Partner's determination of the appraisal value of the property pursuant to the following steps:
  - i. At least 90 days prior to making a final decision to change the use of, or sell, the property, the Local Share Partner shall provide Metro with an independent MAI appraisal of the fair market value of the property assuming that the property was subject to the same use restrictions as were in place at the time the Local Share Partner purchased the property. Such appraisal shall not be subject to any other extraordinary assumptions; and
  - ii. Not later than 60 days after receiving the appraisal obtained by the Local Share Partner, Metro shall inform the Local Share Partner whether Metro has approved the appraisal, which decision shall be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review shall include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, then Metro shall inform the Local Share Partner the reasons for not approving the appraisal and the Local Share Partner may resubmit a revised appraisal

to Metro pursuant to subsection 8(A)(5)(i) of this Agreement; and

- (6) Within 180 days after selling the property or authorizing the change in use of the property, the Local Share Partner shall apply toward completion of a Project listed on Attachment A, or a substitute Project selected consistent with the provisions of Section 5 of this Agreement, an amount equal to the greater of either (a) the appraisal value of the property, as determined pursuant to subsection 8(A)(5) of this Agreement, or (b) the amount of Measure funding that Metro provided to the Local Share Partner to purchase the property.

B. Construction of Buildings or Other Improvements.

All buildings and other improvements constructed by the Local Share Partner using funding provided by Metro pursuant to this Agreement shall be maintained for use in conjunction with parks, open space, natural areas, or trails. The Local Share Partner may not sell or otherwise authorize use of such buildings or improvements pursuant to this Agreement in a manner inconsistent with the intended and stated purposes of the Measure, that is, for a use other than in conjunction with parks, open space, natural areas, or trails, unless it complies with all of the following conditions:

- (1) The Local Share Partner's decision to sell or use such buildings or improvements in a manner inconsistent with the intended and stated purposes of the Measure is the result of unforeseen circumstances;
- (2) The Local Share Partner's intent, at the time it constructed such buildings or improvements, was to use them in a manner consistent with the intended and stated purposes of the Measure, that is, for a use in conjunction with a park, open space, natural area, or trail;
- (3) The Local Share Partner provides Metro 180 days advance written notice of its intent to authorize the change in use or the sale of such buildings or improvements to a third party;
- (4) The Local Share Partner holds at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, prior to making a final decision to sell or change the use of such buildings or

improvements, and adopts a resolution or ordinance that includes findings that the conditions in subsections 8(B)(1) through (4) of this Agreement have been satisfied and that the Local Share Partner has satisfied or will satisfy its obligations as described in subsections 8(B)(5) and (6) of this Agreement;

- (5) Metro has approved the Local Share Partner's determination of the appraisal value of such buildings or improvements pursuant to the following steps:
  - i. At least 90 days prior to making a final decision to sell or change the use of such buildings or improvements, the Local Share Partner shall provide Metro with an independent MAI appraisal of the fair market value of such buildings or improvements. Such appraisal shall not be subject to any extraordinary assumptions; and
  - ii. Not later than 60 days after receiving the appraisal obtained by the Local Share Partner, Metro shall inform the Local Share Partner whether Metro has approved the appraisal, which decision shall be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review shall include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, then Metro shall inform the Local Share Partner the reasons for not approving the appraisal and the Local Share Partner may resubmit a revised appraisal to Metro pursuant to subsection 8(B)(5)(i) of this Agreement; and
- (6) Within 180 days after selling such buildings or improvements or authorizing the change in use of such buildings or improvements, the Local Share Partner shall apply toward completion of a Project listed on Attachment A, or a substitute Project selected consistent with the provisions of Section 5 of this Agreement, an amount equal to the greater of either (a) the appraisal value of such buildings or improvements, as determined pursuant to subsection 8(B)(5) of this Agreement, or (b) the amount of Measure funding that Metro provided to the Local Share Partner to construct such buildings or improvements.

9. Oregon Constitution and Tax Exempt Bond Covenants

The Local Share Partner acknowledges that Metro's source of funds for this Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d, and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The Local Share Partner covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules. In the event the Local Share Partner breaches this covenant, the Local Share Partner shall undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursement of Metro for any Projects funded under this Agreement that resulted in the Local Share Partner's breach of its covenant described in this section.

10. Funding Recognition

The Local Share Partner shall recognize and document on-site, for each Project whether an acquisition or a capital improvement, and in any publications, media presentations, or other presentations referencing such Project that are produced by or at the direction of the Local Share Partner, that funding for the Project came from the Metro Natural Areas Bond Measure. Such recognition shall comply with the recognition guidelines detailed in Attachment E to this Agreement.

11. Mutual Indemnification

The Local Share Partner shall indemnify and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by the Local Share Partner or the Local Share Partner's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30. Metro shall indemnify and hold the Local Share Partner and the Local Share Partner's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the

performance of this Agreement by Metro or Metro's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

12. Termination for Cause

A. Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines, in its sole discretion, that the Local Share Partner has failed to comply with any provision of this Agreement and is therefore in default. Metro shall promptly document such default and notify the Local Share Partner in writing of Metro's determination as required in Section 12 of this Agreement, below.

Notwithstanding any termination for cause, the Local Share Partner shall be entitled to receive payments for any work completed or for which the Local Share Partner was contractually obligated on the date that Metro provided written notice of default, except that Metro shall not be obligated to make any payment other than for work specifically provided for in this Agreement.

B. Prior to termination under this Section 12 of this Agreement, Metro shall provide the Local Share Partner with written notice of default that describes the reason(s) that Metro has concluded that the Local Share Partner is in default and includes a description of the steps that the Local Share Partner shall take to cure the default. The Local Share Partner shall have 90 days from the date of the notice of default to cure the default. In the event the Local Share Partner does not cure the default within 90 days, Metro may terminate all or any part of this Agreement. Metro shall notify the Local Share Partner in writing of the reasons for the termination and the effective date of the termination, which shall not be earlier than 90 days from the date of the notice of default. The Local Share Partner shall be entitled to receive payments for any work completed, including any contractual obligations entered, after the date of the notice of default and before the date that Metro provided written notice of termination, provided that such work or contractual obligations were undertaken by the Local Share Partner in a good faith effort to comply with one of the steps to cure the default described by Metro in the notice of default, except that Metro shall not be obligated to make any payment other than for work specifically provided for in this Agreement.

C. The Local Share Partner shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default.

D. If, after notice of termination, Metro agrees or a court finds that the Local Share Partner was not in default or that the default was excusable, such as due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of the Local Share Partner, Metro shall allow the Local Share Partner to continue work, or both parties may treat the termination as a joint termination for convenience whereby the rights of the Local Share Partner shall be as outlined as provided in Section 13 of this Agreement.

13. Joint Termination for Convenience

Metro and the Local Share Partner may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective upon ten (10) days written notice of termination issued by Metro subject to that mutual agreement. Within 30 days after termination pursuant to this provision, the Local Share Partner shall submit an itemized invoice for all unreimbursed Project work completed before the effective date of termination. Metro shall not be liable for any costs invoiced later than 30 days after termination; provided, however, that Metro may reimburse additional costs, at Metro's sole discretion, if Metro reasonably determines that the delay was due to factors beyond the Local Share Partner's control.

14. Project Records, Audits, and Inspections

A. The Local Share Partner shall maintain comprehensive records and documentation relating to any Project for which it seeks payment from Metro pursuant to this Agreement, including, without limitation, the establishment and maintenance of books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of any nature that the Local Share Partner incurred or anticipated to be incurred for the performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with any Project, including any substitute Project selected consistent with Section 5 of this Agreement.

B. The Local Share Partner shall maintain all fiscal Project Records in accordance with generally accepted accounting principles. In addition, the Local Share Partner shall maintain any other records necessary to clearly document:

- (1) The Local Share Partner's performance of this Agreement, including but

not limited to the Local Share Partner's compliance with the Agreement, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions;

- (2) Any claims arising from or relating to the performance of the Local Share Partner under this Agreement or any public contract entered into by the Local Share Partner that is related to this Agreement;
- (3) Any cost and pricing data relating to this Agreement; and
- (4) Payments made to all suppliers and subcontractors engaged in any work for the Local Share Partner related to this Agreement.

C. The Local Share Partner shall maintain Project Records for the longer period of either (a) six years from the date of termination of Metro's obligation to provide funds pursuant to this Agreement, which date is provided in Section 7 of this Agreement, or (b) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement and that commences within six years from the date of termination of Metro's obligation to provide funds pursuant to this Agreement.

D. The Local Share Partner shall make Project Records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Local Share Partner agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. Such costs paid by the Local Share Partner to Metro for inspection, auditing, examining and copying such records shall not be recoverable costs in any legal proceeding.

E. The Local Share Partner authorizes and permits Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and Project Records of the Local Share Partner, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any requirements of this Agreement.



Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of Section 14(F) of this Agreement.

F. The Local Share Partner agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and the Local Share Partner, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. The Local Share Partner agrees that in the event such Project Records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Local Share Partner shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due to the Local Share Partner from Metro.

15. Public Records

All Project Records shall be public records subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Nothing in this section shall be construed as limiting the Local Share Partner's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

16. Law of Oregon, Public Contracting Provisions

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 187, 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 as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that the Local Share Partner and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

17. Notices and Parties' Representatives

Any notices permitted or required by this Agreement, other than reimbursement requests required pursuant to Attachment B, shall be addressed to the other party's representative(s) designated in this Section of this Agreement and shall be deemed provided (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or

(c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this Section of this Agreement.

Local Share Partner's Designated Representative(s):

Dan Zinzer  
Director of Business and Community Svcs  
Clackamas County  
9101 SE Sunnybrook Blvd  
Clackamas, OR 97015  
Tel: (503) 353-4661  
Fax: (503) 794-8005  
[danz@co.clackamas.or.us](mailto:danz@co.clackamas.or.us)

Metro's Designated Representatives:

Natural Areas Bond Program Manager  
Metro Regional Center  
600 N.E. Grand Ave.  
Portland, OR 97232  
Fax (503)-797-1849

with copy to:

Office of Metro Attorney  
600 N.E. Grand Ave.  
Portland, OR 97232  
Fax (503) 797-1792

18. Assignment

The Local Share Partner shall not assign any of its responsibilities under this Agreement without prior written consent from Metro, which shall not be unreasonably withheld, except that the Local Share Partner may delegate or subcontract for performance of any of its responsibilities under this Agreement.

19. Severability

If any covenant or provision in 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.

20. Entire Agreement; Modifications

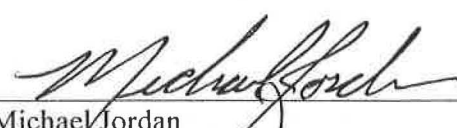
This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year indicated below.

**CLACKAMAS COUNTY**

**METRO**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Michael Jordan  
Metro Chief Operating Officer


Print Name: Lynn Peterson

Title: Vice-Chair

Date: 9-13-07 VL1

Date: 10/26/07

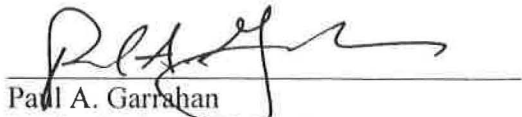
APPROVED AS TO FORM BY:

  
Signature

Print Name: Christopher B. Storey

Title: Assistant County Counsel

Date: 24 August 2007

  
Paul A. Garrahan  
Senior Assistant Metro Attorney

Date: 10/24/07

Local Share Project List for  
**North Clackamas Parks and Recreation District**

***Project Name:***

Parkland Acquisition

***Project Description:***

Purchase of approximately 8 acres of property in the Sunnyside area for local park use.

***Project Funds Required (including other funding sources, if any):***

\$56,000

***Project Timeline:***

Currently working with Three River's Land conservancy on the acquisition.

***Project Location:***

In the vicinity of SE 142<sup>nd</sup>, south of Sunnyside.

***Project Contact Information:***

Michelle Healy  
9101 SE Sunnybrook Blvd  
Clackamas, OR 97015  
Tel: (503) 794-8004  
[michellehea@co.clackamas.or.us](mailto:michellehea@co.clackamas.or.us)

OR

Dan Zinzer  
Tel: (503) 353-4661  
[danz@co.clackamas.or.us](mailto:danz@co.clackamas.or.us)

Local Share Project List for  
**North Clackamas Parks and Recreation District**

***Project Name:***

Scouter's Mountain Acquisition

***Project Description:***

Purchase of property for future park use.

***Project Funds Required (including other funding sources, if any):***

\$50,000

***Project Timeline:***

Working in partnership with Happy Valley and the Boy Scouts on possible future acquisition of park land.

***Project Location:***

Scouter's Mountain, Happy Valley.

***Project Contact Information:***

Dan Zinzer  
9101 SE Sunnybrook Blvd  
Clackamas, OR 97015  
Tel: (503) 353-4661  
[danz@co.clackamas.or.us](mailto:danz@co.clackamas.or.us)

Local Share Project List for  
**North Clackamas Parks and Recreation District**

***Project Name:***

Rock Creek Community Park Acquisition

***Project Description:***

Purchase of approximately 30 acres of land for a future community park.

***Project Funds Required (including other funding sources, if any):***

\$600,000

***Project Timeline:***

Currently in negotiations with property owners to purchase property.

***Project Location:***

In the vicinity of SE 162<sup>nd</sup>, south of Sunnyside Road

***Project Contact Information:***

Michelle Healy  
9101 SE Sunnybrook Blvd  
Clackamas, OR 97015  
Tel: (503) 794-8004  
[michellehea@co.clackamas.or.us](mailto:michellehea@co.clackamas.or.us)

OR

Dan Zinzer  
Tel: (503) 353-4661  
[danz@co.clackamas.or.us](mailto:danz@co.clackamas.or.us)

Local Share Project List for  
**North Clackamas Parks and Recreation District**

***Project Name:***

North Clackamas Park

***Project Description:***

Site planning and implementation of "north side" natural resource enhancements and facility improvements, approximately 25 acres.

***Project Funds Required (including other funding sources, if any):***

\$400,000

***Project Timeline:***

Planning underway. Site planning expected to be complete in winter/spring 2008. Construction of some improvements is possible beginning in 2008.

***Project Location:***

46 acre community park located off of Highway 224 and Rusk Road.

***Project Contact Information:***

Michelle Healy  
9101 SE Sunnybrook Blvd  
Clackamas, OR 97015  
Tel: (503) 794-8004  
[michellehea@co.clackamas.or.us](mailto:michellehea@co.clackamas.or.us)



Local Share Project List for  
**North Clackamas Parks and Recreation District**

***Project Name:***

District Park (Three Creeks Natural Area/Harmony Park)

***Project Description:***

Site planning and partial implementation of recommendations (access, trails, etc).

***Project Funds Required (including other funding sources, if any):***

\$256,000

***Project Timeline:***

Site planning is in early stages. Public involvement process to occur during the fall of 2007/winter 2008. First meeting scheduled for September 26.

***Project Location:***

About 100 acres near the North Clackamas Aquatic Park, off Harmony Road.

***Project Contact Information:***

Michelle Healy  
9101 SE Sunnybrook Blvd  
Clackamas, OR 97015  
Tel: (503) 794-8004  
[michellehea@co.clackamas.or.us](mailto:michellehea@co.clackamas.or.us)

Local Share Project List for  
**North Clackamas Parks and Recreation District**

***Project Name:***

Mt Scott Creek Trail Development

***Project Description:***

Trail construction from Mt. Talbert north to connect with existing trail section in Happy Valley.

***Project Funds Required (including other funding sources, if any):***

\$377,000

***Project Timeline:***

Development is contingent on Happy Valley acquisition of necessary right-of-way. Trail Master Planning will commence in winter 2007 and 2008 in cooperation with Metro and the City.

***Project Location:***

Connecting to Mt. Talbert at approximately SE 117<sup>th</sup> and Sunnyside Road.

***Project Contact Information:***

Michelle Healy  
9101 SE Sunnybrook Blvd  
Clackamas, OR 97015  
Tel: (503) 794-8004  
[michellehea@co.clackamas.or.us](mailto:michellehea@co.clackamas.or.us)

Local Share Project List for  
**North Clackamas Parks and Recreation District**

***Project Name:***

Stringfield Property

***Project Description:***

Implementation of the approved concept plan. Including riparian and stream restoration, Trolley Trail trailhead development and local park improvements (playground, internal trails, restroom, etc.).

***Project Funds Required (including other funding sources, if any):***

\$667,149

***Project Timeline:***

Master Plan completed in 2006 in partnership with the Oak Lodge Sanitary District. \$500,000 grant from State Parks awarded. Contract for design and engineering approved. Construction anticipated beginning in 2008.

***Project Location:***

4.5 acre park site located off SE Naef Road in Oak Grove. Property located directly adjacent to the Trolley Trail.

***Project Contact Information:***

Michelle Healy  
9101 SE Sunnybrook Blvd  
Clackamas, OR 97015  
Tel: (503) 794-8004  
[michellehea@co.clackamas.or.us](mailto:michellehea@co.clackamas.or.us)

OR

Charlie Ciecko  
Tel: (503) 794-8003

## Attachment B

### PROCEDURES FOR PAYMENT OF FUNDS BY METRO NATURAL AREAS BOND PROGRAM LOCAL SHARE

Metro has committed to pay to local jurisdictions (Local Share Partners) amounts specified for approved projects under the local share component of the 2006 Natural Areas Bond Measure. Under the Measure, funds must be expended on projects for acquisition and capital construction and improvements that result in the creation or acquisition of a capital asset, consistent with generally accepted accounting principles. For purposes of reimbursement, all of the following also apply:

- Capital cost may include not only the purchase price or cost of construction, but also any other costs incurred to place the asset in its intended location and condition for use;
- Each project shall be an improvement to non-federal, publicly owned property, or, in the case of acquisition, the ownership of the property shall be by a non-federal public agency or jurisdiction;
- Each project shall be real property (including buildings on such real property) or a building or other tangible improvement to real property, not intellectual or other intangible property; and
- The Local Share Partner shall properly record the acquisition or improvement as an asset in the jurisdiction's audited financial statements, and the accounting treatment for this project shall be consistent with the Local Share Partner's treatment of other similar transactions.

Examples of potentially eligible costs include the following, provided that they are costs that can be capitalized under generally accepted accounting principles:

- Legal and title fees
- Closing costs (including escrow fees and recording fees)
- Negotiation costs
- Due diligence costs (including costs of appraisals, land surveys and environmental investigations)
- Land preparation costs
- Demolition cost (associated with new construction)
- Architect and engineering fees
- Insurance premiums during the construction phase
- Transportation and freight charges
- Staff overhead costs, meeting federal guidelines under the Single Audit Act of 1984, which are directly related to the acquisition of a natural area asset.

Payments to Local Share Partners will be processed as reimbursement for costs incurred and paid by the Local Share Partner. Only in the case of land acquisition will transfers be made prior to expenditure, with said transfer into escrow accounts for land acquisition transactions.

Prior to any reimbursement or transfer of funds to escrow the Local Share Partner must sign a designation of signature authority form.

### ***REIMBURSEMENT PROCEDURES***

**For each request for reimbursement, the Local Share Partner shall provide to Metro:**

- A completed Request for Release of Funds, signed by an authorized representative of the Local Share Partner certifying appropriateness of the charges,
- A schedule of charges being submitted for reimbursement including the name of the vendor or person who was paid, description of charge and amount, and
- Applicable documentation to support the schedule of charges, including copies of invoices, statements, receipts, payroll reports, and/or other evidence of expenditures incurred.

Such documents shall be submitted to:

Local Share Coordinator  
Metro Regional Parks and Greenspaces  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

**Upon Metro's receipt of a request for reimbursement:**

- Metro's Local Share Coordinator shall review the submitted documents and recommend approval for payment to the Program Director, or request additional information from Local Share Partner as needed.
- Metro Accounts Payable will process a reimbursement check to the Local Share Partner within thirty (30) days of the date of receipt of completed reimbursement documents by Metro. All reimbursements will be made payable to the Local Share Partner jurisdiction. Reimbursement may be by electronic funds transfer, warrant or check.

### ***ESCROW TRANSFER PROCEDURES***

If the Local Share Partner requires a wire transfer of funds to escrow to complete land acquisition transactions, a wire transfer information request form must be completed. A preliminary closing statement that details the price of the property and all related closing costs should be included to document each request submitted.

Funds will be transferred as required within five business days of written or faxed notice submitted to the attention of:

Local Share Coordinator  
Metro Regional Parks and Greenspaces  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

Fax number: 503-797-1849

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## Attachment C

### Local Share Guidelines

The Metro Council established these Local Share Guidelines with its adoption of Metro Resolution No. 06-3672B, which resolution submitted the Measure to the voters of the Metro region. As provided in Exhibit B to that resolution, only agencies that were public park providers as November 6, 2006 are eligible to receive funds. Funds from the bond measure shall not be used to replace local funds on any project and funds from the bond measure should be used to leverage other sources of revenue when possible. Local share funds should be used to the greatest extent possible to fund new projects and not pay agency overhead or indirect costs. In no event shall the staff, overhead and indirect costs on local share projects exceed 10% of the cost of any project. In addition, such funds may be expended only on projects related to natural areas or acquisition of land for natural areas, open space, parks or trails, including:

#### Real Property Acquisition:

- Fee Simple (or easement) purchase of real property for use as parks, open space, natural areas, or trails, including natural areas, wildlife and trail corridors identified in the Metropolitan Greenspaces Master Plan, the Regional Greenspaces System Concept Map (adopted 2002), the Regional Trails Plan Map (adopted 2002), the Nature in Neighborhood Map (Fish & Wildlife Habitat Protection Program, Resource Classification Map), and locally determined significant natural areas, neighborhood and pocket parks, wildlife habitat and trail corridors.

#### Capital Improvement Projects:

- Restoration or enhancement of fish and wildlife habitat.
- Improvements to existing parks to enhance the integrity of habitat and increase natural plantings.
- Improvements to existing natural area amenities to provide universal access to the public (meets Americans with Disabilities Act requirements).
- Public use facilities such as trailheads, rest rooms, picnic tables and shelters, children's play areas, viewing blinds, water systems, camp sites and barbeque pits, fishing piers, associated accessories such as information signs, fences, security lighting, and circulation facilities (i.e., entry, egress and circulation roads, parking areas).
- Environmental education structures or accessories (e.g., nature centers and/or interpretive displays).
- Trail design, engineering, construction and landscaping.

\*\*\*\*\*

**Attachment D**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE LOCAL SHARE PARTNER and METRO  
FOR LAND ACQUISITION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), entered into under the provisions of ORS chapter 190 and effective on the date the IGA is fully executed (the “Effective Date”), is entered into by and between the \_\_\_\_\_, located at \_\_\_\_\_ (“Local Share Partner”) and Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, Oregon 97232-2736 (“Metro”).

**RECITALS**

WHEREAS, the goal of this IGA is for Metro to provide land acquisition services for the Local Share Partner for acquisitions pertaining to the 2006 Natural Areas Bond Measure (the “Measure”);

WHEREAS, the Local Share Partner has executed an intergovernmental agreement with Metro pertaining to the Local Share Component of the Measure;

WHEREAS, the Local Share Partner is involved in various projects that require land acquisition and due diligence services in relation to parcel and easement purchases;

WHEREAS, the Local Share Partner does not have the in-house staff to perform these land acquisition and due diligence services;

WHEREAS, Metro has determined that there is available Metro staff capacity within the existing Natural Areas Work Plan to provide limited technical assistance to the Local Share Partner for land acquisition and due diligence services; and

WHEREAS, the purpose of this IGA is to identify the responsibilities and compensation for land acquisition and due diligence services to be provided by Metro to Local Share Partner;

NOW THEREFORE, the parties agree as follows:

**I. SCOPE OF METRO’S SERVICES**

Metro shall provide to Local Share Partner services as shown in the attached Scope of Work (Exhibit A). In addition, each project shall require a project specific scope of work (consistent with this IGA) and a written notice to proceed from Local Share Partner prior to Metro commencing work. Local Share Partner shall be entitled to copies of all products prepared by Metro hereunder, upon request, including but not limited to due



iligence process reports and legal documents and instruments (agreements of purchase and sale, appraisals, environmental assessments, preliminary title reports, negotiated conditions, deeds, easements, and leases).

2. SCOPE OF LOCAL SHARE PARTNER'S SERVICES

Local Share Partner shall provide written direction to Metro regarding the services to be performed by Metro under this IGA. Local Share Partner shall also provide the input and review as described in Exhibit A.

3. PAYMENTS FOR SERVICES

A. Costs that Metro incurs to obtain any services from third parties under this IGA shall be deducted from the total amount of funds available to the Local Share Partner under the terms of the Measure. Such deduction shall occur at the time that Metro makes payment for such services. Such costs may include, without limitation, the costs for Metro to obtain appraisals, appraisal reviews, preliminary title reports, environmental site assessments (e.g. "Phase I" and "Phase II" investigations), and land surveys. Metro shall provide Local Share Partner with written notice of all such deductions related to each project within 30 days of either (a) closing, if the project is a successful real property acquisition, or (b) the date that Metro determines, at its sole discretion, that a proposed acquisition is infeasible, at least in the short term.

B. Metro shall provide all other land acquisition and due diligence services described herein, other than those services described in Section 3A of this IGA, at no cost to the Local Share Partner.

4. TERM AND RENEWALS

The Term of this IGA shall be for five (5) years following the Effective Date. However, this IGA shall automatically renew for successive one-year terms unless terminated by either party by written notice at least 30 days prior to expiration of the initial term or any renewal term.

5. MODIFICATION, AMENDMENT OR TERMINATION OF AGREEMENT

Metro and Local Share Partner, by mutual written agreement signed by both parties, may modify, amend, or terminate this IGA at any time. Either party also may unilaterally terminate this IGA by providing the other party with written notice of termination. Such notice shall comply with the provisions of Section 13 of this IGA, and such termination shall be effective 30 days after providing such notice. Metro shall be entitled to deduct from the total amount of funds available to the Local Share Partner under the terms of the Measure any costs, as described in Section 3 of this IGA, that Metro had incurred or for which Metro was contractually obligated on the date that Metro provided or received written notice of default.

6. MUTUAL INDEMNIFICATION

The Local Share Partner shall indemnify and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by the Local Share Partner or the Local Share Partner's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30. Metro shall indemnify and hold the Local Share Partner and the Local Share Partner's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by Metro or Metro's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

7. FUNDS

Local Share Partner shall be responsible for insuring that sufficient funds are available for each Project.

8. PROJECT MANAGER

Each party designates the following as its representative for purposes of administering this IGA:

Local Share Partner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Metro: Natural Areas Bond Manager  
Metro Regional Center  
600 NE Grand Avenue  
Portland, OR 97232

Either party may change its designated representative by giving written notice to the other as provided in Section 13.

9. The laws of the state of Oregon shall govern this IGA and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 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 as if such provisions were a part of this IGA. Specifically, it is a condition of this Agreement that

the Local Share Partner and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

10. SEVERABILITY

If any covenant or provision in this IGA 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 IGA.

11. ENTIRE AGREEMENT

This IGA constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to this IGA. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties.

12. NOTICES

Except as specifically otherwise provided in this IGA, any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested and addressed to the representative designated in Section 9. Either party may change its address by notice given to the other in accordance with this paragraph.

13. ARBITRATION

Any controversy regarding the terms and conditions of this IGA shall be submitted to arbitration. Any party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent that party and the two arbitrators shall immediately select a third impartial person to complete a three member arbitration panel. If the two arbitrators cannot agree within 15 days on the third arbitrator, then either party may petition the Presiding Judge of the Multnomah County Circuit Court to select the third arbitrator. The panel shall conduct the arbitration in accordance with the provisions of ORS Chapter 33, or the corresponding provisions of any such future law. The arbitrator(s) shall assess all or part of the cost of the arbitration, including attorney fees, to any or all parties.

LOCAL SHARE PARTNER:

METRO:

By: \_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Michael Jordan, Chief Operating Officer

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

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

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Jim Desmond, Parks Director

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

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

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
for the Local Share Partner, Oregon

By: \_\_\_\_\_  
Paul A. Garrahan  
Senior Assistant Metro Attorney

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**Exhibit A**  
**Land Acquisition Services IGA**

**SCOPE OF WORK**

**TASK 1      Local Share Partner Preliminary and General Services**

**Objective:**    Initiate project and facilitate mutual understanding of the project scope.

**Description:** Meet with Metro real estate negotiator on a project-by-project basis, to confirm roles, responsibilities and expectations for each specific project in relation to the IGA. Establish clear lines of communication. Discuss project goals and identify specific concerns. Review the project and the land acquisition schedule.

**Local Share Partner Products:**

Provide project-specific goals, target properties, budget and desired schedule, including key project deadlines and milestones. Schedule and host initial project meeting. Provide the names and addresses of the owners of targeted properties, and tax identification information for such properties. Provide direction as appropriate. Information to be provided includes:

- Written description of the target property, property contact information (including history of communication), specific approval schedule, deadlines, authorization procedures, and required communication procedures.
- Whether review by the Local Share Partner’s attorney is required, and, if so, the points during the project timeline when such review must occur.
- Whether and when approval(s) by the Local Share Partner’s governing body is required. Describe the process and estimated time lines for such approval(s).
- A completed Signature Authority form provided by Metro.
- Identification of any other approval(s) or review periods that the Local Share Partner will require.

**TASK 2      Metro Negotiation and Related Services**

**Objective:**    Conduct “willing seller” land acquisition negotiations with the purpose of acquiring properties targeted by the Local Share Partner for land acquisition services. When directed in writing by Local Share Partner, conduct such land acquisition negotiations in accord with federal acquisition guidelines.

**Description:** Metro will perform land acquisition negotiations. Steps to be taken include the following activities:

- 2.1      Setup negotiation files to preserve documents and a record of the negotiations.

- 2.2 Setup and maintain diaries documenting property owner(s) contacts.
- 2.3 Prepare the appropriate documents for review by the Local Share Partner's Project Manager and attorney, including, but not limited to, Metro's standard form Agreement of Purchase and Sale, modified or supplemented with property specific detail, deeds, easements, legal descriptions and other documents and instruments, as needed.
- 2.4 Prepare offer letters and other communications required to establish contact with property owner(s).
- 2.5 Explain the offer to the property owner(s) or a representative and provide an understanding of the land acquisition process.
- 2.6 Comply with federal and state acquisition and relocation guidelines and requirements, when directed in writing to do so by the Local Share Partner.
- 2.7 Advise and coordinate with the Local Share Partner's Project Manager.

**Metro Products:**

Maintain property specific negotiation files including diaries, offer letters, and documentation of other communications. Transaction specific preparation of the Purchase and Sale Agreement, and other documents, as requested. Provide negotiation files to Local Share Partner upon request.

**TASK 3 Metro Due Diligence Services**

**Objective:** Perform due diligence substantially satisfying the standards set forth in Metro's Natural Areas Implementation Workplan.

**Description:** Metro will conduct due diligence in good faith and as Metro determines necessary at its sole discretion. Steps to be taken may include the following activities:

- 3.1 Obtain an independent MAI appraisal of the proposed acquisition property subject to no extraordinary assumptions and confirmed by an appraisal review conducted in accordance with USPAP and general appraisal standards. Alternatively, if the Seller obtains an independent MAI appraisal, then Metro shall obtain an appraisal review of Seller's appraisal, conducted in accordance with USPAP and general appraisal standards, and such appraisal review must verify the accuracy of Seller's appraisal, including confirming that it is subject to no extraordinary assumptions.

- 3.2 Paralegal review of title reports, title exception documents, vesting deed, existing surveys, plats, legal description and other documents.
- 3.3 Perform a site visit and visual inspection of boundaries and access; identify possible hazards, unrecorded easements, and trespassers.
- 3.4 Obtain a Phase I Environmental Assessment and conduct further environmental investigation only if necessary to conduct "All Appropriate Inquiry" into the environmental condition of the Property, in accord with the Standards and Practices for All Appropriate Inquiry set forth in the Code of Federal Regulations, Chapter 40, Part 312.
- 3.5 Obtain survey services for a land use application or to resolve uncertainties as to property lines or easement location.
- 3.6 Obtain land use approvals if required under the Purchase and Sale Agreement.
- 3.7 Provide Metro Attorney review of documents. The Metro Attorney shall advise Metro negotiators regarding their work under this Agreement and shall oversee Metro's due diligence work, but shall not provide legal advice directly to the Local Share Partner. If the Local Share Partner feels it needs legal advice regarding any matter it shall seek such advice from its own attorney.

**Metro Products:**

Due diligence conforming substantially to Metro Natural Areas Implementation Workplan standards. Copies of all pertinent legal documents will be provided as appropriate.

**Local Share Partner Products:**

Local Share Partner's Project Manager and attorney review, direction of the due diligence process, review and approval of the closing checklist.

**TASK 4 Metro Purchase and Closing Services/Escrow Liaison**

**Objective:** Conduct escrow and closing services.

**Description:** Metro shall perform the following services in good faith and as Metro determines necessary at its sole discretion:

- 4.1 Communicate with property owners, or their representatives, in a timely and professional manner.
- 4.2 Open escrow.

- 4.3 Prepare escrow instructions.
- 4.4 Place documents in escrow.
- 4.5 Coordinate payments to Title/Escrow Company related to closing.
- 4.6 Assist in obtaining releases, if necessary.
- 4.7 Review closing statements, escrow instructions, title insurance policies, and vesting documents, and make recommendations to Local Share Partner or work with the title company to correct errors.
- 4.8 Deliver documents for recording and track the recording process to ensure that recording has occurred.

**Metro Products:**

Escrow instructions, Escrow account setup, documents placed in escrow, payment coordination, closing statements, recorded documents. Provide recorded documents to Local Share Partner with recording numbers.

**Local Share Partner Products:**

Local Share Partner's Program Manager and attorney review of closing documents and instruments. Provide documentation to authenticate that the individual signing all closing documents has authority to sign on behalf of the Local Share Partner.

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**Attachment E**  
**Funding Recognition**

As provided in this document, the Local Share Partner shall recognize that funding to complete the project was provided from the Metro 2006 Natural Areas Bond Measure. Such project recognition shall be included in and on on-site documentation, any published final products and visual presentations, web site information, collateral materials, newsletters, and press releases.

At or before project completion of a project, signage shall be installed at the project site in prominent and highly visible locations near each primary public access point or viewing access area (but not located in a manner that would have a detrimental impact on any natural area viewshed) to acknowledge Metro's funding of the project and any other project partners (as necessary) that have provided project funding. Signage shall be either:

- a. A standard, free-standing sign provided by Metro, which Metro shall make available to Local Share Partners upon request; or
- b. Inclusion of Metro's logo and script in other signage, with Metro's logo and script of a size in comparable proportion to the relative amount of funding provided by the Metro Bond Measure for the project being recognized, in relation to other agencies recognized on such signage. In no event, however, must Metro's logo and script be larger than the logo and script of the Local Share Provider. Metro shall make its graphics available upon request.

When the project is opened to the public, the Local Share Partner shall plan and hold at least one community/media event to publicize the project and its relationship to the Metro 2006 Natural Areas Bond Measure. The Local Share Partner agrees to provide the Metro Natural Areas Program Manager with written notice of such event at least three weeks prior to the scheduled event in order to coordinate with and allow for participation by Metro staff and elected officials.

At least once during the term of the Agreement, the Local Share Partner shall hold a public meeting with members of the Local Share Partner's governing body, at which the Local Share Partner shall recognize the Local Share Partner's partnership with Metro to complete the Local Share Partner's Bond Measure-funded projects. The Local Share Partners shall provide the Metro Natural Areas Program Manager with written notice of such public meeting at least three weeks prior to the scheduled event in order to coordinate with and allow for participation by Metro staff and elected officials.

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