CLACKAMAS COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA

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

Thursday, September 19, 2013 - 6:00 PM
Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-75

I. CALL TO ORDER
- Roll Call
- Pledge of Allegiance

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

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

1. Presentation of Health, Housing and Human Services 2013 Food Drive Results (Cindy Becker, Director)

IV. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

~NO DISCUSSION ITEMS SCHEDULED

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 Study Session. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Elected Officials

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

3. 2. Approval to Accept Supplemental Support for the Honest Opportunity Probation with Enforcement (HOPE) Demonstration Field Experiment Program Cooperative Agreement – *District Attorney*

B. Department of Emergency Management

4. 1. Approval of FY11 Urban Area Security Initiative (UASI) Local Grant Agreement with the City of Milwaukie

C. Juvenile Department

5 1. Approval of the Grant Award for the 2013 Edward Byrne Memorial Justice Assistance Grant Specialty Court Grant

6 2. Approval of the Grant Award for the 2013 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation

D. Business & Community Services

7 1. Approval of Amendment No. 4 of the Clackamas County Parks Priority Parks Project for the 2006 Metro Parks and Open Spaces Natural Areas Bond Money

VI. NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

8 1. Approval of a Contract with T Edge Construction Inc., for the Construction of Trillium Creek Park - *Purchasing*

VII. WATER ENVIRONMENT SERVICES

9 1. Approval of Amendment No. 2 to the Agreement with Clackamas County Service District No. 1, the Tri-City Service District and CDM Smith, Inc., for the Blue Heron Remedial Investigation and Feasibility Study, Phase 3

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION

1

Health, Housing & Human Services
CLACKAMAS COUNTY

Cindy Becker
Director

September 19, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

2013 H3S Food Drive

Purpose/Outcomes	Presentation of 2013 H3S Food Drive Results
Dollar Amount and Fiscal Impact	Through cash and donations, raised the equivalent of a record 28,343.87 lbs of food.
Funding Source	N/A
Safety Impact	N/A
Duration	N/A
Previous Board Action	N/A
Contact Person	Cindy Becker
Contract No.	N/A

BACKGROUND:
H3S has just completed its fifth year of its department food drive. The department is proud to report that we exceeded last year's donation, which had been our largest to date. 2013 is now our record donation year.

Donations per year of H3S involvement in the food drive.

2009	15,440.3 lbs.
2010	11,809.9 lbs.
2011	17,283.9 lbs.
2012	18,481.8 lbs.
2013	28,343.8 lbs.

On behalf of H3S I want to thank all of the staff who participated and the coordinators in each Division who helped make this food drive a success. We know that in difficult times, it is important for communities to come together to help each other. The food drive is a great example of this, and we look forward to beating our record next year.

Respectfully submitted,

Cindy Becker, Director

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Approval of previous Business Meeting minutes:

August 22, 2013
August 29, 2013

(Minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

Thursday, August 22, 2013 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner John Ludlow, Chair
Commissioner Martha Schrader
Commissioner Tootie Smith

EXCUSED: Commissioner Jim Bernard
Commissioner Paul Savas

I. CALL TO ORDER

- Roll Call

Commissioners Bernard and Savas are out of the office and will not be in attendance today.

- Pledge of Allegiance

II. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – spoke about the article in the Portland Tribune regarding Urban Renewal, the disincorporation of Damascus and the Trolley Trail.
2. Maryanna Moore, Gladstone – spoke about the Tri-Met agreement, incorporation of Oak Grove and issues on the river.

~Board Discussion~

III. PUBLIC HEARING

1. Board Order No. **2013-72** for Boundary Change Proposal CL 13-003, Annexation to Clackamas River Water

Chris Storey, County Counsel, presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Smith:	I move we approve the Board Order Approving the Annexation to Clackamas River Water.
Commissioner Schrader:	Second.
Commissioner Smith:	Aye
Commissioner Schrader:	Aye.
Chair Ludlow:	Aye.

Chair Ludlow – The motion is approved 3-0.

IV. DISCUSSION ITEMS)

~NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA

Chair Ludlow stated the four items under Public and Government Affairs, Cable Communication will be removed from the Consent Agenda for further clarification and review. He asked the Clerk to read the consent agenda by title - he then asked for a motion.

MOTION:

Commissioner Schrader:	I move we approve the consent agenda as amended.
Commissioner Smith:	Second.
Commissioner Smith:	Aye.
Commissioner Schrader:	Aye.
Chair Ludlow:	Aye.

The motion is approved 3-0.

A. Health, Housing & Human Services

1. Board Order No. **2013-73** Approval of the Mental Health Director's Designee to Authorize a Custody Hold Under *ORS 426.233* – *Behavioral Health*

2. Approval of a Revenue Agreement with Tri-County Metropolitan Transportation District of Oregon to Provide Medicaid Match Funding for Rides Provided by the Clackamas County Transportation Consortium – *Social Services*

3. Approval of an Intergovernmental Agreement with Clackamas County Health Housing and Human Service, Community Development Division and the City of Milwaukie for the HAD Ramps Project – *Community Development*

B. Public and Government Affairs

1. **REMOVED** - Approval of an Amendment to the Agreement between Clackamas County Cable Communications and Friends of Willamette Falls Media Center - *CABLE*

2. **REMOVED** - Approval of an Agreement between Clackamas County Cable Communications and Clackamas Community College for Educational Access Funds - *CABLE*

3. **REMOVED** - Approval of an Agreement between Clackamas County Cable Communications and Oregon City School District for Educational Access Funds - *CABLE*

4. **REMOVED** - Approval of an Agreement between Clackamas County Cable Communications and North Clackamas School District (Sabin Schellenberg Center) for Educational Access Funds - *CABLE*

VI. WATER ENVIRONMENT SERVICES

1. Approval of an Agreement between Clackamas County Service District No. 1 and Clackamas County Department of Transportation and Development for the Clackamas Industrial Area Drainage-Way Improvements

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 10:40 AM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

Thursday, August 29, 2013 - 10:00 AM
Public Services Building
2051 Kaen Rd., Oregon City, OR 97045

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

I. CALL TO ORDER

- Roll Call

Commissioners Schrader and Savas are out of the office and will not be in attendance today.

- Pledge of Allegiance

II. PRESENTATION

1. Presentation Recognizing Bob and Charlee Moore of Bob's Red Mill

Tracy Moreland, Public and Government Affairs presented the staff report and introduce Bob Moore of Bob's Red Mill. Mr. Moore thanked the Commissioners and Clackamas County for their support to Businesses over the years.

The Board presented a certificate of recognition to Mr. Moore.

Chair Ludlow, invited Danielle Cowan, Director of Tourism and Cultural Affairs (TCA) to come up and speak regarding her staff, Annie Baily, Communications and PR Manager at TCA who received the US Travel Association Rising Star Award.

II. CITIZEN COMMUNICATION

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

1. Cindy Lewis Wolfrum and Dan Blue, Milwaukie – submitted a letter regarding traffic and speed concerns on Johnson Road near the Shellenberg School.
2. Bon Mahoney, Oregon City – encouraged the Commissioners to continue reaching out to local cities and communities throughout the County.
3. Yvonne Lazarus, Milwaukie – asked about the ADDA website and its relationship with light rail.
4. Les Poole, Gladstone – asked when light rail went through land use process.
5. Maryanna Moore, Gladstone – acknowledged the Diamond Jubilee of Gladstone City Hall and concerned about light rail.
6. Dick McQueen, Welches – asked if the Board intended to start limiting the content of citizen's testimony.
7. Mack Woods, Canby – misc. concerns.
8. Laurel Rose, Mulino – Secretary for Mulino Hamlet – concern about road project from the TSP plan on Hwy. 213 in Mulino
9. Renee Hoem, Mulino – also concern about this road project in Mulino.

~Board Discussion~

IV. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title. He asked for Consent Agenda item D.1, (previous Business Meeting minutes) be removed from the consent agenda. He then asked for a motion.
~Board Discussion~
MOTION:
Commissioner Smith: I move we approve the consent agenda as amended.
Commissioner Bernard: Second.
~Board Discussion~
Chair Ludlow – the Clerk will call the poll.
Commissioner Smith: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye.
Chair Ludlow - the motion is approved 3-0.

A. Health, Housing & Human Services

1. Approval of Federal Lands Access Program Match Agreement with Federal Highway Administration for Mountain Express Bus Service in the Hoodland Area – *Social Services*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with the City of Molalla for Planning Services
2. Approval of Requirement Contract with VSS International, Inc. for Liquid Asphalt - *Purchasing*
3. Approval of a Contact with Harper Houf Peterson Righellis, Inc. for Construction Services for the Industrial Way Extension Project - *Purchasing*

C. Finance Department

1. Approval of Amendment No. 2 to the Preconstruction Services and Construction Manager/General Contractor Agreement with Hoffman Construction Inc. for the Courthouse Renovation Project - *Purchasing*

D. Elected Officials

1. **REMOVED** - Approval of Previous Business Meeting Minutes - *BCC*

E. Department of Emergency Management

1. Approval of an Intergovernmental Agreement with Sunrise Water Authority for the Use of Clackamas County Emergency Notification System
2. Approval of an Intergovernmental Agreement with the City of Portland for Purchase and Reimbursement Activities Related to the Use of the FY 2012 US Department of Homeland Security's Urban Area Security Initiative Grant Program
3. Approval of a Memorandum of Understanding with the Oregon Department of Forestry Incident Management Team Shadow Program
4. Approval of the Hazard Mitigation Grant Program Intergovernmental Agreement DR-1956-OR to Develop Flood Erosion Hazard Evaluation for the Upper Sandy River

F. Public and Government Affairs

1. Approval of an Amendment to the Agreement between Clackamas County Cable Communications and Friends of Willamette Falls Media Center - *Cable*
2. Approval of an Agreement between Clackamas County Cable Communications and Clackamas Community College for Educational Access Funds - *Cable*
3. Approval of an Agreement between Clackamas County Cable Communications and Oregon City School District for Educational Access Funds - *Cable*
4. Approval of an Agreement between Clackamas County Cable Communications and North Clackamas School District (Sabin Schellenberg Center) for Educational Access Funds - *Cable*

G. County Counsel

1. Authorization of the Sale of Land to Tri-Met

VI. DEVELOPMENT AGENCY

1. Approval of a Contract with Otak, Inc. for Consulting Engineering Services for the Capps Road Property, also known as the Clackamas Industrial Area Opportunity Site, Stormwater Mitigation and Road Construction Project - *Purchasing*

VII. SERVICE DISTRICT NO. 5 (Street Lighting)

1. Board Order No. **2013-74** Certifying the 2013-2014 Assessment Roll for Clackamas County Service District No. 5

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION
http://www.clackamas.us/bcc/business.html

MEETING ADJOURNED 11:43 AM

John S. Foote, District Attorney for Clackamas County
Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

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September 26, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to accept FY 2013 Supplemental Support for the Honest Opportunity Probation with Enforcement (HOPE) Demonstration Field Experiment (DFE) Program
Cooperative Agreement Number: 2011-RY-BX-K007

Purpose/Outcomes	This supplemental support will provide funding to extend the HOPE DFE through March 31, 2015.
Dollar Amount and Fiscal Impact	The award is $425,000 to be used to support the HOPE DFE operations for an additional 19.0 months.
Funding Source	U.S. Department of Justice and Bureau of Justice Assistance under the Second Chance Act of 2007 (Public Law 110-199, Se 245)
Safety Impact	The HOPE DFE is intended to: (a) improve supervision strategies that will reduce recidivism; (b) promote and increase collaboration among agencies and officials who work in probation and related fields; and (c) develop and implement strategies to improve the outcomes of "high-risk" probationers that can be used throughout the nation.
Duration	The extension is from October 1, 2013 through March 31, 2015
Previous Board Action/Review	The acceptance of the HOPE DFE grant award for the amount of $846, 031 was approved by the Board of County Commissioners on September 29, 2011. Approval to apply for supplemental funds was received on August 1, 2013.
Contact Person	Sarah Brown, HOPE Point of Contact – District Attorney's Office, 503-650-3532

BACKGROUND:
Clackamas County was one of four sites selected nationally to support the Honest Opportunity Probation with Enforcement (HOPE) Demonstration Field Experiment. The initial grant of $846,031 provided funding for one (1) FTE judicial staff, one (1) FTE project coordinator, two (2) FTE probation officers, and two (2) PT urine analysis (UA) technicians @ 20 hrs. a wk. and grant mandated travel for two-years.

The invitation to apply for supplemental funds is non-competitive and the funds are intended to support the HOPE DFE operations for an additional 18.5 months. Carryover funding from the initial grant award is projected to be $369,000. These funds will be added to the $425,000 supplement for a projected total of $794,000 and will be used to fund three (3) FTE probation officers, two (2) PT UA technicians @ 30 hrs. a wk. and overtime funding to expedite the apprehension of HOPE absconders. Funding is also budgeted to compensate defense for

representing HOPE defendants during warning hearings, grant mandated travel, and bus tickets. A match for in-kind services is projected to be $139,270 for HOPE DFE related activities that are provided by staff from the Clackamas County Circuit Court, Community Corrections, Sheriff, Jail, and District Attorney's office who as a whole, spent an average of 10 hours a month each during the past fourteen months.

RECOMMENDATION:
Staff respectfully recommend that the Board of County Commissioners approve the District Attorney's application for FY 2013 Supplemental Support for the Honest Opportunity Probation with Enforcement Demonstration Field Experiment Program Cooperative Agreement Number: 2011-RY-BX-K007. We further request that County Administrator, Don Krupp sign the Cooperative Agreement on behalf of the County.

Respectfully submitted,

Sarah Brown

Sarah Brown
Administrator
District Attorney's Office

Attached: HOPE DFE Cooperative Agreement

Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 6, 2013

Mr. Steve Wheeler
Clackamas County
2051 Kaen Road
Oregon City, OR 97045

Dear Mr. Wheeler:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 12 Solicited - Capacity Building in the amount of $425,000 for Clackamas County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Jennifer Lugue, Program Manager at (202) 305-8064; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Karol V. Mason

Karol Virginia Mason
Assistant Attorney General

Enclosures

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 6, 2013

Mr. Steve Wheeler
Clackamas County
2051 Kaen Road
Oregon City, OR 97045

Dear Mr. Wheeler:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Clackamas County
2051 Kaen Road
Oregon City, OR 97045

4. AWARD NUMBER: 2011-RY-BX-K007

5. PROJECT PERIOD: FROM 10/01/2011 TO 03/31/2015
BUDGET PERIOD: FROM 10/01/2011 TO 03/31/2015

6. AWARD DATE 09/06/2013

7. ACTION
Supplemental

1A. GRANTEE IRS/VENDOR NO.
936002286

8. SUPPLEMENT NUMBER
01

9. PREVIOUS AWARD AMOUNT $ 846,031

3. PROJECT TITLE
FY 2013 Supplemental Support for the Honest Opportunity Probation with Enforcement (HOPE): Demonstration Field Experiment (DFE) Program. Award #:2011-RY-BX-K007

10. AMOUNT OF THIS AWARD $ 425,000

11. TOTAL AWARD $ 1,271,031

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY13(BJA - Second Chance Act Research) 42 USC 17551, et seq.

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL	GRANTEE ACCEPTANCE
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Steve Wheeler Administrator
17. SIGNATURE OF APPROVING OFFICIAL Karol V. Mason	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD.ACT.	OFC.	DIV.REG.	SUB.	POMS	AMOUNT
X	B	RY	80	00	00		425000

21. KRYUGT1348

PROJECT NUMBER 2011-RY-BX-K007 AWARD DATE 09/06/2013

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

Initial_____

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.

11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

15. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Initial _____

PROJECT NUMBER 2011-RY-BX-K007 AWARD DATE 09/06/2013

SPECIAL CONDITIONS

16. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.

Initial _____

PROJECT NUMBER 2011-RY-BX-K007 AWARD DATE 09/06/2013

SPECIAL CONDITIONS

17. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds $20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

1) name of event;

2) event dates;

3) location of event;

4) number of federal attendees;

5) number of non-federal attendees;

6) costs of event space, including rooms for break-out sessions;

7) costs of audio visual services;

8) other equipment costs (e.g., computer fees, telephone fees);

9) costs of printing and distribution;

10) costs of meals provided during the event;

11) costs of refreshments provided during the event;

12) costs of event planner;

13) costs of event facilitators; and

14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

1) meals and incidental expenses (M&IE portion of per diem);

2) lodging;

3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,

4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available at www.ojp.gov/funding/confcost.htm.

Initial _____

SPECIAL CONDITIONS

18. The recipient agrees to budget funds for one staff representative to attend BJA's Annual Training and Technical Assistance Providers' Meeting once a year for two to three (2-3) days in Washington, D.C. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

19. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.

20. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

21. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

22. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

23. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2011-RY-BX-K007 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.

24. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

25. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Initial _____

PROJECT NUMBER 2011-RY-BX-K007 AWARD DATE 09/06/2013

SPECIAL CONDITIONS

26. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

27. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

    The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

    It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

    The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

28. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

29. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds $100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.

30. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

31. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

    This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

32. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

Initial _____

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Clackamas County

Awards made under this solicitation will be used to develop, implement, and support national, state, and local demonstration, training, and technical assistance programs. The programs will help local communities improve the capacity of local justice systems and provide for national criminal justice support efforts.

None of the following activities will be conducted either under the OJP federal action or a related third party action:

1) New construction;
2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
3) A renovation which will change the basic prior use of a facility or significantly change its size;
4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Initial _____

Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Cooperative Agreement

PROJECT NUMBER	PAGE 1 OF 1
2011-RY-BX-K007	

This project is supported under FY13(BJA - Second Chance Act Research) 42 USC 17551, et seq.

1. STAFF CONTACT (Name & telephone number)	2. PROJECT DIRECTOR (Name, address & telephone number)
Jennifer Lugue (202) 305-8064	Sarah Brown Administrator 807 Main Street, Room 7 Oregon City, OR 97045-1844 (503) 650-3532

3a. TITLE OF THE PROGRAM	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
BJA FY 13 Solicited - Capacity Building	

4. TITLE OF PROJECT

FY 2013 Supplemental Support for the Honest Opportunity Probation with Enforcement (HOPE): Demonstration Field Experiment (DFE) Program. Award #:2011-RY-BX-K007

5. NAME & ADDRESS OF GRANTEE	6. NAME & ADRESS OF SUBGRANTEE
Clackamas County 2051 Kaen Road Oregon City, OR 97045	

7. PROGRAM PERIOD	8. BUDGET PERIOD
FROM: 10/01/2011 TO: 03/31/2015	FROM: 10/01/2011 TO: 03/31/2015

9. AMOUNT OF AWARD	10. DATE OF AWARD
$ 425,000	09/06/2013

11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The grant recipient will use the FY 2013 SCA grant funds to operate the Honest Opportunity Probation with Enforcement (HOPE) program. The objectives are to successfully manage 200 HOPE probationers and maintain strong working relationships among key partners, while maintaining or improving Community Corrections' successful probation outcomes and recidivism rates. CA/NCF

OJP FORM 4000/2 (REV. 4-88)

Initial _____

4

NANCY S. BUSH
DIRECTOR

CLACKAMAS COUNTY

DEPARTMENT OF EMERGENCY MANAGEMENT

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

September 19, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of FY11 Urban Area Security Initiative (UASI)
Local Grant Agreement (LGA) with the City of Milwaukie

Purpose/Outcomes	Approving the FY11 LGA between Clackamas County and the City of Milwaukie allows the City of Milwaukie to receive and/or benefit from UASI grant funds that pass through Clackamas County.
Dollar Amount and Fiscal Impact	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 LGA, the City of Milwaukie will be eligible to receive an $18,000 portable light plant for use in public works and emergency/disaster operations.
Funding Source	The United States Department of Homeland Security, Federal Emergency Management Agency - no County General Funds are involved.
Safety Impact	The City of Milwaukie will be able to enhance their emergency/disaster response equipment capability with funds from this grant.
Duration	The FY11 UASI grant award period is from March 1, 2012 through May 31, 2014.
Previous Board Action	The FY11 UASI LGA was reviewed by the Board of County Commissioners in a study session on January 29, 2013. Formal approval of the document was made during the February 7, 2013 business meeting – agenda item 020713-C1.
Contact Person	Sarah Stegmuller Eckman, Administrative Services Manager, 503-650-3381
Contract No.	N/A

BACKGROUND:
Clackamas County is a signatory to an 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 FY11 UASI LGA with the City of Milwaukie will allow the City to receive an $18,000 portable light plant, as well as to be eligible to benefit from any future FY11 UASI funding opportunities.

The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:
Staff respectfully recommends approval of the FY11 UASI LGA between Clackamas County and the City of Milwaukie.

Respectfully submitted,

Nancy Bush

Nancy Bush, Diretor

URBAN AREA SECURITY INITIATIVE (UASI)
LOCAL GRANT AGREEMENT

THIS IS an intergovernmental agreement (Agreement) between Clackamas County, Oregon ("County") and the City of Barlow, the City of Canby, the City of Damascus, the City of Estacada, the City of Gladstone, the City of Happy Valley, the City of Johnson City, the City of Lake Oswego, the City of Milwaukie, the City of Molalla, the City of Oregon City, the City of Rivergrove, the City of Sandy, the City of West Linn, the City of Wilsonville, Boring Fire District, Canby Fire District #62, Clackamas Fire District #1, Colton Fire District #70, Estacada Rural Fire District #69, Hoodland Fire District #74, Molalla Rural Fire Protection District #73, Sandy Fire District #72, Boring Water District, Clackamas River Water and Sunrise Water District ("Sub-recipient") entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190 for the coordination of activities related to use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

SECTION I. RECITALS

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Sub-recipient (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of $4,925,160, in Fiscal Year 2011 to the state of Oregon (State) for distribution to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #11-170 (CFDA #97.008) to the City of Portland, Bureau of Emergency Management (PBEM) (referred to as Portland Office of Emergency Management (POEM) in all other referenced documents, currently named PBEM), as sub grantee, for Fiscal Year 2011 in the amount of $4,668,953, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #11-170 is intended to increase the capabilities of the PUA, which includes jurisdictions, agencies, and organizations in Multnomah, Clackamas, Columbia, and Clackamas counties in Oregon and Clark County in Washington, to prevent, protect against, respond to, and recover from threats and acts of terrorism; and

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

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

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

WHEREAS, the City of Portland and all other PUA jurisdictions, agencies, and organizations that receive direct benefit from UASI grant purchases are required to comply with all terms of the UASI Grant # 11-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the City of Portland has entered into an agreement with Clackamas County to secure the County's commitment to follow the City of Portland-developed procurement, delivery, reimbursement, and reporting procedures, to ensure its compliance with all terms of the grant, and to obligate it to coordinate with and obtain similar assurances from directly benefiting jurisdictions, agencies, and organizations within the County.

WHEREAS, upon acceptance and signature of this Local Government Agreement, the sub-recipient becomes eligible to receive UASI FY2011 funding.

NOW, THEREFORE, the parties agree as follows:

1. **The County agrees:**

   To coordinate grant-related procurement, reimbursement, and reporting activities with directly benefiting jurisdictions, agencies, and organizations in the County consistent with the processes developed by the City of Portland to manage those activities.

2. **The Sub-recipient agrees:**

   a) That it has read the award conditions and certifications for UASI Grant #11-170, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the City of Portland, as grantee, under those grant documents.

   b) To comply with all City of Portland and State financial management and procurement requirements, including competitive bid processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:

i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).

ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).

iii. Audit Requirements: OMB Circular A-133.

c) That all equipment, supplies, and services provided by the City of Portland are as described in the approved grant budget documents, which the Sub-recipient has seen.

d) That it will not deviate from the items listed in the approved grant budget documents without first securing written authority from the City of Portland.

e) To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the City of Portland, Clackamas County and the State.

f) To treat all single items of equipment valued over $5,000 as fixed assets and to provide the City of Portland with a list of such equipment. The list should include, but is not limited to, dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored. All requirements for the tracking and monitoring of fixed assets are set forth in 44 CFR Part 13.

g) To maintain and store all equipment and supplies, provided or purchased, in a manner that will best prolong its life and keep it in good working order at all times.

h) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the Sub-recipient until proper disposition takes place. The Sub-recipient shall be responsible for inventory tracking, maintenance, and storage while in possession of such equipment and supplies.

i) That any request or invoice it submits for reimbursement of costs is consistent with the items identified in the approved grant budget documents.

j) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the City of Portland, State, and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.

k) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant

from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

l) That all financial records and supporting documentation, and all other records pertinent to this grant or agreements under this grant, shall be retained for a minimum of six years following termination, completion, or expiration of this Agreement for purposes of City of Portland, State, or federal examination and audit.

m) To obtain a copy of 44 CFR Part 13 and all applicable OMB circulars, and to apprise itself of all rules and regulations set forth.

n) Not to supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.

o) To list the City of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the City and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment, supplies, or services provided under this Agreement, and as a party to whom a listed duty is due.

p) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State.

q) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.

r) To provide timely compliance with all reporting obligations required by the grant's terms and the City of Portland.

s) To provide the City of Portland with Performance Reports, Financial Reimbursement Reports, and Audit Reports when required by the City of Portland and in the form required by the City of Portland.

   i. Performance Reports are due to PBEM biannually on June 15th and December 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.

   ii. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial

Reimbursement Reports could result in the suspension and/or termination of the grant.

iii. Per UASI Grant #11-170, Section K.2.b., reimbursement for expenses may be withheld if performance reports are not submitted by the specified dates or are incomplete.

t) To follow the travel expense and per diem guidelines set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City of Portland and State. Per UASI Grant #11-170, Section K.2.c., reimbursements rates for travel expenses shall not exceed those allowed by the State. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expense or authorized rates incurred.

GSA per diem rates can be found on the GSA website: http://www.gsa.gov/portal/category/21287.

The City of Portland's guidelines can be found on the Office of the City Auditor's website:
BCP-FIN-6.13 Travel:
http://www.portlandonline.com/auditor/index.cfm?&c=34747&a=160271

BCP-FIN-6.14 **Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:**
http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747

u) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.

3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated on March 31, 2014, unless otherwise extended by the parties in writing or terminated due to failure of one of the Parties to perform.

4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program grant, the agreement between the State and the City of Portland, and the City of Portland's UASI grant agreement with the County.

5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the Sub-recipient's failure or inability to comply with the provisions of the grant or the Agreement, the Sub-recipient will be liable to the City of Portland for the full cost of any equipment, materials, or services provided by the City of Portland to the Sub-recipient, and any penalties imposed by the

State or Federal Government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of Washington County for the state of Oregon. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.

7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

8. **Survival.** The terms, conditions, representations, and all warranties in this Agreement shall survive the termination or expiration of this Agreement.

9. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

10. **Indemnification.**

    a) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the County, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from the acts of the Sub-recipient, its officers, employees, and agents in the performance of this Agreement.

    b) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall indemnify, defend and hold harmless the Sub-recipient from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees, and agents in the performance of this Agreement.

11. **Third Party Beneficiaries.** The County and the Sub-recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to

give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.

12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.

13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY-11 UASI program grant and that it is the entire agreement between them relative to that grant.

14. **Worker's Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.

15. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

16. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers, and other records of the other party which are related to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), the Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.

17. **Subcontracts and Assignment.** Neither party will subcontract or assign any part of this Agreement without the prior written consent of the other party. Notwithstanding County approval of a subcontractor, the Sub-recipient shall remain obligated for full performance hereunder, and the County shall incur no obligation other than its obligations to the Sub-recipient hereunder.

County program liaison for this Agreement is:

Nancy Bush, Director
Clackamas County Department of Emergency Management
2200 Kaen Road
Oregon City, OR 97045
(503) 655-8665

Sub-recipient liaison for this Agreement is:

Name: Willie Miller
Jurisdiction/District: Facilities Maintenance Coordinator
Address: 6101 SE Johnson Creek Blvd. Milwaukie, OR 97206
Phone: 503-786-7621

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CLACKAMAS COUNTY, a political subdivision of the State of Oregon

By: _____

Date: _____, 2013

Approved as to form
By: _____
County Counsel

Date: 9/10/13, 2013

SUB-RECIPIENT

By: _____
Authorized Signature

For: City of Milwaukie
Sub-recipient

Date: August 20, 2013

Approved as to form

By: _____
Attorney

Date: August 20, 2013

CLACKAMAS COUNTY

5

ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

September 19, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Award for the 2013 Byrne/JAG
Speciality Court Grant

Purpose/Outcomes	This grant awards $110,712 in funding to enhance the services of our Juvenile Drug Court, including hiring two part time staff to provide vocational and educational support services to these youth and their families.
Dollar Amount and Fiscal Impact	This grant award is for $110,712. There will be no match of County general fund attached to this grant award
Funding Source	FY 2013 Byrne/JAG Specialty Court provided through the Criminal Justice Commission. There are no county general fund match dollars required.
Safety Impact	Vocational and Educational support services assist in the success and transition of high-risk substance abusing youth to a successful community transition from their highly structured drug court program, thereby reducing their risk to re-offend.
Duration	Effective through June 30, 2014.
Previous Board Action	None
Contact Person	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	N/A

BACKGROUND:

The Juvenile Department received notification of a Grant Award for the FY 2013 Byrne/JAG Specialty Court provided through the Criminal Justice Commission. The Award Notification was received on August 23, 2013. This grant awards $110,712 in funding to enhance the services of our Juvenile Drug Court.

RECOMMENDATION:

Staff recommends the Board approval of the grant award in the amount of $110,712.

Respectfully submitted,

Ellen Crawford

Ellen Crawford, Director
Juvenile Department

For more information on this issue or copies of attachments
contact Crystal Wright, ext 7112

CRIMINAL JUSTICE COMMISSION
SPECIALTY COURTS GRANT PROGRAM

885 Summer Street NE
Salem, OR 97301

This Agreement is made and entered into by and between the **State of Oregon,** acting by and through its Criminal Justice Commission, hereafter referred to as "CJC," and **Clackamas County,** hereinafter referred to as "Grantee," and collectively referred to as the "Parties."

1. Effective Date; Availability of Grant Funds. This Agreement shall become effective on the later of **September 1, 2013** or the date when this Agreement is fully executed and approved as required by applicable law. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date provided in Exhibit A. CJC's obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

2. Agreement Documents. This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A:	**Project Description and Budget**
Exhibit B:	**Grant Application**
Exhibit C:	**Subcontractor Insurance**
Exhibit D:	**Federal Terms and Conditions**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D, this Agreement without Exhibits; Exhibit A; Exhibit C; Exhibit B.

3. Project Cost; Grant Funds. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **$110,712** in Grant Funds for eligible costs described in Section 6 hereof.

4. Project. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by CJC by amendment pursuant to Section 11.d hereof.

5. Reports. Grantee shall submit the reports required by this section by accessing and completing the report forms at: http://www.cjcgrants.com.

a. Progress Reports. Grantee shall to submit a report each quarter on its progress in meeting each of its agreed upon goals and objectives and comprehensive evaluation plan. Progress reports must include data on performance measures. Reports must be received by CJC no later than January 20, 2014, April 20, 2014 and July 20, 2014. Grantee must receive prior approval from CJC to extend a progress report requirement past its due date. CJC may adjust

this reporting schedule on an as needed-basis upon notice to Grantee as provided in Section 11.g.

b. Financial Reimbursement Reports.

i. In order to receive reimbursement, Grantee shall submit to CJC Requests for Reimbursement (RFR) that include supporting documentation for all grant expenditures. CJC must receive RFRs no later than January 20, 2014, April 20, 2014 and July 20, 2014. Reimbursements for expenses will be withheld if Progress Reports have not timely been submitted or are incomplete. Grantee must receive prior approval from CJC to extend an RFR past its due date.

ii. Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at http://www.oregon.gov/DAS/CFO/SARS/pages/oam_toc.aspx#Chapter_40___Travel. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.

iii. When requesting reimbursement for equipment costing over $5,000, the Grantee agrees to provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.

iv. Reimbursements will be made only for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before the Project Start Date or after the Project End Date.

v. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or amounts resulting from the Agreement that results in a debt owed to the Federal Government. CJC may apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. CJC shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by CJC within 30 days of CJC's approval of a RFR. Eligible costs are the reasonable and necessary costs incurred by Grantee, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by CJC, either by this Agreement or by exclusion as a result of financial review or audit.

b. Conditions Precedent to Disbursement. CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Grantee is in compliance with the terms of this Agreement.

iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

iv. Grantee has provided to CJC a RFR in accordance with Section 5.b.i. hereof. Grantee must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Project End Date. Failure to submit the final request for reimbursement within 60 days after the Termination Date could result in non-payment.

c. **Recovery of Grant Funds.** Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to CJC. Grantee shall return all Misexpended Funds to CJC promptly after CJC's written demand and no later than 15 days after CJC's written demand. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. **No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from any this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

e. **Registration with the System for Award Management (SAM).** Grantee has registered with SAM (available through http://www.ojp.usdoj.gov/funding/sam.htm) and has provided its Data Universal Numbering System (DUNS) Number to CJC.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

a. **Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, state minimum standards for audits of municipal corporations, and Office of Management and Budget (OMB) Circular A-133.. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements. CJC, the Secretary of State of the State of Oregon (Secretary), the United States Department of Justice Office of Special Programs, Bureau of Justice Assistance (USDOJ), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, USDOJ and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC, the Secretary and USDOJ to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit

questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

c. **Expenditure Records.** Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

d. **Audits.** If Grantee expends $500,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to CJC within 30 days of completion. If Grantee expends less than $500,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a herein.

e. **Audit Costs.** Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Grantee did not expend $500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this grant.

9. **Grantee Subagreements and Procurements**

a. **Subagreements.** Grantee may enter into agreements with subgrantees, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

i. All subagreements must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee agrees to provide CJC with a copy of any signed subagreement upon request by CJC. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Grantee to CJC within ten (10) days of its being discovered.

b. **Subagreement indemnity; insurance.**

Grantee's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be

indemnified by the other party to Grantee's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Grantee's subgrantee(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Grantee's subgrantee(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's subgrantee is prohibited from defending State or that Grantee's subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's subgrantee if State elects to assume its own defense.

Grantee shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

c. Procurements.

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of $100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Interagency agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to CJC.

10. Termination

a. Termination by CJC. CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

i. Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or

ii. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

iv. The Project would not produce results commensurate with the further expenditure of funds; or

v. Grantee takes any action pertaining to this Agreement without the approval of CJC and which under the provisions of this Agreement would have required the approval of CJC.

b. Termination by Grantee. Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

i. The requisite local funding to continue the Project becomes unavailable to Grantee or Grantee is unable to continue implementation of the Program as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or

ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

iii. Upon termination of this Agreement under this subsection b, CJC may end all further disbursements of grant funds upon receipt of Grantee's termination notice but Grantee shall not be required to repay to CJC any grant funds previously disbursed to and expended by Grantee in accordance with the terms and conditions of this Agreement.

c. Termination by Either Party. Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period

provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. GENERAL PROVISIONS

a. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. **Reserved.**

d. **Amendments; budget changes.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Budget in Exhibit A that do not increase the total budget amount. The proposed changes to the Budget will be effective without a written Amendment to this Agreement upon written approval by CJC delivered to Grantee as provided in Section 11.g.

e. **Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

f. **No Third Party Beneficiaries.** CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Grantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

h. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

i. Compliance with Law. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. Insurance; Workers' Compensation. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than $500,000 must be included. Grantee shall ensure that each of its subgrantee(s), contractor(s), and subcontractor(s) complies with these requirements.

k. Independent Contractor. Grantee shall perform the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

m. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Approved by Grantee

Signature of Grantee Date

Name/Title

Federal Tax ID Number State Tax ID Number

Approved by Criminal Justice Commission

Craig Prins, Executive Director Date

CJC Grant Administrator
Lorin Dunlop
885 Summer St. NE
Salem, OR 97301-2524
503-378-4078
lorin.dunlop@state.or.us

Grantee Contact
Crystal Wright
2051 Kaen Rd
Oregon City, OR 97045
503-655-8362
crystal@co.clackamas.or.us

EXHIBIT A

Project Description and Budget

The goal of the Criminal Justice Commission's *Specialty Courts Grant Program* is to financially support existing Oregon specialty courts serving adults, juveniles, families and Veterans struggling with substance abuse and co-occurring disorders.

This grant award agreement funds the **Clackamas County Juvenile Drug Court**.

Project Start Date: September 1, 2013

Project End Date: June 30, 2014

GRANT #: BJ-13-022

CFDA #: 16.738

PROGRAM CONTACT: Crystal Wright

FISCAL CONTACT: Crystal Wright

EMAIL: crystal@co.clackamas.or.us

EMAIL: crystal@co.clackamas.or.us

TELEPHONE: 503-655-8342

TELEPHONE: 503-655-8342

BUDGET SUMMARY:

	Grant Funds Requested	Other Support	Total
Personnel Salaries	$63,868.48	$0	$63,868.48
Contractual/Consultant Services	$0	$0	$0
Rent And Utilities	$0	$0	$0
Supplies	$19,765.22	$0	$19,765.22
Travel/Training/Conferences	$10,000.00	$0	$10,000.00
Equipment	$0	$0	$0
Administration	$0	$0	$0
Evaluation	$17,078.30	$0	$17,078.30
Other Expenses	$0	$0	$0
Total	$110,712.00	$0	$110,712.00

EXHIBIT B

Grant Application

Grantee's Grant Application is maintained by CJC in a separate physical document and is incorporated in this Exhibit B by reference.

EXHIBIT C

Subagreement Insurance Requirements

Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than $500,000 must be included.

ii. PROFESSIONAL LIABILITY

☒ Required by CJC ☐ Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by CJC:

☒ $2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. COMMERCIAL GENERAL LIABILITY.

☒ Required by CJC ☐ Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by CJC:

Bodily Injury, Death and Property Damage:

☒ $1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iv. AUTOMOBILE Liability Insurance: Automobile Liability.

☒ Required by CJC ☐ Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by CJC:

Bodily Injury, Death and Property Damage:

☒ $1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include CJC, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and Grantee 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and CJC may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If CJC approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed

on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

The grantee shall immediately notify the CJC of any change in insurance coverage.

EXHIBIT D

Federal Terms and Conditions

I. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)

II. No Supplanting. The Grantee certifies that Federal funds will not be used to supplant State or local funds, but will be used to increase the amount of funds that, in the absence of Federal aid, would be made available for law enforcement activities.

III. Compliance with Applicable Law. The Grantee shall comply with all applicable laws, regulations, and guidelines as written or as amended, of the State of Oregon, the Federal Government and CJC in the performance of this Agreement. Without limiting the generality of the foregoing, Grantee shall comply with all laws, rules and guidelines set forth in the most recent version of the *Grant Management Handbook* published by CJC, including but not limited to:

A. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment Regulations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 54, Title IX Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.

B. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).

C. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.

D. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.).

E. National Environmental Policy Act of 1969, 42 USC 4321 et seq.

F. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.

G. Clean Air Act, 42 USC 7401 et seq.

H. Clean Water Act, 33 USC 1368 et seq.

I. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.

J. Safe Drinking Water Act of 1974, 42 USC 300f et seq.

K. Endangered Species Act of 1973, 16 USC 1531 et seq.

L. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.

M. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
N. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
O. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
P. Indian Self-Determination Act, 25 USC 450f.
Q. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
R. Animal Welfare Act of 1970, 7 USC 2131 et seq.
S. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
T. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.
U. 28 CFR Part 46 and all USDOJ Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

IV. Standard Assurances and Certifications Regarding Lobbying.

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. The CJC will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subgrantees will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

V. Certification of Non-discrimination.

The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination

under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, disability, or gender. Grantee shall comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); the Victims of Crime Act (42 U.S.C. 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); Title VI the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); the Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42, Subparts C, D, E, G, and I, and pt. 54 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

In accordance with Federal civil rights laws, the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

In the event that a Federal or State court or administrative agency, such as BOLI, makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to CJC. CJC will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The addresses for CJC and OCR are as follows:

Oregon Criminal Justice Commission
885 Summer Street, NE
Salem, Oregon 97301

Office for Civil Rights
Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

VI. Systems Requirements.

A. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the Office of Justice Programs (OJP) requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov.gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and

appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

B. Any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, Grantee may be fined as per 42 U.S.C 3789g(c)-(d). Grantee may not satisfy such a fine with federal funds.

C. Grantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

D. To avoid duplicating existing networks or information technology systems in any initiatives funded by OJP, Bureau of Justice Assistance (BJA) for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed information technology system.

VII. Services to Limited-English-Proficient (LEP) Persons.

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, the CJC and grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

VIII. Equal Employment Opportunity Plan (EEOP). The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and the DJCS, if it has received a single reward of $500,000 or more. If the grantee receives $25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For public grantee agencies receiving less than $25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, the grantee will provide

an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. EEOP Certification Forms are available at: http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf:

If required to formulate an EEOP, the Grantee must maintain a current copy on file which meets the applicable requirements. **The grantee must complete the EEOP certification and submit the Certification or the EEOP document (as applicable) within 60 days of contract execution.**

IX. National Environmental Policy Act (NEPA); Special Condition for U.S. Department of Justice Grant Programs.

A. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

1. new construction;

2. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;

3. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and

4. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

B. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Bureau of Justice Assistance, agrees to cooperate with the Bureau of Justice Assistance in any preparation by the Bureau of Justice Assistance of a national or program environmental assessment of that funded program or activity.

X.. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. The Grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (1).

D. Notifying the employee that, as a condition of employment under the award, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.

E. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace.

XI. No Text Messaging While Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," Grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Agreement an to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.

CLACKAMAS COUNTY

ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

September 19, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Award for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program
FY 2013 Local Solicitation

Purpose/Outcomes	This grant will be used to extend a Human Services Coordinator 2 position to full time to recruit, screen, train, coordinate and supervise the volunteers. This position will be instrumental in the development of a pilot for the City Diversion Panels in the training and recruitment for volunteer panel members to focus on implementing restorative justice principles in the operations of the diversion panels.
Dollar Amount and Fiscal Impact	This is a formula grant providing $29,661 to Clackamas County. There will be no match of County general fund attached to this grant award
Funding Source	FY 2013 Local Solicitation provided through the Edward Byrne Memorial Justice Grant (JAG).
Safety Impact	This positions recruits community volunteers to work with at-risk youth in their own communities. This allows greater advocacy and understanding of at-risk youth and creates community support systems for them.
Duration	Effective through September 30, 2016.
Previous Board Action	None
Contact Person	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	N/A

BACKGROUND:

The Juvenile Department received notification of a Grant Award for the FY 2013 Local Solicitation provided through the Edward Byrne Memorial Justice Grant (JAG). This is a formula grant providing $29,661 to Clackamas County. The Juvenile Department was awarded FY 2010 Local Solicitation of $46,976, the FY 2011 Local Solicitation of $39,013, and the FY 2012 Local Solicitation of $32,236.

RECOMMENDATION:

Staff recommends the Board approval of the grant award in the amount of $29,661.

Respectfully submitted,

Ellen Crawford

Ellen Crawford, Director
Juvenile Department

For more information on this issue or copies of attachments
contact Crystal Wright, ext 7112

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Clackamas County Juvenile Department
2121 Kaen Road
Oregon City, OR 97045

4. AWARD NUMBER: 2013-DJ-BX-0326

5. PROJECT PERIOD: FROM 10/01/2012 TO 09/30/2016
BUDGET PERIOD: FROM 10/01/2012 TO 09/30/2016

6. AWARD DATE 08/23/2013

7. ACTION: Initial

1A. GRANTEE IRS/VENDOR NO.
096992656

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Volunteer Diversion Panel for Low Risk Offenders

10. AMOUNT OF THIS AWARD $ 29,661

11. TOTAL AWARD $ 29,661

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL	GRANTEE ACCEPTANCE
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Ellen F. Crawford Director
17. SIGNATURE OF APPROVING OFFICIAL	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL: Ellen Crawford 19A. DATE: 5/26/13

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD.ACT.	OFC.	DIV.REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		29661

21. MDJUGT0625

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.

11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

EA

SPECIAL CONDITIONS

16. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

17. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.

18. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

SPECIAL CONDITIONS

20. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

21. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).

22. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

23. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any FY 2013 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

SPECIAL CONDITIONS

24. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

26. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

27. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

28. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

31. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

SPECIAL CONDITIONS

32. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

34. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

35. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

36. No JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any JAG funding approved for this purpose would be subject to additional reporting, which would be stipulated by BJA post-award.

37. BJA strongly encourages the recipient submit annual (or more frequent) JAG success stories at JAG.Showcase@ojp.usdoj.gov or via the online form at https://www.bja.gov/contactus.aspx. JAG success stories should include the: name and location of program/project; point of contact with phone and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

38. The recipient may not obligate, expend, or draw down any award funds until: (1) the recipient obtains active registration with the System for Award Management (SAM) database, (2) the recipient notifies the program office in writing of its registration, and (3) a Grant Adjustment Notice (GAN) is issued removing this special condition.

SPECIAL CONDITIONS

39. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.

40. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.

7

GARY BARTH
DIRECTOR

CLACKAMAS COUNTY

BUSINESS AND COMMUNITY SERVICES

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

September 19, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. Four of Clackamas County Parks Priority Parks Projects for the 2006 Metro Parks and Open Spaces Natural Areas Bond Monies

Purpose/Outcomes	Amendment No. 4 will change the funding allocation of 2006 Metro Parks and Open Spaces Natural Areas bond monies allocated to County Parks.
Dollar Amount and Fiscal Impact	$64,000 will be moved from Madrone Wall Park Phase 1 to Springwater Trail north to County Line. There are no fiscal impacts on the County Parks' budget. The $64,000 was already included in the 2013-14 fiscal year. This is simply a shift in funds from one project to another.
Funding Source	Metro Regional Parks
Safety Impact	None
Duration	Current Intergovernmental Agreement with Metro expires March 31, 2013
Previous Board Action	Board Order 2006-47 approved the original project funding allocation in March 2006. Board Order 2007-345 approved Amendment No. 1 in July 2007. Board Order 2008-52 approved Amendment No. 2 in April 2008. Board Order 2009-108 approved amendment no. 3 in October 2009.
Contact Person	Rick Gruen, County Parks and Forest Manager at (503)742-4345
Contract No.	Metro IGA Contract No. 927829

BACKGROUND:

In March 2006, the Board approved by resolution, a list of potential County local share projects for Metro's 2006 Parks and Open Spaces Natural Areas bond measure. The original list of projects is included on the attached Board Order 2006-47, along with the first, second and third amendments to the allocation noted above under Previous Board Action. The bond measure passed in November 2006, and Clackamas County Parks was allocated a total of $1,937,528 from the bond.

Metro has worked with local jurisdictions on intergovernmental agreements (IGA's) to administer the bond funds. Metro requests the recipients allocate the bond funds to specific projects. All projects funded under the 2006 Metro Parks and Open Spaces Natural Areas bond have been completed except for the Springwater Trail project which is currently underway and the remaining $64,000 currently allocated to Madrone Wall Park Phase 1.

The Springwater Trail paving project from Rugg Road at the County line south to Dee Street in Boring, Oregon has a scheduled October 2013 completion date. Funds for the construction phase of the Springwater Trail project have come in over budget by $164,000. Due to changes in project readiness and priority, County Parks' staff is requesting $64,000 be shifted from the Madrone Wall project to the Springwater Trail project. County Parks has paid to ODOT $100,000 from the Parks and Forest Trust Fund in June 2013 with the remaining $64,000 due in the 2013-14 fiscal year.

During the July 16, and August 20, 2013 County Parks Advisory Board meetings, the Parks Board reviewed the list of priority projects and received public input. The Parks Advisory Board approved the new allocation during the August 20, 2013 meeting. The newly approved project list and funding allocation by project is detailed on the attached Board Order.

RECOMMENDATION:
County Parks' staff and the County Parks Advisory Board respectfully recommends the Board of County Commissioners approve the amended list of priority projects and the new project allocation amounts.

Respectfully Submitted,

Gary Barth
Director, Business and Community Services

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

In the Matter of the Fourth Amendment of Clackamas County Parks Priority Parks Projects for the 2006 Metro Parks And Open Spaces Natural Areas Bond Monies

ORDER NO.
(Page 1 of 1)

This matter coming before the Board of County Commissioners at this time and it appearing to the Board that, the Clackamas County Board of Commissioners approves the following fourth amended priority listing for projects to be submitted for funding with the 2006 Metro Parks and Open Spaces Natural Areas bond monies totaling $1,937,528; and

It further appearing to the Board that, the projects identified below are recommended by the Clackamas County Parks Advisory Board based on public input, the Parks Master Plan, and the Parks Capital Improvement Plan;

1.	Barton Park West Campground	$	41,247.49
2.	Billy Goat Island Access Acquisition	$	465,541.99
3.	Boring Station Trailhead Park Concept Plan	$	30,780.00
4.	Boring Station Trailhead Park Phase 1 Const.	$	315,430.52
5.	Boring Station Trailhead Property Acquisition	$	75,000.00
6.	Knights Bridge Property Acquisition	$	170,000.00
7.	Madrone Wall Site Plan	$	50,000.00
8.	Madrone Wall Park Phase 1	$	6,000.00
9.	Rosemont Trail	$	75,000.00
10.	Springwater Trail north to County Line	$	708,528.00
	Total	$	1,937,528.00

It further appearing to the Board that, Clackamas County has identified the following sites as regional acquisition priorities for Metro to purchase with the regional share of the bond proceeds;

1. Mt. Talbert
2. Scouters Mountain
3. Clackamas Watershed
4. Tualatin River [Stafford]
5. Newell Creek
6. Willamette Narrows
7. Clackamas Trail [frontage]
8. Tonquin Wetlands
9. Clackamas Regional Parkland Center
10. Link between Mt. Talbert to Camp Withycombe
11. Willamette River property North of Rivervilla Park

NOW, THEREFORE IT IS HEREBY ORDERED that Clackamas County Board of Commissioners approve the above-listed fourth amended project priorities for the allocation of Metro's Natural Areas and Clackamas County Parks' local share bond measure funding.

DATED this ____ day of _____, 2013

BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Recording Secretary

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

In the matter of Approving Priority Parks Projects for the Metro Open Spaces Bond

ORDER NO. 2006-47
(Page 1 of 1)

This matter coming before the Board of County Commissioners at this time and it appearing to the Board that, the Clackamas County Board of Commissioners approves the following priority listing for projects to be submitted for funding with the 2006 Metro Parks and Open Spaces bond monies; and

It further appearing to the Board that, the projects identified below were recommended by the Clackamas County Park Advisory Board based on public input, the Parks Master Plan, and the Parks Capital Improvement Plan

1. Barton Park expansion $1,000,000
2. Barton Camp $1,250,000
   [$100,000 Master Plan; $250,000 Restrooms; $900,000 site [30] development]
3. Onahlee Park Mt.Hood Council Campfire $1,000,000 - alternate
4. Eagle Fern Camp $950,000 - alternate

It further appearing to the Board that, Clackamas County has identified the following sites as regional acquisition priorities for Metro to purchase with the regional share of the bond proceeds

1. Mt. Talbert
2. Scouters Mountain
3. Clackamas Water Shed
4. Tualatin River [Stafford]
5. Newell Creek
6. Willamette Narrows
7. Clackamas Trail [frontage]
8. Tonquin Wetlands
9. Clackamas Regional Parkland Center
10. Link between Mt. Talbert to Camp Withycombe
11. Willamette River property North of Rivervilla Park

NOW ,THEREFORE IT IS HEREBY ORDERED that Clackamas County Board of Commissioners find that the above listed capital improvements and acquisition projects are indeed priorities for the allocation of Metro's Open Spaces and Clackamas County Parks bond measure funding.

DATED this 2ND day of March, 2006

BOARD OF COUNTY COMMISSIONERS

Bill Kennemer

Bill Kennemer, Chair

Mary Raethke

Recording Secretary

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

FILED
JUL 27 2007
Clackamas County Clerk

IN THE MATTER OF AMENDING THE PRIORITY PARKS PROJECTS FOR THE 2006 METRO OPEN SPACES BOND

ORDER NO. 2007-345

(PAGE 1 OF 1)

This matter coming before the Board of County Commissioners at this time and it appearing to the Board that; the Clackamas County Board of Commissioners approves the following amended priority listing for the 2006 Metro Parks and Open Spaces Natural Areas bond monies; and

It further appearing to the Board that, the projects identified below were recommended by the Clackamas County Park Advisory Board based on public input, the Parks Master Plan, and the Parks Capital Improvement Plan

1. Barton Lake Development –$1, 737,000.
2. Cazadero Trail (a.k.a, Springwater Trail) Boring north to the County line – $125, 000
3. Rosemont Trail - $75,000

It further appearing to the Board that Clackamas County has identified the following sites as regional acquisition priorities for Metro to purchase with the regional share of the bond proceeds

1. Mt. Talbert
2. Scouters Mountain
3. Clackamas Watershed
4. Tualatin River [Stafford]
5. Newell Creek
6. Willamette Narrows
7. Clackamas Trail [frontage]
8. Tonquin Wetlands
9. Clackamas Regional Parkland Center
10. Link between Mt. Talbert to Camp Withycombe
11. Willamette River property North of Rivervilla Park

NOW, THEREFORE, IT IS HEREBY ORDERED that Clackamas County Board of Commissioners approve the above-listed amended projects priorities for the allocation of Metro's Natural Areas and Clackamas County Park's local share bond measure funding.

DATED this 26 day of July, 2007.

BOARD OF COUNTY COMMISSIONERS

Chair

Mary Raethke
Recording Secretary

298 360

CCP-PW25 (3/94)

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

In the Matter of the Second Amendment of the Priority Parks Projects for the 2006 Metro Parks and Open Spaces Natural Areas Bond Monies

ORDER NO. 2008-52
(Page 1 of 1)

This matter coming before the Board of County Commissioners at this time and it appearing to the Board that, the Clackamas County Board of Commissioners approves the following second amended priority listing for projects to be submitted for funding with the 2006 Metro Parks and Open Spaces Natural Areas bond monies; and

It further appearing to the Board that, the projects identified below are recommended by the Clackamas County Parks Advisory Board based on public input, the Parks Master Plan, and the Parks Capital Improvement Plan;

1.	Barton Lake Development	$ 270,000
2.	Barton Park West Campground	$ 47,000
3.	Billy Goat Island Access Acquisition	$ 500,000
4.	Boring Station Trailhead Park	$ 31,000
5.	Carver Curves Property Access	$ 150,000
6.	Knights Bridge Property Acquisition	$ 170,000
7.	Madrone Wall Site Plan	$ 50,000
8.	Rosemont Trail	$ 75,000
9.	Springwater Trail north to County Line	$ 644,000

It further appearing to the Board that, Clackamas County has identified the following sites as regional acquisition priorities for Metro to purchase with the regional share of the bond proceeds;

1. Mt. Talbert
2. Scouters Mountain
3. Clackamas Watershed
4. Tualatin River [Stafford]
5. Newell Creek
6. Willamette Narrows
7. Clackamas Trail [frontage]
8. Tonquin Wetlands
9. Clackamas Regional Parkland Center
10. Link between Mt. Talbert to Camp Withycombe
11. Willamette River property North of Rivervilla Park

NOW, THEREFORE IT IS HEREBY ORDERED that Clackamas County Board of Commissioners approve the above-listed second amended projects priorities for the allocation of Metro's Natural Areas and Clackamas County Parks' local share bond measure funding.

DATED this 17th day of April, 2008

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

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

In the Matter of the Third Amendment of Clackamas County Parks Priority Parks Projects for the 2006 Metro Parks And Open Spaces Natural Areas Bond Monies

ORDER NO. 2009-108
(Page 1 of 1)

This matter coming before the Board of County Commissioners at this time and it appearing to the Board that, the Clackamas County Board of Commissioners approves the following third amended priority listing for projects to be submitted for funding with the 2006 Metro Parks and Open Spaces Natural Areas bond monies; and

It further appearing to the Board that, the projects identified below are recommended by the Clackamas County Parks Advisory Board based on public input, the Parks Master Plan, and the Parks Capital Improvement Plan;

1.	Barton Park West Campground	$	41,247.49 ✓
2.	Billy Goat Island Access Acquisition	$	465,541.99 ✓
3.	Boring Station Trailhead Park Concept Plan	$	30,780.00 ✓
4.	Boring Station Trailhead Park Phase 1 Const.	$	315,430.52 ✓
5.	Boring Station Trailhead Property Acquisition	$	75,000.00 ✓
6.	Knights Bridge Property Acquisition	$	170,000.00 ✓
7.	Madrone Wall Site Plan	$	50,000.00 ✓
8.	Madrone Wall Park Phase 1	$	70,000.00 ✓
9.	Rosemont Trail	$	75,000.00 ✓
10.	Springwater Trail north to County Line	$	644,528.00 ✓

346,210.52

It further appearing to the Board that, Clackamas County has identified the following sites as regional acquisition priorities for Metro to purchase with the regional share of the bond proceeds;

1. Mt. Talbert
2. Scouters Mountain
3. Clackamas Watershed
4. Tualatin River [Stafford]
5. Newell Creek
6. Willamette Narrows
7. Clackamas Trail [frontage]
8. Tonquin Wetlands
9. Clackamas Regional Parkland Center
10. Link between Mt. Talbert to Camp Withycombe
11. Willamette River property North of Rivervilla Park

NOW, THEREFORE IT IS HEREBY ORDERED that Clackamas County Board of Commissioners approve the above-listed third amended projects priorities for the allocation of Metro's Natural Areas and Clackamas County Parks' local share bond measure funding.

DATED this 22 day of October, 2009

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

NORTH CLACKAMAS
PARKS & RECREATION DISTRICT
Administration

150 Beavercreek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4349 fax
ncprd.com

Board of County Commissioners
Acting as the Governing Body of the
North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Contract with T Edge Construction Inc for the
Construction of Trillium Creek Park

Purpose/Outcomes	Approval of a contract with T Edge Construction, Inc. for the Construction of Trillium Creek Park
Dollar Amount and Fiscal Impact	$359,395.00
Funding Source	$205,075.10 from the City of Damascus, $140,924.89 2006 Metro Natural Areas Bond Measure, $13,395.01 NCPRD Capital Budget
Safety Impact	None
Duration	Contract services will remain active until Monday, June 30, 2014
Previous Board Action/Review	**06/06/13:** Approval of an MOU with Damascus for Trillium Creek Park and Approval of a Board Order approving the Amendment of the 2006 Metro Natural Areas Bond Measure Local Share Allocation for the North Clackamas Parks and Recreation District
Contact Person	Jeroen Kok, NCPRD Planning, Development and Resource Manager, 503-742-4421

BACKGROUND:

On July 2, 2013, the North Clackamas Parks and Recreation District (NCPRD) released an invitation to bid for the construction of Trillium Creek Park. The project involves construction of a neighborhood park in Damascus, including a playground, an open play grass area, ½-court basketball court, trail, and picnic facilities. The project is a partnership between NCPRD and the City of Damascus. Park plans were guided by a Memorandum of Understanding, and developed through an inclusive community involvement process.

On July 30, 2013, the County Purchasing Division received three (3) responsive sealed bids and following a review of the bids, determined that T Edge Construction, Inc. was the lowest responsive bidder. The total contract is not to exceed $359,395.00. This project is in the 2013/2014 NCPRD capital budget, and includes funds from the 2006 Metro Natural Areas Bond Measure Local Share Allocation and funds contributed by the City of Damascus, along with the NCPRD Capital Projects Fund. Charges for this contract should be billed to 480-5441-07712-485180-82369 (Trillium Creek Park).

NCPRD would like to proceed as soon as possible with this contract to take advantage of the remainder of the summer and early fall construction season. T-Edge Construction is prepared to have work commence immediately after this contract is signed. Contract services will remain active through Monday, June 30, 2014, in anticipation of winter weather.

RECOMMENDATION:
Staff and the NCPRD Advisory Board respectfully recommend that the Board of Commissioners, acting as the Governing Body of the North Clackamas Parks and Recreation District, approve and execute the above mentioned contract for the construction of Trillium Creek Park.

Respectfully submitted,

Gary Barth
Director

Placed on the Sept. 19, 2013 agenda by the Purchasing Division

CLACKAMAS COUNTY

LANE MILLER
MANAGER

PURCHASING DIVISION

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

September 19, 2013

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **September 19, 2013** this contract with T Edge Construction Inc for the **Construction of Trillium Creek Park** for the North Clackamas Parks and Recreation District. This project was requested by Katie Dunham, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Four bids were received with three deemed responsive: T Edge Construction - $359,395.00; Paul Brothers - $419,426.85; and Subcom Excavation & Utilities - $449,736.50. After review of all bids, T Edge Construction Inc was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed $359,395.00. All work is to be completed by June 30, 2014. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 480-5441-07712-485180-82369 for fiscal year 2013/2014.

Respectfully Submitted,

Kathryn M Holder

Kathryn M. Holder
Purchasing Staff

WATER ENVIRONMENT SERVICES

Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

September 19, 2013

Board of Commissioners
Clackamas County

Members of the Board:

APPROVAL OF AMENDMENT 2 TO THE AGREEMENT BETWEEN CDM SMITH, INC. CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 AND THE TRI-CITY SERVICE DISTRICT FOR THE BLUE HERON WEST REMEDIAL INVESTIGATION AND FEASIBILITY STUDY, PHASE 3

Purpose/Outcome:	Approval of Amendment 2 will allow completion of a Final Focused Feasibility Study and Remedial Action Work Plan (RI/FS) and associated Agency Coordination and Community Involvement, as required by the Districts' Prospective Purchaser Agreement with the Oregon Department of Environmental Quality for remediation of the Blue Heron West property.
Dollar Amount and Fiscal Impact	Amendment 2 in the amount of $139,004.00 brings the total RI/FS contract to $366,404.00. There is no impact to the County General Fund.
Funding Source	Funding for the project is included in the Districts' FY2013-14 budgets. The Districts have budgeted a total of $6m for the entire project, which is split 50/50 between the Districts.
Safety Impact	None
Duration	Staff anticipates a Final Focused Feasibility Study will be completed by December 31, 2013, and activities associated with development of the Remedial Action Work Plan, Agency coordination and community involvement to be completed by June 2014.
Previous Board Action/Review	The original Agreement with CDM Smith, Inc. was approved by the Board on August 23, 2012. Amendment 1 was approved by the Board on January 31, 2013.
Contact Person	Michael S. Kuenzi, WES Director – 503-742-4560
Contract No.	N/A

BACKGROUND:
Clackamas County Service District No. 1 and the Tri-City Service District ("Districts") entered into a co-investment regulatory strategy to acquire the Blue Heron West environmental assets in 2012 to secure a superior outfall pipe and its associated Clean Water Act permit. The objective was to meet the current and future challenges of increasingly stringent environmental regulations governing heat discharges and toxic mixing into the Willamette River. The Districts' were successful in purchasing the property, finalizing transfer from the bankruptcy court in July 2012.

The Districts' standing advisory boards were briefed on the effort and supported the proposed purchase and public process. Updates have been provided on a regular basis.

Prior to purchasing the property, the Districts entered into a Prospective Purchaser Agreement (PPA) with the Oregon Department of Environmental Quality (ODEQ) to limit the Districts' risk from prior

industrial activities. The PPA process was based on recognizing the public benefit of the Districts converting the treatment lagoons, and remediating anticipated minor levels of contamination on site, into a productive public use. In return, the Districts will be insulated from any future environmental liability from past use of the property.

As part of the PPA, ODEQ developed a Scope of Work for completion of a Remedial Investigation and Feasibility Study (RI/FS) that the Districts need to complete for their requested legal protection. Following a Request for Proposals process, CDM Smith, Inc. was selected to complete the effort. ODEQ requires review and approval at various milestones before proceeding through each phase of the effort. Therefore, a consultant services agreement to support the first phase of the investigation was approved by the BCC on August 23, 2012 and awarded with the option of modifying the scope and the value of the contract as each phase of the effort was competed, approved by ODEQ and the scope for the next phases of the effort were developed. Amendment 1 supporting the Phase 2 work was approved by the BCC on January 31, 2013.

Following is a summary of the Phases that have been or will be completed under this contract:

- Phase 1: Prepare and complete the Remedial Investigation Proposal and Remedial Investigation Work Plan per ODEQ requirements – *Completed.*
- Phase 2: completion of RI Work Plan and submittal of RI and Risk Assessment to ODEQ – *Submitted to ODEQ for review and approval to proceed to Phase 3.*
- Phase 3: Completion of a Focused Feasibility Study and Remedial Action Work Plan – *Pending BCC approval.*

CDM Smith Inc. has provided a scope of work for the Phase 3 work in the amount of $139,004.00, attached as Exhibit A to Amendment 2. District Counsel has reviewed the proposed amendment.

RECOMMENDATION:
Staff recommends that:

1. The Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 1, approve Amendment 2 to the Agreement to Furnish Consultant Services to the Districts for the Blue Heron Remedial Investigation/Feasibility Study, Phase 3, increasing the amount by $139,004.00.
2. The Board of County Commissioners, acting as the governing body of the Tri-City Service District, approve Amendment 2 to the Agreement to Furnish Consultant Services to the Districts for the Blue Heron Remedial Investigation/Feasibility Study, Phase 3, increasing the amount by $139,004.00.
3. The Director of Water Environment Services be authorized to sign and execute the Amendment.

Sincerely,

Michael S. Kuenzi
Director

AMENDMENT 2

TO THE AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 and TRI-CITY SERVICE DISTRICT
FOR THE BLUE HERON WEST REMEDIAL INVESTIGATION AND FEASIBILITY STUDY

THIS AMENDMENT NO. 2 is made and entered into on September ___, 2013 by and between Clackamas County Service District No. 1 and Tri-City Service District, hereinafter referred to as the "DISTRICTS", and CDM Smith, Inc., a Massachusetts corporation, hereinafter referred to as the "CONSULTANT", to provide professional services to complete all activities for a Remedial Investigation and Feasibility Study for the Blue Heron West property, hereinafter called the "PROJECT".

WHEREAS, the DISTRICTS and CONSULTANT are parties to that certain agreement between them for the provision of professional services dated August 23, 2012 (the "Agreement") and amended on January 31, 2013, to be completed in accordance with the Prospective Purchaser Agreement/Consent Order Scope of Work between the Districts and the Oregon Department of Environmental Quality ("ODEQ"); and

WHEREAS, the PROJECT is to be completed in three Phases, each phase requiring ODEQ review and approval before proceeding to the next; and

WHEREAS, Phase 1, Remedial Investigation (RI) Proposal and Work Plan, and Phase submittal of RI and Risk Assessment to ODEQ have been completed, and CONSULTANT is ready to proceed to Phase 3, Completion of a Final Focused Feasibility Study and Remedial Action Work Plan to be submitted to ODEQ; and

WHEREAS the parties are desirous to capture Phase 3 work to be done pursuant to the terms and conditions therein;

THEREFORE, the parties agree that the Agreement is amended as follows:

1. Exhibit A of the Agreement shall read as attached hereto;
2. Exhibit B of the Agreement shall read as attached hereto;
3. Article 5.1.1 of the Agreement is hereby amended and replaced in its entirety with:

5.1.1 The DISTRICT agrees to pay the CONSULTANT an amount equal to One Hundred Thirty-Nine Thousand Four Hundred dollars and no cents ($139,004.00) for professional services to complete the Phase 3 activities of the Prospective Purchaser Agreement/ Consent Decree, described in Exhibit A as amended. Notwithstanding anything else to the contrary herein, the total compensation under this Agreement shall not exceed $366,404.00 without prior written approval of the Districts.

2. Except as set forth herein, the Agreement is ratified and affirmed in all respects.

CDM SMITH, INC.

Mark D. Ryan
Authorized Signature

04-2473650
Federal Tax I.D. Number

Date Sept 5, 2013

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

Michael S. Kuenzi, Director

Date

TRI-CITY SERVICE DISTRICT

Michael S. Kuenzi, Director

Date

EXHIBIT A

CDM Smith

319 SW Washington Street, Suite 900
Portland, Oregon 97204
tel: 503 232-9272

August 28, 2013

Ms. Leah Johanson
Project Manager
Clackamas County Water Environment Services (WES)
150 Beavercreek Road
Oregon City, Oregon 97045

Subject: Proposed Scope of Work
Focused Feasibility Study and Remedial Action Work Plan
Blue Heron Paper Company Aerated Stabilization (ASB) Site
West Linn, Oregon

Dear Ms. Johanson:

CDM Smith Inc. (CDM Smith) is pleased to present this proposal and cost estimate to complete a Focused Feasibility Study (FS) and Remedial Action Work Plan for the Blue Heron Paper Company Lagoon located in West Linn, Oregon. Clackamas County Water Environment Services (WES) has entered into a Prospective Purchaser Agreement/Consent Order (PPA) with Oregon Department of Environmental Quality (ODEQ) to complete a Remedial Investigation/Feasibility Study (RI/FS) and remedial action for the Blue Heron ASB property. CDM Smith, having been selected to assist WES with completing the RI/FS, is currently preparing a draft RI in accordance with the PPA Scope of Work and our contract dated August 30, 2012, as amended February 5, 2013.

Scope of Services

Completion of the FS and Remedial Action Work Plan is broken down by task as described below. The task numbering picks up where prior task numbering left off. Task 1 is still Project and Quality Management. Tasks 2 through 6 have been/are being completed under our contract dated August 30, 2012 and amended February 5, 2013, and are therefore not described further below. Task 7 entails the FS Work Plan, as described in the Consent Order. Task 8 is divided into several subtasks and covers the development of the FS. Task 9 entails development of the Remedial Action Work Plan. Task 10 covers coordination with ODEQ and community involvement activities associated with the selected remedial alternative.

Task 1 – Project Management

Task 1 covers the general project management activities such as: client communications and meetings, development of progress reports, project file maintenance, invoicing, and staffing. This task is a continuation of the project management task ongoing throughout the project. The scope and level of effort for this task is being revised to reflect the anticipated level of effort necessary to complete the project through the FS and Remedial Action Work Plan.

Assumptions: In preparing this cost estimate, CDM Smith assumes this task will cover the months of September 2013 through June 2014. We anticipate attending up to two meetings, one with WES and a

second meeting with WES and ODEQ. Other than meetings, we estimate expending approximately 8 hours monthly on average for the project management task.

Task 7 – Feasibility Study Work Plan

CDM Smith will develop a draft FS Work Plan in accordance with the Consent Order. The FS Work Plan will identify preliminary remedial alternatives and additional data needs based on an evaluation of data collected during the RI. The FS work plan will also include a description of how remedial alternatives will be developed, screened, and evaluated in detail, and will describe the completion of a residual risk assessment.

Assumptions: CDM Smith will deliver a Draft FS Work Plan to WES for review and comment approximately two weeks before it is due to ODEQ. Our schedule assumes that WES will provide comments to CDM Smith no later than one week following receipt. CDM Smith will incorporate WES' comments one week after receipt for submission of the Draft FS Work Plan to ODEQ. CDM Smith will address ODEQ comments on the Draft FS Work Plan and deliver a Final FS Work Plan to WES for submission to ODEQ. No more than one round of draft reports is anticipated for each of these submittals.

Task 8 – Feasibility Study

Task 8a – Develop Remedial Action Objectives (RAOs)

This task will entail the development of remedial action objectives (RAOs) that meet the standards in OAR 340-122-0040 for protection of public health, safety and welfare, and the environment.

Task 8b – Technology Screening

Under this task, CDM Smith will identify potential containment, treatment, and removal technologies and eliminate (screen) those technologies that cannot be implemented at the site.

Task 8c – Alternative Development

Alternative development will identify a range of preliminary remedial action alternatives acceptable to ODEQ that are protective of public health, safety and welfare, and the environment. The "No Action" alternative will be retained for comparison.

Assumptions: CDM Smith assumes that two basic alternatives (in addition to the No Action Alternative) will be evaluated in the Focused FS. These include 1) on-site treatment (i.e., dewatering and containment/capping of the sludge) and 2) removal and offsite disposal of the sludge at a permitted landfill. The on-site treatment alternative would consider two variations: a) cap the sludge material in place within the lagoon footprint after treatment and b) move the sludge material such that it occupies only a portion of the lagoon footprint after treatment.

For the on-site treatment alternative, the final volume of the dried sludge needs to be estimated. Using the estimated volume of the dried sludge, the final elevation of the capped sludge when spread evenly across the lagoon footprint can be estimated (Alternative 1a). If this elevation is too low, there may be impacts related to the wetland and/or river (i.e., flooding across the former lagoon area). If this is the case, or due to other considerations, Alternative 1b may be the more appropriate alternative.

Task 8d –Supplemental Treatability Studies

Bench-scale treatability studies are currently being conducted by CDM Smith under contract with the City of West Linn. The primary purpose of these studies is to provide an estimate of costs for various future site development scenarios being considered by the City. These studies include evaluation of the geotechnical properties and other characteristics of the ASB sludge to identify requirements for drying, placement, and compaction of the sludge, the volume change of the sludge due to drying and compaction, the geotechnical properties of the berm material, and the general geometric conditions (ground surface topography, lagoon bottom topography, sludge thickness).

Bench-scale treatability studies will be very useful in the detailed evaluation of alternatives in the FS. However, supplemental treatability studies may be required to provide sufficient data for treatment alternatives to be fully developed and evaluated during the detailed analysis and to support the remedial design of the selected alternative. For instance, it may be necessary to perform additional studies to determine large-scale application of technologies for accessing the ASB and drying out the sludge within acceptable construction timeframes. Studies may include evaluation of methods to alter the sludge consistency, accelerate drying, and treat and/or dispose of the sludge water during dewatering.

Assumptions: The scope and nature of these studies is undefined at this time and thus may need to be modified. It is currently assumed that WES may conduct some of the necessary studies using their own laboratory and other services. Currently, no costs for CDM Smith lab services, equipment, or materials are included. The budget includes a placeholder amount for possible services (i.e., development of the scope of supplemental studies). Before proceeding with any supplemental studies, CDM Smith would submit a pilot program work plan for WES' review.

Task 8e – Detailed Evaluation

Under this task, we will analyze remedial action alternatives in detail in accordance with OAR 340-122-0085 and 0090. Remedial action alternatives will then be compared and ranked to support the recommendation of a remedial action alternative for the site.

Assumptions: As stated above, CDM Smith assumes that two basic alternatives (in addition to the No Action Alternative) will be evaluated in the Focused FS (see Assumptions for Task 8c).

Task 8f – Cost Estimation

This task will include the development of planning level opinion of probable construction costs for remedial alternatives under consideration, including capital and operation and maintenance costs, based on findings of the RI and treatability studies. The opinion of probable construction costs will consider the estimated duration of the remedial action, the volume of contaminated material, and the uncertainly about future site use.

Task 8g – Focused Feasibility Study Report

As described in the Consent Order, the Focused FS Report will document the process by which remedial alternatives were evaluated. The results of the focused FS will generally comply with OAR Chapter 340, Division 122, DEQ Guidance, and, as appropriate, Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA OSWER Directive 9355.3-01, 1988.

Assumptions: CDM Smith will deliver a Draft FS report to WES for review and comment. Our schedule assumes that the report will be transmitted to WES approximately two weeks before it is due to ODEQ and that WES provides comments to CDM Smith no later than one week following receipt. CDM Smith will incorporate WES' comments one week after receipt for submission of the Draft FS to ODEQ. CDM Smith will address ODEQ comments on the Draft FS and deliver a Final FS report to WES for submission to ODEQ. No more than one round of draft reports is anticipated for each of these submittals.

Task 9 – Remedial Action Work Plan

CDM Smith will develop a draft Remedial Action Work Plan that provides a description of all remedial action activities to be performed to meet the RAOs developed for the site. The Remedial Action Work Plan will describe construction methods and equipment to be used and the proposed control measures to minimize releases of hazardous substances to all environmental media during construction; and transportation requirements to include haul route selection, load limits, truck haul schedule, restricted routes, traffic control needs, and decontamination. The Remedial Action Work Plan will also include a construction quality control plan, accident prevention and response plan, traffic control plan, construction best management practices (BMP) plan, monitoring and maintenance plan, and community engagement plan, as required by ODEQ. It will outline the procedures for documentation/validation of remedial action activities, identify permits, site access agreements, or other agreements to be obtained for conducting remedial action activities, and describe the institutional controls to be imposed after completion of remedial action activities.

The Remedial Action Work Plan will provide the basis for the subsequent Remedial Design document that will contain detailed engineering drawings, specifications, and other information required for construction. The Remedial Design document is not part of this task; it will be developed in the subsequent phase of the project.

Assumptions: Preparation of the Remedial Action Work Plan will require that the remedial alternative be fully defined and that future use of the site has been adequately defined through stakeholder coordination. Since the future use of the site has not yet been determined, WES may decide not to include this task with the tasks needed to complete the FS at this time. CDM Smith will not proceed without written notification from WES.

Task 10 – Agency Coordination/ Community Involvement

Under this task, CDM Smith will assist WES with agency coordination and community involvement tasks associated with the public review process of the FS. In addition, this task includes ongoing coordination with the City of West Linn regarding the conceptual design for redevelopment of the site as it pertains to evaluation of remedial alternatives and development of the Remedial Action Work Plan. Green Works will assist CDM Smith with these activities.

Assumptions: The level of effort for this task will be dependent upon the level of CDM Smith's involvement in ODEQ's public review process during the FS and the City of West Linn's process for evaluating and selecting the future site use option. We have assumed expending up to 80 hours on this task, including attending two meetings, and have included an estimation of Green Works' role in this task.

Schedule

Based on the assumptions outlined above, we anticipate completion of the Final Focused FS by December 31, 2013. Activities associated with development of the Remedial Action Work Plan and Agency Coordination and Community Involvement will continue through june 2014.

Fee Estimate

The estimated budget total for completion of the proposed Tasks 1-10 (excluding Task 9, the Remedial Action Work Plan) is $97,756, based on the cost estimate attached as Table 1. The estimated budget to complete Task 9 is $41,248. The assumptions listed in the scope descriptions above were used to estimate the project cost. Deviations from the assumptions and schedule will require adjustments to the overall cost.

Please contact me with any questions you have. We look forward to a successful completion of this project.

Sincerely,

Mark D. Ryan

Mark D. Ryan, P.E., BCEE
Associate
CDM Smith Inc.

cc: Ms. Kathy Frasier, Clackamas County Water Environment Services

Table 1. Cost Estimate

Date 8/20/2013

Clackamas County Water Environment Services

Blue Heron ASB Site Feasibility Study

Cost Summary

Task 1 Project and Quality Management	$13,660
Task 7 Focused Feasibility Study Work Plan Preparation	$6,504
Task 8a Develop Remedial Action Objectives (RAOs)	$7,060
Task 8b Technology Screening	$7,900
Task 8c Alternative Development	$6,280
Task 8d Supplemental Treatability Studies	$8,110
Task 8e Detailed Evaluation	$11,520
Task 8f Cost Estimation	$7,400
Task 8g Focused Feasibility Study Report Preparation	$13,848
Task 9 Remedial Action Work Plan Preparation	$41,248
Task 10 Agency Coordination/ Community Involvement	$15,475
Total Estimated Costs	**$97,756**
Total Estimated Costs (with Task 9)	$139,004

Task 1 Project and Quality Management

Direct Salary Cost	Rate Range	Rate	Hours	Extension	Totals
Level 9-10 Eng/Sci/Prof	$180-195	$195	8	$1,560	
Level 7 Eng/Sci/Prof	$170-180	$175	0	$0	
Level 6 Eng/Sci/Prof	$135-165	$165	20	$3,300	
Level 5 Eng/Sci/Prof	$110-130	$130	32	$4,160	
Level 4 Eng/Sci/Prof	$90-110	$100	0	$0	
CADD/GIS	$90-110	$100	0	$0	
Administrative Support	$60-90	$80	8	$640	
Administrative Support	$60-90	$75	8	$600	
Contract Management	$70-90	$85	40	$3,400	
Subtotal, Salary					**$13,660**
Total Task 1					**$13,660**

Task 7 Focused Feasibility Study Work Plan Preparation

Direct Salary Cost	Rate Range	Est. Rate	Hours	Extension	Totals
Level 9-10 Eng/Sci/Prof	$180-195	$195	4	$780	
Level 7 Eng/Sci/Prof	$170-180	$175	0	$0	
Level 6 Eng/Sci/Prof	$135-165	$165	16	$2,640	
Level 5 Eng/Sci/Prof	$110-130	$130	16	$2,080	
Level 4 Eng/Sci/Prof	$90-110	$100	0	$0	
CADD/GIS	$90-110	$100	0	$0	
Administrative Support	$60-90	$80	12	$960	
Contract Management	$70-90	$85	0	$0	
Subtotal, Salary					**$6,460**

Direct Non-Salary Cost	Est. Cost		Units	Extension
Vehicle	$0.550	mi	0	$0.00
Travel	$250	ea	0	$0.00
Copies	$0.10	ea	250	$25.00

Copies/color	$0.75 ea	25	$18.75	
Subtotal, Non-Salary				**$44**
Total Task 7				**$6,504**

Task 8a Develop Remedial Action Objectives (RAOs)

Direct Salary Cost	Rate Range	Est. Rate	Hours	Extension	Totals
Level 9-10 Eng/Sci/Prof	$180-195	$195	12	$2,340	
Level 7 Eng/Sci/Prof	$170-180	$175	0	$0	
Level 6 Eng/Sci/Prof	$135-165	$165	16	$2,640	
Level 5 Eng/Sci/Prof	$110-130	$130	16	$2,080	
Level 4 Eng/Sci/Prof	$90-110	$100	0	$0	
CADD/GIS	$90-110	$100	0	$0	
Administrative Support	$60-90	$80	0	$0	
Contract Management	$70-90	$85	0	$0	
Subtotal, Salary					**$7,060**
Total Task 8a					**$7,060**

Task 8b Technology Screening

Direct Salary Cost	Rate Range	Est. Rate	Hours	Extension	Totals
Level 9-10 Eng/Sci/Prof	$180-195	$195	12	$2,340	
Level 7 Eng/Sci/Prof	$170-180	$180	0	$0	
Level 6 Eng/Sci/Prof	$135-165	$145	24	$3,480	
Level 5 Eng/Sci/Prof	$110-130	$130	16	$2,080	
Level 4 Eng/Sci/Prof	$90-110	$100	0	$0	
Level 3 Eng/Sci/Prof	$90-110	$85	0	$0	
CADD/GIS	$75-85	$100	0	$0	
Administrative Support	$60-90	$80	0	$0	
Contract Management	$70-90	$85	0	$0	
Subtotal, Salary					**$7,900**
Total Task 8b					**$7,900**

Task 8c Alternative Development

Direct Salary Cost	Rate Range	Rate	Hours	Extension	Totals
Level 9-10 Eng/Sci/Prof	$180-195	$195	8	$1,560	
Level 7 Eng/Sci/Prof	$170-180	$170	0	$0	
Level 6 Eng/Sci/Prof	$135-165	$165	16	$2,640	
Level 5 Eng/Sci/Prof	$110-130	$130	16	$2,080	
Level 4 Eng/Sci/Prof	$90-110	$95	0	$0	
CADD/GIS	$90-110	$100	0	$0	
Administrative Support	$60-90	$80	0	$0	
Contract Management	$70-90	$85	0	$0	
Subtotal, Salary					**$6,280**

Table 1. Cost Estimate

Date 8/20/2013

Clackamas County Water Environment Services

Blue Heron ASB Site Feasibility Study

Total Task 8c **$6,280**

Task 8d Supplemental Treatability Studies

Direct Salary Cost	Rate Range	Rate	Hours	Extension	Totals
Level 9-10 Eng/Sci/Prof	$180-195	$195	8	$1,560	
Level 7 Eng/Sci/Prof	$170-180	$170	8	$1,360	
Level 6 Eng/Sci/Prof	$135-165	$165	16	$2,640	
Level 5 Eng/Sci/Prof	$110-130	$130	16	$2,080	
Level 4 Eng/Sci/Prof	$90-110	$95	0	$0	
CADD/GIS	$90-110	$100	0	$0	
Administrative Support	$60-90	$80	0	$0	
Contract Management	$70-90	$85	0	$0	
Subtotal, Salary					**$7,640**

Direct Non-Salary Cost	Est. Cost	Units	Extension	
Vehicle	$0.550 mi	400	$220.00	
Travel	$250 ea	1	$250.00	
Copies	$0.10 ea	0	$0.00	
Copies/color	$0.75 ea	0	$0.00	
Subtotal, Non-Salary				**$470**

Total Task 8d **$8,110**

Task 8e Detailed Evaluation

Direct Salary Cost	Rate Range	Rate	Hours	Extension	Totals
Level 9-10 Eng/Sci/Prof	$180-195	$195	16	$3,120	
Level 7 Eng/Sci/Prof	$170-180	$170	0	$0	
Level 6 Eng/Sci/Prof	$135-165	$165	32	$5,280	
Level 5 Eng/Sci/Prof	$110-130	$130	24	$3,120	
Level 4 Eng/Sci/Prof	$90-110	$95	0	$0	
CADD/GIS	$90-110	$100	0	$0	
Administrative Support	$60-90	$80	0	$0	
Administrative Support	$60-90	$75	0	$0	
Contract Management	$70-90	$85	0	$0	
Subtotal, Salary					**$11,520**

Total Task 8e **$11,520**

Task 8f Cost Estimation

Direct Salary Cost	Rate Range	Est. Rate	Hours	Extension	Totals
Level 9-10 Eng/Sci/Prof	$180-195	$195	8	$1,560	
Level 7 Eng/Sci/Prof	$170-180	$180	12	$2,160	
Level 6 Eng/Sci/Prof	$135-165	$165	16	$2,640	
Level 5 Eng/Sci/Prof	$110-130	$130	8	$1,040	

Level 4 Eng/Sci/Prof	$90-110	$100	0	$0	
CADD/GIS	$90-110	$100	0	$0	
Administrative Support	$60-90	$80	0	$0	
Contract Management	$70-90	$85	0	$0	
Subtotal, Salary					**$7,400**
Total Task 8f					**$7,400**

Task 8g Focused Feasibility Study Report Preparation

Direct Salary Cost	Rate Range	Rate	Hours	Extension	Totals
Level 9-10 Eng/Sci/Prof	$180-195	$195	8	$1,560	
Level 7 Eng/Sci/Prof	$170-180	$170	0	$0	
Level 6 Eng/Sci/Prof	$135-165	$165	40	$6,600	
Level 5 Eng/Sci/Prof	$110-130	$130	24	$3,120	
Level 4 Eng/Sci/Prof	$90-110	$95	0	$0	
CADD/GIS	$90-110	$100	0	$0	
Administrative Support	$60-90	$80	16	$1,280	
Administrative Support	$60-90	$75	16	$1,200	
Contract Management	$70-90	$85	0	$0	
Subtotal, Salary					**$13,760**

Direct Non-Salary Cost	Est. Cost	Units	Extension	
Vehicle	$0.550 mi	0	$0.00	
Travel	$250 ea	0	$0.00	
Copies	$0.10 ea	500	$50.00	
Copies/color	$0.75 ea	50	$37.50	
Subtotal, Non-Salary				**$88**
Total Task 8g				**$13,848**

Task 9 Remedial Action Work Plan Preparation

Direct Salary Cost	Rate Range	Rate	Hours	Extension	Totals
Level 9-10 Eng/Sci/Prof	$180-195	$195	24	$4,680	
Level 7 Eng/Sci/Prof	$170-180	$170	0	$0	
Level 6 Eng/Sci/Prof	$135-165	$165	80	$13,200	
Level 5 Eng/Sci/Prof	$110-130	$130	160	$20,800	
Level 4 Eng/Sci/Prof	$90-110	$95	0	$0	
CADD/GIS	$90-110	$100	0	$0	
Administrative Support	$60-90	$80	16	$1,280	
Administrative Support	$60-90	$75	16	$1,200	
Contract Management	$70-90	$85	0	$0	
Subtotal, Salary					**$41,160**

Direct Non-Salary Cost	Est. Cost	Units	Extension
Vehicle	$0.550 mi	0	$0
Travel	$250 ea	0	$0

Table 1. Cost Estimate

Date 8/20/2013

Clackamas County Water Environment Services

Blue Heron ASB Site Feasibility Study

Copies	$0.10 ea	500	$50	
Copies/color	$0.75 ea	50	$38	
Subtotal, Non-Salary				**$88**
Total Task 9				**$41,248**

Task 10 Agency Coordination/ Community Involvement

Direct Salary Cost	Rate Range	Rate	Hours	Extension	Totals
Level 9-10 Eng/Sci/Prof	$180-195	$195	16	$3,120	
Level 7 Eng/Sci/Prof	$170-180	$170	0	$0	
Level 6 Eng/Sci/Prof	$135-165	$165	24	$3,960	
Level 5 Eng/Sci/Prof	$110-130	$130	32	$4,160	
Level 4 Eng/Sci/Prof	$90-110	$95	0	$0	
CADD/GIS	$90-110	$100	0	$0	
Administrative Support	$60-90	$80	4	$320	
Administrative Support	$60-90	$75	4	$300	
Contract Management	$70-90	$85	0	$0	
Subtotal, Salary					**$11,860**

Direct Non-Salary Cost	Est. Cost	Units	Extension	
Vehicle	$0.550 mi	800	$440	
Travel	$250 ea	2	$500	
Copies	$0.10 ea	1000	$100	
Copies/color	$0.75 ea	100	$75	
Subtotal, Non-Salary				**$1,115**

Outside Professionals	Rate	Units	Extension	
GreenWorks	$2,500 est	1	$2,500	
Subtotal Outside Professionals				**$2,500**
Total Task 10				**$15,475**

DRAFT REPORT

Remedial Investigation and Risk Assessment

Blue Heron Paper Company
Aerated Stabilization Basin Site
1317 Willamette Falls Drive
West Linn, Oregon 97068

Prepared for:
Clackamas County Water
Environment Services
150 Beavercreek Road
Oregon City, Oregon 97045

August, 26 2013

CDM Smith®

A Report Prepared For:
Clackamas County Water Environment Services
150 Beavercreek Road
Oregon City, Oregon 97045

DRAFT REPORT
REMEDIAL INVESTIGATION AND RISK ASSESSMENT
BLUE HERON PAPER COMPANY
AERATED STABILIZATION BASIN SITE
1317 WILLAMETTE FALLS DRIVE
WEST LINN, OREGON 97068

August, 26 2013

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Acronyms and Abbreviations

1,3-DCB	1,3-dichlorobenzene
µg/kg	microgram per kilogram
µg/L	micrograms per liter
µS/cm	microsiemens per centimeter
ARI	Analytical Resources Inc.
ASB	aerated stabilization basin
bgs	below ground surface
BOD	biological oxygen demand
BTEX	benzene, toluene, ethylbenzene, and xylenes
CCSD	Clackamas County Service District No. 1/Tri-City Service District
COC	chemical of concern
COI	contaminants of interest
COPC	chemicals of potential concern
CPEC	chemicals of potential ecological concern
CPAH	carcinogenic polycyclic aromatic hydrocarbon
CRBG	Columbia River Basalt Group
CSM	conceptual site model
dioxin/furan	chlorodibenzo-p-dioxin and chlorodibenzo-p-furan
DO	dissolved oxygen
DRO	diesel range organics
E&E	Ecology & Environment, Inc.
EDL	estimated detection limit
ELCR	excess lifetime cancer risk
EPH/VPH	extractable petroleum hydrocarbons and volatile petroleum hydrocarbons
EPA	United States Environmental Protection Agency
ERA	ecological risk assessment
ESA	environmental site assessment
FEMA	Federal Emergency Management
FS	feasibility study
ft	feet
ft bgs	feet below ground surface
GRO	gasoline range organics
HHRA	human health risk assessment
HI	hazard index
HQ	hazard quotient
MCL	maximum contaminant level
MEK	methyl ethyl ketone
MFA	Maul Foster & Alongi
mg/kg	milligrams per kilogram
mg/L	milligrams per liter
NAVD88	North American Vertical Datum of 1988
NGVD29	National Geodetic Vertical Datum of 1929
NOAA	National Oceanic and Atmospheric Administration

NPDES	National Pollutant Discharge Elimination System
NRI	NRI Global, Inc.
ODEQ	Oregon Department of Environmental Quality
ORO	oil range organics
PCBs	polychlorinated biphenyls
pg/g	picograms per gram
pg/L	picograms per liter
RA	risk assessment
RAGs	Risk Assessment Guidance for Superfund
RBC	risk based concentration
RI	remedial investigation
RME	reasonable maximum exposure
SC	specific conductance
SI	site investigation
SLVs	screening level values
TEF	toxic equivalency factor
TEQ	toxic equivalency
TSS	total suspended solids
USGS	United States Geologic Service
VOC	volatile organic compound
WES	Water Environment Services

Section 1
Introduction

This document presents the findings of a Remedial Investigation and Risk Assessment for the Blue Heron Paper Company Aerated Stabilization Basin (ASB) property located in West Linn, Oregon (Site) (**Figure 1**). Clackamas County Service District No. 1/Tri-City Service District (CCSD) purchased the ASB property from Blue Heron in May 2012. CCSD's primary interest in the property is the permitted outfall and will retain the outfall area in perpetuity. The City of West Linn is considering acquisition of the remainder of the property and is in the process of determining the highest and best use of the land.

On July 17, 2012 CCSD entered into a Consent Order with the Oregon Department of Environmental Quality (ODEQ) to complete a Remedial Investigation (RI), Risk Assessment (RA), Feasibility Study (FS), and Remedial Actions for the ASB property. Clackamas County Water Environment Services (WES) retained CDM Smith Inc. (CDM Smith) on behalf of CCSD to complete this RI and RA in accordance with the Consent Order.

1.1 Roles and Responsibilities

The primary contact names and roles of entities involved with the completion of this RI and RA are as follows:

ODEQ Project Manager - Shawn Rapp: Mr. Rapp is responsible for overseeing the adequacy of the technical aspects of the project on behalf of the agency and communicates the agency's needs, comments and other requirements to the WES project manager.

Phone: (503) 229-5614

Email: rapp.shawn@deq.state.or.us

WES Project Manager – Leah Johanson: Ms. Johanson is responsible for overseeing the overall project, budget, tasking CDM Smith with the work required to complete the project, and coordinating communications between ODEQ, WES, and CDM Smith.

Phone: (503) 742-4620

Email: LJohanson@co.clackamas.or.us

CDM Smith Project Manager – Jennifer Jones: Ms. Jones communicates with the WES project manager on the RI work and has overall responsibility in ensuring that the specific objectives of the field investigation have been met.

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1.2 Objectives

The objectives of the RI and RA are as follows:

1. Identify the hazardous substances that have been released to the environment through non-permitted discharges from the facility.
2. Determine affected media and the nature, extent and distribution of hazardous substances.
3. Determine potential chemicals of ecological concern as a result of geochemical changes caused by existing conditions in the ASB.
4. Determine the fate and transport of hazardous substances and other chemicals of ecological concern identified at the Site.
5. Identify receptors potentially at risk from releases at the Site.
6. Estimate the risk to human health and/or the environment.
7. Obtain the information necessary to develop and evaluate remedial action alternatives and select a remedial action during development of an FS.

1.3 Report Organization

The following sections of this report detail the basis, rationale, methodology and findings of this RI as follows:

- Section 2 - Site Background: This section presents a summary of the Site features, general hydrogeology, and historical industrial processes as revealed during CDM Smith's Phase I environmental site assessment (ESA) completed on March 12, 2012 (CDM Smith, 2012a) and Phase II ESA completed on March 26, 2012 (CDM Smith, 2012b). The scope and findings from prior environmental investigations completed for the Site by others are also summarized.
- Section 3 – Remedial Investigation: This section presents the approach and methodology for conducting the RI, including the field data collection and observations, analytical methods and results.
- Section 4 – Nature and Extent of Contamination: This section provides the preliminary risk screening, including a discussion of where contaminants of interest (COI) are found, naturally occurring constituents, and concentrations observed compared to media-specific screening levels.
- Section 5 – Contaminant Fate and Transport: This section presents an evaluation of the persistence and potential migration of COI at the Site, including an evaluation of the magnitude of impact to various media, and environmental fate and transport of COI.
- Section 6 – Beneficial Water and Land Use: This section discusses current and reasonably likely future beneficial uses of the land, groundwater and surface water, considering the City of West Linn's plans for future Site development.

- Section 7 – Baseline Risk Assessment: This section presents a summary of the human health risk assessment completed for the Site to identify chemicals of concern (COC) and the ecological risk assessment to identify chemicals of potential ecological concern (CPEC).
- Section 8 – Summary and Conclusions: This section presents a summary of the significant findings regarding the nature, extent, distribution and environmental fate and transport of contaminants in various media, along with our conclusions and recommended remedial action objectives.
- Section 9 – References: References cited in this RI are presented in this section.
- Appendices: Supporting information for this RI, including the human health and ecological risk assessments, is included in the appendices at the end of this report.

Section 2
Site Background

2.1 Site Location and Description

The Site lies approximately three miles southwest of the City of West Linn on the north bank of the Willamette River (**Figure 1**). The official Site address is 1317 Willamette Falls Drive; however, the property lies north of Volpp Street and is bisected by 4th Street. The Site is an irregular shaped area of approximately 39.15 acres. Site boundaries and features are shown on **Figure 2**.

The southern portion of the Site is occupied by an approximately 15-acre aerated settling basin that was used for industrial wastewater treatment (the ASB). The ASB is constructed of an approximately 15-foot high earthen berm. The top of the earthen berm is constructed as an access road. The as-built drawings of the ASB (PPC 1981; SWE 1971) indicate the presence of a compacted clay "seal" perhaps 1 to 2 feet thick in portions of the ASB, but no evidence of a clay seal or liner was discovered during CDM Smith's Phase II ESA when the sludge was sampled using a coring device to penetrate the entire sludge interval. The base of the ASB appeared to be constructed with native sediments.

The ASB and its earthen berm are surrounded by chain-link fencing with a locked gate at the entrance. A large wetland exists to the north of the ASB and is partly contained by the northern side of the ASB berm. A stream traverses the northern side of the ASB berm from west to east, passes through a culvert under 4th Street and meets up with Bernert Creek, which extends in a northwest-southeast direction, ultimately discharging into the Willamette River. The northern side of the ASB berm creates a barrier for the southern side of the wetland. The remainder of the Site is undeveloped and thickly vegetated with grass, trees, and brush.

Additional structures at the Site include:

- A boat house and sample shed that extend over the south edge of the ASB.
- A motor control room, pad-mounted transformer, and maintenance shop with attached shed located along the south side of the ASB.
- A dilapidated former landscape equipment shed located to the west of the ASB.
- A single-family residence located northwest of the ASB (1317 7th Street).
- A residential mobile home located northeast of the ASB (1355 4th Street), together with one, and possibly more, outbuildings.

The surrounding area is primarily residential with limited industrial land use. The only non-residential uses in the immediate surrounding area are a sewer pump station and a wastewater treatment ASB operated by a local pulp and paper company, both of which are located to the northeast of the Site.

Photographs of the Site and vicinity are presented in **Appendix A**.

2.2 Topography

The natural land surface topography on the Site is irregular, but slopes generally downward from northwest to southeast towards the Willamette River. The highest elevations (up to about 120 feet) are located at the north edge of the Site, along 5th Avenue. From there, the land surface slopes downward to the area on the north side of the ASB where the stream and wetland are located, which is also the area of the lowest onsite elevations (approximately 65-68 feet) of the portion of the property that is northwest of Volpp Street. A strip of the property extends south across Volpp Street and down to the River. The elevation at Volpp Street is approximately 78 feet. Elevations are based on North American Vertical Datum of 1988 (NAVD88).

The land surface slopes upward around the sides of the ASB to the top of the earthen berm. The as-built drawings indicate the base of the ASB is approximately 59.5 to 60 feet and the top of the berm at elevation 81.5 feet NGVD29 (PPC 1981; SWE 1971). Converting to NAVD88, the base of the ASB occurs at elevation 63 to 63.5 feet, and the top of the berm at 85.0 feet. The current survey measured the elevation of the top of the berm at approximately 85 feet NAVD88 – consistent with the as-built drawings. Based on this information, the berm is approximately 22 feet higher than the base of the ASB.

According to the National Oceanic and Atmospheric Administration (NOAA) the daily mean river stage on the Willamette River at the station above the Oregon City Falls ranges between about 55 and 60 feet (National Geodetic Vertical Datum - NGVD29). The flood stage is 64 feet. Using NOAA's vertical datum conversion online tool to convert to NAVD88, results in the daily mean river stage ranging between approximately 58.5 and 63.5 feet and the flood stage at 67.5 feet NAVD 88 (NOAA VERTCON). According to the Federal Emergency Management (FEMA) flood insurance maps, the base 100 year flood elevation at the Site is 75 feet NAVD88 (FEMA 2008).

2.3 General Geology and Hydrogeology

The Site is underlain by fine-grained alluvium consisting primarily of silt, sandy silt and silty sand, with occasional layers of sand and gravel. Bedrock occurs below the alluvium and was encountered at depths of 17 to 20.5 feet below ground surface (bgs) in three borings drilled during the RI. Groundwater occurs at depths ranging between approximately 10 and 17 feet bgs (deeper when drilling on top of the ASB berm). Static water level elevations range between approximately 62 and 69 feet NAVD88. Comparison of the elevation of the base of the ASB to the groundwater elevations measured in onsite monitoring wells indicates that the water in the ASB is in hydraulic communication with the groundwater. However, as further discussed in Section 5, the extreme difference between the water table elevations for wetland surface/groundwater and the ASB indicates that the permeability of the base and sides of the ASB is very low, flux from the ASB to shallow groundwater is very low, and thus the ASB likely has little impact on the overall groundwater flow regime at the Site.

The overall direction of groundwater flow at the Site is generally southeast toward the Willamette River. The Site geology and hydrogeology are further detailed in Section 5.

2.4 Site History

The ASB was constructed to receive industrial wastewater and stormwater from the former Blue Heron paper mill (and its predecessors) in Oregon City. The ASB operated from 1972 until early 2011 when the mill shut down. The ASB received wastewater from the former Blue Heron mill through a 3-

mile pipeline that passes under the Willamette River, continues aboveground, and then extends underground onto the subject property from the eastern side of the Site.

Wastewater from the mill's primary treatment clarifier, bleach plant, chemical recovery area, cooling water, and storm water was pumped to the ASB for further treatment. This treatment included settling of solids and use of microorganisms in the ASB to further break down the organic matter in the wastewater. The treated water was then discharged through an outfall to the river via a multi-port diffuser located at River Mile 27.8 (Outfall 001) under an NPDES (National Pollutant Discharge Elimination System) permit, leaving an accumulation of sludge in the ASB.

Currently, stormwater and certain wastewater are still being discharged to the ASB under a Use & Environmental Indemnity Agreement with CCSD dated July 18, 2012. Under the terms of the agreement NRI Global, Inc. (NRI) may discharge "treated Compliant Wastewater meeting all effluent limits and other requirements of the Permit." Discharges of bulk chemicals such as oil, coolant, organic solvents, transformer oil, or fuel are specifically prohibited, other than as may be present in incidental concentrations in the discharge water. NRI is responsible for monitoring and reporting of its effluent discharges. All discharges from the mill are to cease by the end of August 2013, unless a new agreement is drawn up between NRI and WES that extends this date.

Based on historical research conducted during CDM Smith's Phase I ESA, it appears that, with one exception, waste sulfite liquor (a historical waste by-product of one of the chemical pulping processes) was not discharged directly to the property or the ASB. The sulfite-based pulping process can be of concern because it typically included the use of chlorine to bleach and/or break down lignin in the pulp and is associated with the production of dioxins/furans. The one exception was a one-time, failed experiment in 1951 whereby 47,700 gallons of waste sulfite liquor was deposited into an asphalt-lined 50x50 foot waste pond constructed on the Site within the approximate area of the current ASB boat house (see **Figure 2**). All of the liquor leached into the ground from this experimental waste pond over an 18-day period. This is the only known industrial use of the Site by the paper mill prior to 1972.

In addition to the sulfite pulping process, facility representatives have reported that chlorine was likely used to bleach pulp during the period that magnesium sulfite processing was being employed, which occurred between 1965 and 1983. The use of elemental chlorine to bleach pulp is also associated with the generation of dioxins/furans. Thus, the wastewater discharging to the ASB between 1972 and 1983 may have contained dioxins/furans.

Paper recycling also was historically conducted at the mill. De-inking sludges may contain low concentrations of heavy metals. In addition, polychlorinated biphenyls (PCBs) were used in coatings on the back of carbonless paper and could have been a source of PCBs in the waste stream.

The sludge in the ASB has been dredged four times over the years between 1978 and 1999, although dredging was never conducted to such a degree that all of the sludge was removed. The average amount of sludge left at the base of the ASB after each dredging event ranged from 4 to 9.3 feet. Based on measurements completed by Blue Heron in 2010, current sludge thickness in the ASB ranges from approximately 1.3 to 16.2 feet. To date, the wastewater/stormwater discharges to the ASB have been consistent enough, even following the mill shut down, such that the water surface has never dropped low enough to expose the surface of the sludge and allow for drying to occur.

2.5 Previous Site Investigations

The Site, whether in conjunction with the paper mill or by itself, has been the subject of several environmental investigations over the years, including the following:

- In 2008 Ecology & Environment, Inc. (E&E) completed a Site Inspection (SI) for the entire Blue Heron Paper Company facility on behalf of the EPA, which included limited sampling on the Site (E&E 2008).
- In April 2008 Maul Foster & Alongi, Inc. (MFA) completed a Phase I and II ESA for the Site (MFA 2008).
- Sampling and analysis of the ASB sludge was sampled and analyzed on several occasions in order to gain approval of land application of the sludge prior to dredging.
- Discharge water from the ASB was sampled to comply with the NPDES permit.
- In 2011 Bridgewater Group Inc. conducted an investigation of PCBs in soil (Bridgewater Group 2011).
- CDM Smith completed Phase I and Phase II ESAs for the Site in 2012 (CDM Smith 2012a and 2012b).

CDM Smith's Phase I ESA included a review and evaluation of the earlier E&E, MFA, and Bridgewater Group reports and the historical ASB sludge and discharge water data. While NPDES information and existing river sediment data were reviewed, it is the understanding that WES will not be held responsible for potential environmental concerns, if any, as a result of discharges to the river, including river sediment quality. Thus, the Phase I ESA focused on the potential for soil and groundwater contamination, as well as potential contaminants within the sludge. The following potential contamination sources were identified:

- A 1951 experiment (before construction of the ASB) resulted in a release of waste sulfite liquor to the subsurface, which represented a potential source of subsurface contamination, particularly by organochlorides and dioxins/furans **(Figure 2).**
- The historical chlorine-based processes used at the paper mill represented a potential source of organochlorides and dioxins/furans in the ASB sludge.
- Historical paper recycling activities at the paper plant represented a potential source of heavy metals and PCBs in the ASB sludge.
- Elevated metal concentrations in groundwater (in particular, arsenic, cadmium, chromium, and lead) were suspected based on prior sampling by MFA; however, the concentrations were suspected to be biased high due the probability that analyses were conducted on highly turbid samples.
- Stained soils present in the landscape equipment shed represented a source of petroleum hydrocarbon contamination.

- Petroleum products or other hazardous substances may have been discharged to the floor drain in the maintenance shop and if so, represented a potential a source of subsurface contamination.

CDM Smith's Phase II ESA evaluated the potential contamination sources identified during the Phase I ESA. The following sections provide a brief summary of the scope and findings of the Phase II ESA by media. The information relevant to completion of the RI is provided in further detail in later sections of this report. The Phase II ESA exploration locations are shown on **Figure 3.**

2.5.1 Soil

The possible presence of PCB contamination associated with a reported spill of transformer oil at a transformer located behind the motor control room in 1988 was investigated by the Bridgewater Group, Inc. in 2001, but no PCBs were detected. This sampling effort was not repeated during CDM Smith's Phase II ESA.

CDM Smith's Phase II ESA included sampling and analysis of subsurface soils to evaluate the following:

1) The area of the experimental asphalt-lined sulfite liquor waste impoundment to evaluate the potential presence of dioxins/furans.

2) The landscape equipment shed to evaluate petroleum impacts from apparent surface spillage.

3) The maintenance shop area subsurface to evaluate the potential impacts of discharges to the floor drain or surficial spillage as may have occurred in the area.

Field screening of soils collected from borings found negligible evidence of volatile organic compounds (VOCs), discoloration, sheen, odor or other evidence of soil contamination. Following is a summary of analytical findings from the soil sampling effort.

Petroleum Hydrocarbons and VOCs: Low concentrations of methylene chloride, acetone and benzene were detected in one soil sample collected at depth by the maintenance shop (**Figure 3**, boring B4). Methylene chloride and acetone are common laboratory contaminants and at the low concentrations reported, the detections in the sample may have been due to laboratory contamination. The concentration of benzene detected in the sample at 1.6 micrograms per kilogram (µg/kg) is less than the ODEQ's residential and occupational direct contact risk-based screening levels (RBCs) and the leaching to groundwater RBC.

Dioxins/Furans: Dioxin/furan concentrations in the two soil samples collected from within the area of the experimental sulfite liquor waste impoundment (**Figure 3**, boring B1) were below any of ODEQs RBCs by one to two orders of magnitude.

Based on the apparent lack of contamination, no further subsurface soil sampling was conducted during the RI.

2.5.2 ASB Sludge

During the Phase II ESA, the sludge in the ASB was sampled by collecting cores of the material at eight locations as shown on **Figure 3.** The core locations were selected to provide spatial representation across the entire ASB, as well as targeting of areas where the sludge was thickest, with the assumption that the oldest, and therefore likely most contaminated sludge, resides in areas where the sludge is deepest. Sludge thicknesses ranged from approximately 5 to 11 feet. Four-foot-long sample cores

were collected from the intervals of 0-4 feet (as measured from the base of the ASB upward) and from 4-8 feet (ft). The top few feet of the sludge layer was generally too fluid to successfully capture. Sometimes the 4-8 ft interval was a little less than 8 ft. If more than 8 ft of sludge was captured it was discarded. The material from each four-foot core was homogenized, sampled and submitted for analysis. In some instances, multiple four-foot cores from the same depth interval were composited. The exception was that of samples collected for petroleum hydrocarbon analyses, which were discrete samples collected before homogenization. Following is a summary of findings from the sludge sampling effort during the Phase II ESA.

Total Petroleum Hydrocarbons: Petroleum hydrocarbons were not identified as a potential contaminant of concern during the Phase I ESA. However, during sludge sampling and processing, a hydrocarbon-like odor was noted in the samples and it was determined that these analyses should also be included. Results of this testing confirmed that total petroleum hydrocarbons, particularly diesel (DRO) and oil range (ORO) are prevalent throughout the ASB sludge. Concentrations of DRO ranged as high as 18,000 mg/kg and ORO concentrations ranged as high as 32,000 mg/kg.

The source of petroleum hydrocarbons in the ASB sludge has not been determined. However, review of the coagulants, flocculants, and defoamer used in the primary clarifier at the Oregon City mill plant indicates these products contain 20 to 30 percent aliphatic hydrocarbons and one product may contain mineral spirits.

PCBs: The PCB Aroclors 1248 and 1254 were detected in all of the sludge samples. Although PCB concentrations were relatively low (less than 0.5 mg/kg) the concentrations of total PCBs in nine of the 11 samples exceeded the RBC for residential direct contact (0.20 mg/kg).

Dioxins/Furans: Dioxins were detected in each of the 11 samples analyzed. 2,3,7,8-TCDD is considered the most toxic of the congeners. Other dioxin congeners are given a toxicity rating from 0 to 1 with 2,3,7,8-TCDD being the most toxic. These toxicity ratings are called toxic equivalency factors (TEFs). The congeners are multiplied by their respective TEF values and summed to calculate a total dioxin toxic equivalence (TEQ). The TEQ concentrations ranged from 3.91 picograms per gram (pg/g) to 90.6 pg/g in the 11 samples analyzed.[1] When compared to ODEQ's RBCs, dioxin TEQ concentrations exceeded the residential direct contact RBC (4.4 pg/g) in 10 of the 11 samples.

Metals: Total metals were analyzed in four composite samples, each prepared from three to four core locations. The sludge metals data was comparable to historical sludge data. None of the metals concentrations exceeded the residential direct contact RBCs; however, copper and zinc concentrations exceed Oregon default background concentrations (ODEQ 2013).

2.5.3 Groundwater

CDM Smith's Phase II ESA included sampling and analysis of groundwater to evaluate the following:

1) Potential impacts of discharges from the floor drain inside the maintenance shop or surficial spillage that may have occurred in the maintenance shop area.

[1] The dioxin and TEQ values for the sludge samples presented this RI are different from those presented in the Phase II ESA. The dioxin values presented in this RI are based on the validated data. See Section 3.3.1 for additional discussion on the data validation.

2) Groundwater conditions upgradient and downgradient of the ASB to verify and characterize elevated metals concentrations in groundwater as indicated by MFA in 2008.

The Phase II ESA included extending five temporary push probes to collect groundwater samples (**Figure 3**, borings B1, B4, GW1, GW2, GW3). One sampling location was situated upgradient of the ASB and the remaining sample locations were situated along the top of the berm at the downgradient side of the ASB. Samples analyzed for metals were field filtered. Following is a summary of findings from the groundwater sampling effort during the Phase II ESA.

Petroleum Hydrocarbons and VOCs: Analytical results of the groundwater sample collected adjacent to the maintenance shop did not indicate impact by petroleum hydrocarbon compounds. Two VOCs, 2-butanone (aka, methyl ethyl ketone [MEK]) and 1,3-dichlorobenzene (1,3-DCB) were detected at relatively low concentrations of 6.1 and 0.2 micrograms per liter (µg/L), respectively (**Table 11**). It is expected that these are true detections (as opposed to laboratory cross contamination) as the compounds are consistent with solvents that may have been used and discharged to the sink or floor drain and they are not common laboratory contaminants. There are no RBCs for MEK or 1,3-DCB; however, the concentrations of both of these compounds are not considered high enough to present a threat to human health or the environment. Based on the low VOC concentrations and apparent lack of a contamination source, no further analyses for VOCs in groundwater was conducted during the RI.

Metals: Cadmium, chromium, copper, lead, and mercury were not detected in any of the samples. Arsenic, manganese, nickel and zinc were detected in all groundwater samples analyzed. In all instances reported concentrations in the groundwater samples collected downgradient of the ASB were greater than the upgradient "Site background" sample.

Manganese concentrations in groundwater samples collected downgradient of the ASB appeared highly elevated as compared to background. Arsenic, nickel and zinc concentrations appeared to be slightly elevated downgradient of the ASB compared to background.

The fact that metals concentrations in groundwater, particularly manganese, tends to be greater at locations immediately downgradient of the ASB than upgradient of the ASB suggests that the ASB could be the source of elevated metals in groundwater. However, the ASB sludge does not contain manganese, arsenic, or nickel at concentrations greater than background soil concentrations. Zinc concentrations are somewhat elevated in the sludge as compared to background soil concentrations, but not exceedingly so. The absence of elevated metals concentrations in the sludge indicates that a change in ambient groundwater conditions in the vicinity of the ASB, such as pH or redox potential, may be causing an increase in the equilibrium concentration of some naturally occurring metals, most particularly manganese. The source and significance of elevated metals concentrations downgradient of the ASB was identified for further investigation during the RI.

2.5.4 ASB Water

The ASB water was not sampled and analyzed during the Phase II ESA, but monitoring reports required under the NPDES permit were reviewed. Monitoring was conducted for a variety of parameters, including flow, biological oxygen demand (BOD), total suspended solids (TSS), pH, temperature, whole effluent toxicity, mercury, methylmercury, cadmium, copper, lead, and zinc. Historical ODEQ records indicate that BOD and TSS limits were exceeded in the past (1970s and 1980s) due to excessive accumulations of sludge. Discharge monitoring reports from 2001 to 2005 found that the facility met effluent limits with one exception in February 2003 when the monthly

average turbidity limit was violated. The September 2010 NPDES renewal application indicates the facility was meeting all permit requirements at that time.

With the mill shut down, the current discharges to the ASB are strictly limited by the agreement between WES and NRI. NRI is responsible for monitoring these discharges until the complete cessation of discharges in August 2013. Considering that the mill is no longer discharging industrial waste water, the contaminant loading of future discharges to the ASB are expected to be less than when the mill was in operation. While the conditions of the NPDES permit were and are expected to be met, applicable discharge limitations, as applied to the water in the ASB, may not be sufficiently protective of human health and the environment under a future land use scenario, should the ASB remain as it is currently.

2.5.5 Willamette River Sediment

E&E conducted sediment sampling in the Willamette River as a part of the Blue Heron Site SI (E&E 2008). During the SI sediment samples collected up and down river from the ASB outfall. While a range of chemicals were detected at relatively low levels, there is no conclusive evidence that the ASB had contributed significant contamination to the Willamette River. Because the Consent Order does not hold WES responsible for investigation of the Willamette River sediment, further investigation of the sediment is not covered in the RI.

2.5.6 Potential Environmental Concerns Not Previously Investigated

The Phase I ESA noted that the ASB had overtopped in 1974 and 1990 (CDM Smith 2011a). Recent observations indicate that there may have been other smaller events of overtopping, as small bits of plastic and a Styrofoam type of material were observed along the top, southern side of the ASB berm, approximately 200 feet west of the boat house/sample shed. A significant release of contaminants associated with the ASB sludge from overtopping events is considered low, as the quantity of sediment contained in the ASB water would be low and much of it would have been carried with the water to the river. Nevertheless, the potential that overtopping may have left contaminant laden sediment on the ground surface warranted further evaluation during the RI.

Section 3
Supplemental Field Investigation

3.1 Objectives

The objectives of the supplemental field investigation necessary to complete the RI were developed to fill in datagaps left following the Phase II ESA. By media, the objectives of the supplemental field investigation were as follows:

Surface Soil:

- Evaluate the potential presence of COI in surface soil as a result of the ASB overtopping.

Groundwater:

- Determine whether groundwater is impacted by petroleum hydrocarbons, dioxins/furans or PCBs as a result of leaching from the sludge in the ASB.
- Evaluate the source and mechanisms for the presence of elevated metals in groundwater.
- Evaluate the transport and fate of metals in groundwater; specifically whether groundwater is transporting metals to the Willamette River and wetlands at concentrations that may present a threat to aquatic receptors.

Surface Water:

- Evaluate COI in the ASB surface water, and if present, whether the concentrations present a threat to ecological receptors.
- Evaluate the potential presence of ASB COI in wetland surface water.

3.2 Investigation Methodology

The field investigation was conducted between March 14 and April 29, 2013. The following sections present a summary of the methodology and general field observations for the field investigation. All work was performed in general adherence with the RI Work Plan (CDM Smith 2013); any differences between the actual work performed and the RI Work Plan are noted in the text.

3.2.1 Surface Soil Sampling

Surficial soil sampling was conducted in areas considered most likely to have been impacted by sediment deposited from water overtopping the ASB. A total of three composite samples (CS-1 through CS-3) were collected from the general locations shown on **Figure 4**. One composite sample was collected along the top outside edge of the ASB berm (CS-1), adjacent to the location where particles of plastic and Styrofoam, apparently deposited from water overflowing the top of the ASB, were observed. A second composite sample was collected between the Site gate and Volpp Street, further "downstream" along the apparent overflow path, utilizing two sample points on each side of the paved driveway into the Site (CS-2). A third composite sample, representing the furthest location along the overflow path, was collected between Volpp Street and the river (CS-3), The three composite soil samples were collected in accordance with procedures described in the RI Work Plan, and

analyzed for DRO and ORO by Northwest Method NWTPH-Dx, for dioxins/furans by EPA Method 1613B, and for PCBs by EPA Method 8082.

Deviation from the RI Work Plan:

- The RI Work Plan stated that the soil samples would be 3-point composite samples. For sample CS-2, a total of four samples were composited to allow for equal characterization of both sides of the Site driveway.

3.2.2 Well Installation and Development

Five monitoring wells (BH-1 through BH-5) were installed on March 14th and 15th, 2013 at the locations shown on **Figure 4**. One well was installed upgradient of the ASB (BH-1), on the west side of 4th Street to provide background water quality data. Two wells were installed at the downgradient base of the ASB berm near the southeast and southwest corners of the ASB (BH-2 and BH-3, respectively). A fourth well was installed at the top of the berm near the boat house (BH-4). The purpose of wells BH-2, BH-3, and BH-4 was to assess whether groundwater has been impacted by the contaminants identified in the ASB sludge. BH-4 was also situated in the area of the former sulfite waste liquor pond. The fifth monitoring well (BH-5) was installed on the south side of Volpp Street, across from BH-4, to assess the potential migration of contaminants associated with the ASB, if any.

The well construction details, including total depth and screened interval, are shown on **Table 1**, and boring logs are included in **Appendix B**. BH-1, BH-4, and BH-5 were advanced to depths ranging between 17 and 27 ft bgs when refusal occurred and weathered basalt was encountered. BH-2 and BH-3 were advanced to 20 feet bgs – weathered basalt was not encountered. The soils encountered in all the boreholes were generally fine-grained, ranging from silt to silty fine sand. Groundwater was first encountered at depths ranging between approximately 10.5 and 23 feet bgs. The stabilized water levels were approximately 2 to 7.5 feet higher than the apparent first encountered groundwater, except at BH-3.

Well development occurred between March 18 and 22, 2013. Wells were developed by purging (pumping water from the well) and surging (moving a cylindrical block of slightly smaller diameter than the well screen up and down within the screened interval of the well). General water quality parameters temperature, turbidity, and specific conductance were measured during development with depth-to-water and the volume purged from the well. Flow rates during development of wells BH-2 and BH-4 were relatively high (about 15 gallons purged per hour), and the turbidity in those wells improved quickly. The well development was considered completed when turbidity was not noticeably improving. In contrast, wells BH-1, BH-3, and BH-5 quickly dewatered; consequently, it was necessary to develop them over the course of multiple days. While the water level at BH-1 recovered in a matter of hours, BH-3 and BH-5 required 24 hours to recover after each purge. Development for each of these wells was considered completed after purging dry 2 to 3 times.

Deviations from the RI Work Plan:

- The RI Work Plan specified that borings would be advanced using hollow-stem auger drilling methods, and that soil would be sampled at 2.5-foot intervals using a split-barrel sampler. Instead, the monitoring well borings were advanced and soil was sampled continuously using direct-push methods.

- Well locations were modified slightly from the RI Work Plan because of drilling rig access limitations and to avoid utility lines. The planned locations and the final surveyed locations are shown on **Figure 4**.

- The top of the screened interval was below the static water level at BH-1 and BH-2 because the static water level more than 6 feet above the estimated depth of first encountered groundwater.

3.2.3 Groundwater Sampling

Groundwater samples were collected using a peristaltic pump and following low-flow procedures (EPA 1996). Field measurements of temperature, pH, specific conductance, oxidation-reduction potential, dissolved oxygen, and turbidity were collected during purging, as specified in Section 6 of the RI Work Plan. Ideal low-flow sampling conditions were met at wells BH-3, BH-2, and BH-4; however, steady flow could not be sustained at BH-1 and BH-5. BH-1 and BH-5 were purged at the lowest rate possible with the peristaltic pump and purged dry before field parameters stabilized. The wells were allowed to recover for 24 hours before collecting the samples. When BH-1 and BH-5 were sampled after the 24 hour recovery, field parameters were recorded immediately after purging the sample tubing, followed by sample collection. Stabilized field measured parameters are presented in **Table 2.**

Groundwater samples collected from each of the five monitoring wells were analyzed for metals and select geochemical parameters. In addition, samples collected from BH-2, BH-3, and BH-4 were analyzed for petroleum hydrocarbons, dioxins/furans, and PCBs, to evaluate the ASB-to-groundwater pathway for these contaminants of concern. The groundwater analytical schedule is provided in **Table 3.**

Deviations from the RI Work Plan:

- Sampling methods were modified at BH-1 and BH-5, as described above due to the low yield at these wells.

3.2.4 Surface Water Sampling

One surface water sample was collected from the ASB and three surface water samples from the wetland at the approximate locations shown on **Figure 4**. The surface water samples were collected from the water's edge using a precleaned single-use polyethylene dipper with a 46-inch extension handle. Field parameters were measured once before sampling. Surface water field measured parameters are provided in **Table 2.**

The surface water sample collected from the ASB was analyzed for petroleum hydrocarbons, dioxins/furans, PCBs, metals, and selected geochemical parameters. Surface water samples collected from the wetland were analyzed for metals for use in evaluating background concentrations and potential impact from the ASB. The wetland sample collected adjacent to the ASB also was analyzed for petroleum hydrocarbons, PCBs, and dioxins/furans to evaluate the ASB-to-wetland pathway of these contaminants of concern. The surface water analytical schedule is provided in **Table 3.**

Deviations from the RI Work Plan:

- None.

3.2.5 Water Level Monitoring

Groundwater levels were measured manually at monitoring wells using an electronic water level indicator. To obtain surface water level measurements, 6-foot staff gauges were installed in the wetland and in the ASB to assess stage level changes. The surface water staff gauge locations are shown in **Figure 5**. Select locations, including wells BH-1, BH-4, and BH-5, and the wetland staff gauge, were monitored continuously between March 27 and April 26, 2013 using datalogging pressure transducers. A barometric pressure logger was installed at the Site to correct the water level data for barometric changes. The water level in the ASB was recorded four times per week over the same time period. Manually measured water levels are provided in **Table 4** (groundwater) and **Table 5** (surface water).

Compass Engineering surveyed the monitoring wells and staff gauges using NAVD88 Oregon real-time GPS network (Geoid 03) as the benchmark. At each monitoring well, the horizontal, ground surface and casing elevations were surveyed. The location and the top (6-foot mark) of each staff gauge were surveyed. Finally, the locations and ground surface elevations at two additional reference points (the top of the berm near BH-2 and BH-3) were surveyed. The survey data are summarized in **Table 1**.

Deviations from the RI Work Plan:

- None.

3.2.6 Other Data Sources

Willamette River stage data and precipitation data from a nearby station were obtained for comparison to Site water levels and to interpret groundwater and surface water level changes. Willamette River stage data were obtained online from the nearest United States Geological Survey (USGS) gauging station, approximately one mile from the Site: *14207740 Willamette River above Falls, at Oregon City, OR* (USGS 2013a). Precipitation data were obtained online from the nearest USGS precipitation station, approximately seven miles from the Site: *452359122454500 Durham Wastewater Treatment Plant at Durham, OR* (USGS 2013b). Although precipitation may vary over the seven-mile distance between the precipitation station and the Site, the data are expected to be reasonably representative of storm intensity, timing, and duration at the Site.

3.3 Field Measured Parameter Data

The stabilized field measured parameters for groundwater and surface water samples are summarized in **Table 2**.

Specific conductance (SC) in the groundwater samples ranged between 174 microsiemens per centimeter (µS/cm) (BH-1) and 1,533 µS/cm (BH-4). As will be seen in later sections, this is consistent with the groundwater analytical data, where solute concentrations were typically highest in BH-4 and lowest in upgradient well BH-1. SC was consistent in the wetland samples, ranging between 178 and 187 µS/cm, and the SC in ASB-1 at 270 µS/cm was only marginally higher than in the wetland samples.

Ferrous iron concentrations in BH-2 through BH-4, immediately downgradient of the ASB, ranged from 2 to greater than 3 milligrams per liter (mg/L). Ferrous iron concentrations at BH-1 and BH-5 (0.53 and 0.74 mg/L, respectively) were lower by at least an order of magnitude.

Dissolved oxygen (DO) concentrations at BH-2 through BH-4 were all less than 1 mg/L and oxidation reduction potential (ORP) ranged between -83.6 and 34.7 millivolts (mV). At upgradient well BH-1,

the DO concentration was 1.2 mg/L and ORP was 140 mV. At downgradient well BH-5 the DO was 2.57 mg/L) and the ORP, -98 mV.

The pH in the ASB (8.67) was notably higher than in the groundwater and surface water samples, which ranged between 6.27 and 7.02.

3.4 Laboratory Analysis and Results

All soil, groundwater, and surface water samples were submitted to Analytical Resources, Inc. (ARI) in Renton, Washington for chemical analyses under chain-of-custody protocols. The samples were analyzed per the analytical schedule presented in **Table 3**. Copies of ARI's analytical reports are included in **Appendix C**. The following sections present the results of the quality assurance review of the data and summary of the analytical data.

3.4.1 Quality Assurance Review

CDM Smith performed a Stage 2a review and validation of the analytical reports in accordance with the EPA National Functional Guidelines for Superfund Organic Methods Data Review (2008), National Functional Guidelines for Chlorinated Dibenzo-p-Dioxins (CDDs) and Chlorinated Dibenzofurans (CDFs) Data Review (2011), EPA National Functional Guidelines for Superfund Inorganic Methods Review (2010), and Guidance for Labeling Externally Validated Laboratory Analytical Data for Superfund Use (2009). Copies of the data validation reports are included in **Appendix C.**

Based on the data quality assurance review, the only data that were modified from the laboratory reported values were the dioxins/furans. Congener results with ion abundance ratios outside of control limits were qualified as estimated and were noted as being either biased high or low. Congeners were also detected in associated method blank samples and evaluated as described below.

According to the dioxin/furan data validation guidelines, the assessment of blank contamination should be conservative in that care should be taken to avoid reporting false negatives. In other words, if possible, it is preferable to estimate a value less than the reporting limit rather than qualify a value as nondetect due to the presence of a congener reported in the method blank. Given these guidelines, the following actions were taken for the evaluation of method blank contamination:

1. If the concentration of a congener was greater in the method blank than in the project sample, then the sample concentration was qualified as nondetect at the laboratory reporting limit (sample < method blank = qualify as nondetect).

2. If a congener was detected in the method blank, but the congener was detected at a higher concentration in the sample, then the sample concentration was qualified as estimated and flagged with a J qualifier (sample >method blank and <10x method blank = qualify as estimated).

3. If the congener was detected at a concentration 10 times higher in the sample than in the method blank then no qualification was applied to the sample (sample > 10x method blank = no qualification).

For the calculation of 2,3,7,8-TCDD TEQ values, nondetect values were set at zero rather than one half the reporting limit because sampling results were set as low as possible at the estimated detection limit (EDL) by the laboratory, while the reporting limit was approximately two orders of magnitude higher. Therefore, using one half the reporting limit for those results qualified as nondetect due to

blank contamination would have skewed the results high to the point that the results would no longer be representative of field sampling conditions. For example, several congener concentrations in surface water sample W-1-1303 were reported at lower concentrations than in the associated method blank. The results for these congeners were qualified as nondetect at the reporting limit. If the TEQ was calculated for this sample using one half the reporting limit for each congener then the TEQ would have been significantly higher for this sample than the TEQ the laboratory reported for the method blank. This would not have been a representative concentration since the majority of congener results for sample W-1-1303 were reported as less than the method blank.

The data summary tables present the qualified data values and corresponding qualifiers, as appropriate.

3.4.2 Soil

Petroleum Hydrocarbons: Petroleum hydrocarbon data for CS-1 through CS-3 are summarized in **Table 6.**

PCBs and Dioxins/Furans: PCB and dioxin/furan data for CS-1 through CS-3 are summarized in **Table 7.** The data for the two soil samples collected from soil borings during the Phase II ESA are also included in **Table 7.**

3.4.3 ASB Sludge

Total Petroleum Hydrocarbons: Results for petroleum hydrocarbon analyses performed on the sludge samples are summarized in **Table 8.** The Northwest hydrocarbon screening analysis NWTPH-HCID was run on four of the submitted sludge samples in order to ascertain the types of hydrocarbons present in the sludge before running the quantification analyses. According to the screening analysis, petroleum hydrocarbons were confirmed to be present in two of the four samples screened. DRO and ORO were detected in samples F5-2 and E2-1.5. TPH-G was also detected in sample F5-2. Follow-up quantification analysis for DRO and ORO per the NWTPH-Dx Method was performed on samples E2-1.5, F5-2, A10-6, C8-1, F7-0.5, C5-1 and C5-7 and quantification analysis for TPH-G was performed on samples F5-2, F7-0.5 and C5-1.

PCBs and Dioxins/Furans: Results for PCB and dioxin/furan analyses performed on the sludge samples are summarized in **Table 9.**

Metals and Conventional Analytes: Results for total metals and conventional analyses performed on the sludge samples are summarized in **Table 10.**

3.4.4 Groundwater

Petroleum Hydrocarbons and Metals: Groundwater analytical results for petroleum hydrocarbons and metals are in **Table 11.** The 2013 groundwater data for the monitoring wells are grouped with the corresponding 2012 groundwater data for samples collected during the Phase II ESA. Monitoring well BH-1 (similar to Geoprobe sample GW-4) was installed and sampled to establish the Site-specific background level for groundwater. Monitoring well results are generally considered more representative than those collected from temporary boreholes during the Phase II ESA, particularly for metals, because of the well development and sampling methodology.

PCBs and Dioxins/Furans: PCB and dioxin/furan data for groundwater samples are summarized in **Table 12.**

Conventional Analytes: **Table 13** presents a summary of geochemical indicator compounds, such as alkalinity, chloride, sulfate, and total organic carbon.

3.4.5 Surface Water

The wetland surface water data are summarized in **Tables 11** (petroleum hydrocarbons and metals) and **12** (PCBs and dioxins/furans).

3.4.6 ASB Water

Petroleum Hydrocarbons and Metals: Petroleum hydrocarbon and metals data for the ASB water are summarized in **Table 11.**

PCBs and Dioxins/Furans: PCB and dioxins/furan data for the ASB water are summarized **Table 12.**

Conventional Analytes: **Table 13** presents a summary of geochemical indicator compounds, such as alkalinity, chloride, sulfate, and total organic carbon analyzed in ASB-1.

Section 4
Nature and Extent of Contamination

This section evaluates the nature and extent of COI in soil, ASB sludge, groundwater, ASB water, and wetland surface water using chemical analytical results of samples collected during Phase II ESA and RI field sampling programs, as summarized in Sections 2 and 3. This section compares contaminant concentrations to the State of Oregon's human health-based RBCs (residential, urban residential, occupational, leaching to groundwater), surface water criteria, and Oregon default background concentrations, and considers mechanisms for occurrence of COI, whether anthropogenic or under natural background conditions.

4.1 Soil

The Phase II ESA did not identify COI in subsurface soils at levels of concern, so the RI field investigation was limited to investigation of potential contamination in surface soil as a result of the historical ASB-1 overtopping. Sample CS-1 was obtained from the top of the berm where there is visual indication of overtopping, and samples CS-2 and CS-3 were obtained along the Site driveway and across Volpp Street where water from overtopping of the ASB during two documented historical events was observed to flow.

4.1.1 Petroleum Hydrocarbons

DRO and ORO were detected in all three samples, but the greatest concentrations were detected in sample CS-3. DRO concentrations were 35 mg/kg in soil samples (CS-1 and CS-2) collected on the ASB berm and the slope beside the Blue Heron driveway and about 10 times higher, at 390 mg/kg, in the sample (CS-3) collected adjacent to the road. However, the ODEQ RBCs for DRO were not exceeded in any of the samples and the DRO concentration in sample CS-3 was 2.8 times less than the most stringent RBC (1,100 mg/kg residential). A similar pattern was observed for ORO concentrations. The sample collected adjacent to the road contained an ORO concentration (1,200 mg/kg) that was an order of magnitude higher than the two samples collected on the ASB berm and berm slope. There are no ODEQ RBCs for ORO (only insulating mineral oil).

4.1.2 PCBs

PCBs were not detected in the three surface composite samples, and the laboratory method reporting limits were less than the ODEQ RBCs.

4.1.3 Dioxins/Furans

The dioxin concentrations in the CS samples were similar to the petroleum hydrocarbon data, in that the CS-1 and CS-2 had the lowest concentrations (TEQ values less 4 pg/g) and the sample collected next to the road was about an order of magnitude higher (TEQ 29.5 pg/g). The dioxin concentrations in CS-1 and CS-2 were less than the direct-contact ODEQ risk-based screening levels, and not significantly greater than the leaching to groundwater RBC. The dioxin/furan TEQ for CS-3 exceeded all of the RBCs.

4.2 ASB Sludge

4.2.1 Petroleum Hydrocarbons

DRO was detected in seven of the nine samples analyzed. DRO concentrations ranged from 670 mg/kg (E2-1.5) to 18,000 mg/kg (F7-0.5). ORO was detected in all the same samples that DRO was detected at concentrations ranging from 910 mg/kg (E2-1.5) to 32,000 mg/kg (F7-0.5). DRO concentrations in six of the nine samples analyzed exceeded the residential direct contact RBC of 1,100 mg/kg. The DRO concentration in one sample (F7-0.5) also exceeded the occupational direct contact and leaching to groundwater RBC. While there are no RBCs for lube oil range petroleum hydrocarbons, the reported ORO concentrations were, in every instance, greater (by 26 to 43 percent) than the DRO concentrations, ranging up to 32,000 mg/kg.

TPH-G was detected in samples C5-1, F5-2 and F7-0.5 at concentrations of 320 mg/kg, 63 mg/kg, and 310 mg/kg, respectively. However, the TPH-G analyses were complicated by matrix effects and the chromatographic profiles did not match that of gasoline. It is possible that the hydrocarbon concentrations reported as TPH –G are carry over from the heavier end DRO compounds present. TPH-G concentrations in all of the samples analyzed were less than the residential direct contact RBCs. The leaching to groundwater RBCs were exceeded for TPH-G in the three samples.

4.2.2 PCBs

PCB Aroclors 1248 and 1254 were detected in all of the sludge samples. In **Table 9**, the total concentrations of these aroclors are summed. Total concentrations of PCBs ranged from 0.14 mg/kg in sample F5-0-4 to 0.48 mg/kg in samples A10-0-4 and C8-0-4. The concentrations of total PCBs in all but two of the samples (E2-0-4.5 and F5-0-4) exceed the RBCs for residential direct contact (0.20 mg/kg), but all were less than the screening level for occupational direct contact (0.70 mg/kg). PCB concentrations in all samples exceeded the RBCs for protection of groundwater. However, PCBs are not highly soluble and it is expected that PCBs would preferentially bind to the highly organic sludge and are not likely to migrate from the ASB to groundwater at levels that would pose a risk to human health. As will be shown in Section 4.3, this is empirically demonstrated with groundwater samples collected at BH-2, BH-3, and BH-4, where PCBs were not detected.

4.2.3 Dioxins/Furans

Dioxin TEQ concentrations ranged from 3.91 pg/g to 9.05 pg/g. Dioxin TEQ concentrations exceeded the residential direct contact RBC (4.4 pg/g) for all samples except F11-4-8. Seven of the 11 samples exceeded the occupational direct contact RBC (15 pg/g), although none of the exceedances were more than an order of magnitude. The leaching to groundwater RBC (3.3 pg/g) was exceeded in each instance; however, dioxins/furans are not highly soluble and it is expected that they would preferentially bind to the highly organic sludge and are not likely to migrate from the ASB to groundwater at levels that would pose a risk to human health. As will be shown in Section 4.3, this is empirically demonstrated with groundwater samples collected at BH-2, BH-3, and BH-4, where dioxin/furans were not detected.

4.2.4 Metals

Total metals were analyzed in four composites prepared from three to four core locations as follows: A10, C8, E2, and F11 at the 0 to 4 foot interval; A10, C8 and F11 at the 4 to 8 foot interval; E2, C5, F5 and F7 at the 0 to 4 foot interval; and C5, F5 and F7 at the 0 to 4 foot interval. Arsenic, cadmium, and selenium were undetected. Chromium, lead, mercury, and nickel concentrations were less than

Oregon default background concentrations (ODEQ 2013). Copper concentrations ranged between 90.3 and 112 mg/kg; the default background concentration is 34 mg/kg. Zinc concentrations ranged between 210 and 414 mg/kg; the default background concentration is 180 mg/kg. None of the metals concentrations exceeded the residential direct contact RBCs. Of the metals analyzed, only copper and zinc appeared to be elevated as compared to default background concentrations (ODEQ 2013).

4.2.5 Conventional Analytes

Conventional analyses were performed on the same composite samples as for the metals. Historically, the conventional analyses have been used in conjunction with the metal analyses to determine the suitability of the material for agricultural land application. The sludge contains a high percentage of volatile solids (average 24.3%) and relatively high total solids content (average 30%). It also contains a high nitrogen content (average 1,461 mg-N/kg).

4.3 Groundwater

The groundwater investigation was designed to: 1) verify the initial groundwater data collected at the Site from temporary wells installed in Geoprobe borings during the Phase II ESA, 2) compare groundwater quality immediately downgradient of the ASB (BH-2, BH-3, BH-4) with background (BH-1) concentrations for COI that are naturally occurring, 3) compare groundwater quality immediately downgradient of the ASB with groundwater quality further downgradient (BH-5) between the ASB and the river, and 4) compare COI concentrations with State RBC concentrations.

4.3.1 Petroleum Hydrocarbons

Four groundwater samples were analyzed for petroleum hydrocarbons. DRO and ORO were detected at monitoring well BH-4 only. The concentration of DRO was 0.65 mg/L, exceeding residential, urban residential, and occupational RBCs. The concentration of ORO was 1.1 mg/L, for which there are no RBCs. BH-4 is installed through the ASB earthen berm, as opposed to BH-2 and BH-3, which were installed at the foot of the berm. Based on: a) the single detection at BH-4 and the non-detects at BH-2 and BH-3; b) that heavy end hydrocarbons are not particularly soluble in water and tend to sorb to soil (as they are in the sludge), and; c) that there is no release of a free phase product (such as from a leaking underground storage tank), the extent of petroleum hydrocarbon impacts in groundwater is likely very limited.

4.3.2 PCBs

PCBs were not detected in any of the three groundwater samples analyzed for this class of COI. As an additional line of analysis, partitioning calculations were completed to evaluate the potential for PCBs to have contaminated groundwater directly beneath the ASB. The partitioning results are presented in Section 5.

4.3.3 Dioxins/Furans

Dioxins/furans were not detected in any of the three groundwater samples. As an additional line of analysis, partitioning calculations were completed to evaluate the potential for dioxins/furans to have contaminated groundwater directly beneath the ASB in lieu of advancing a boring through the base of the ASB to collect a groundwater sample. The partitioning results are presented in Section 5.

4.3.4 Metals

Comparison between Sampling Rounds

The following discussion is presented in terms of dissolved metals concentrations so they may be compared to the original groundwater sampling conducted from Geoprobes during the Phase II ESA. Arsenic concentrations ranged between 0.6 and 15.8 µ/L. Background well BH-1 contained 1.6 µg/L arsenic. The greatest arsenic concentration occurred at BH-4, while the least arsenic concentration occurred in the downgradient well BH-5. The arsenic concentration at BH-4 (15.8 µg/L) is an order of magnitude greater than the adjacent Geoprobe sample B1-W, which contained 1.4 µg/L. The reason for this discrepancy is not evident, but the greatest arsenic concentration at this location is consistent with the other metals data, which also showed overall higher concentrations.

Manganese concentrations ranged between 250 and 5,320 µg/L. The greatest manganese concentration occurred at BH-4 and the lowest at the background monitoring well BH-1. Overall, manganese concentrations collected from the monitoring wells were lower than the samples collected from Geoprobes during the Phase II ESA. The greatest difference between the monitoring well and Geoprobe groundwater data occurred at Geoprobe sample GW-1 (9,750 µg/L) and its monitoring well counterpart BH-3 (1,110 µg/L).

Nickel concentrations ranged between <10 µg/L and 160 µ/L. The greatest differences in nickel concentrations between the Geoprobe and monitoring well samples were observed between Geoprobe sample GW-1 and monitoring well BH-3 (90 versus 10 µg/L, respectively), and between Geoprobe sample B1-W and monitoring well BH-4 (13 versus 160 µg/L, respectively). The nickel concentrations between sampling events and between dissolved and totals analyses seems much more variable than the other metals. However, during the RI sampling, the nickel concentrations were consistent with the other metals in that the greatest concentration occurred at BH-4 and the lowest concentration in background well BH-1.

Evaluation of Monitoring Well Data

The dissolved versus totals metals concentrations were comparable, with the exception of nickel at BH-5 where the total nickel concentration was 40 µg/L and the dissolved nickel concentration 60 µg/L. Theoretically, the total nickel concentration should have been higher. The samples were checked by the laboratory to ascertain whether they had been mislabeled, but this does not appear to have occurred. The laboratory also reanalyzed the samples, but came up with the same results. The cause of the discrepancy was not determined. However, given the similarity between the dissolved and totals metals concentrations, the sampling was successful in eliminating turbidity.

Unless specified otherwise, the following discussion is based on totals metals concentrations. The Site-specific background arsenic concentration at BH-1 (1.8 µg/L) is comparable to the Oregon default background concentration of 2 µg/L. With the exception of BH-4 (16 µg/L), arsenic concentrations are comparable to background. Also, with the exception of BH-4, which was higher by an order of magnitude, the arsenic data are comparable to the 2012 data.

Manganese concentrations exceeded the ODEQ screening level value (120 µg/L; ODEQ 1998), including the Site-specific background level at BH-1 (264 µg/L). The greatest concentration of manganese was detected at BH-4 (5,200 µg/L). The manganese concentration at BH-5, located approximately 90 feet downgradient of BH-4, was 80% less than the concentration at BH-4.

Nickel was not detected at the background monitoring well BH-1 at the laboratory method reporting limit of 10 µg/L. This is consistent with the Oregon default background concentration of 5.5 µg/L. Nickel was detected in the remaining four samples, with the maximum concentration of 160 µg/L found at BH-4. The nickel concentration at downgradient well BH-5 Z (60 µg/L) was 62% less than the concentration at BH-4 and just slightly higher than the surface water criterion (of 52 µg/L).

All results for total iron exceeded the Site-specific background level detected at BH-1 (2,000 µg/L). The greatest concentration of total iron was found at BH-4 (77,800 µg/L). The total iron concentration at downgradient well BH-5 was 2,110 ug/L, 97% less than the concentration at BH-4, and similar to the Site background concentration.

4.4 Surface Water

Surface water sampling was conducted to evaluate potential impacts on the wetland surface water quality. Wetland sample W-1 was collected immediately adjacent to the ASB while W-2 and W-3 were collected about 150 to 200 feet away (from approx. center of berm).

4.4.1 Petroleum Hydrocarbons

Petroleum hydrocarbons were not detected in the wetland sample W-1, and the detection limit for DRO was low enough to identify concentrations in excess of ODEQ RBCs.

4.4.2 Dioxins/Furans

Dioxins/furans were detected in the wetland sample W-1; however, virtually all of the dioxin/furan data were qualified as estimated and the TEQ (0.165 pg/L) only exceeded residential RBC of 0.076 pg/L.

4.4.3 Metals

Metals concentrations in surface water are generally expected to be at or below the concentrations found in groundwater because it is subject to different redox conditions than shallow groundwater and receives surface inputs from rainwater. The wetland water also receives input via the stream that flows along the north side of the Site.

Metals concentrations in the wetland samples were less than the concentrations detected at the upgradient monitoring well (BH-1). Total iron concentrations ranged from 920 g/L in W-2 to 1,840 µg/L in W-3 (total iron in BH-1, 2,000 µg/L). Total manganese concentrations ranged from 41 µg/L in W-2 to 179 µg/L in W-3 (total manganese in BH-1, 264 µg/L). Variability in the iron and manganese concentrations is likely attributable to suspended solids in the samples. W-3 exceeded the surface water criterion for iron. Two out of the three samples exceeded ODEQ's surface water criterion for manganese (120 µg/L; ODEQ, 1998); however, the manganese concentrations in wetland samples do not exceed the Site-specific background level detected at BH-1. Nickel was not detected in any of the wetland samples (<10 µ/L). Zinc also was not in any of the wetland samples (<10 µg/L).

Arsenic was detected at low levels (0.6 to 0.8 ug/L) in all three wetland samples. The concentrations exceed the ODEQ RBCs but are below the Oregon default background concentration (2 µg/L) and the Site-specific background level at BH-1 (1.8 µg/L). Nickel and Zinc were not detected in wetland samples.

4.5 ASB Water

4.5.1 Petroleum Hydrocarbons

DRO was reported at a concentration of 0.32 mg/L and ORO at 0.39 mg/L. These petroleum hydrocarbon concentrations are expected, considering the concentrations of hydrocarbons consistently found in the sludge. The DRO exceeded the residential and urban RBCs (0.1 µg/L by a factor of three, but did not exceed the occupational RBC (0.43 µg/L).

4.5.2 Dioxins/Furans

The dioxin/furan TEQ for the ASB water sample (3.55 pg/L) exceeded the residential, urban residential and occupational RBCs by one to two orders of magnitude. Virtually all of the dioxin/furan data were qualified as estimated.

4.5.3 Metals

Overall, metals concentrations in the ASB water were fairly low. The arsenic concentration of 0.7 µg/L was less than background. Iron, manganese, nickel and zinc concentrations did not exceed surface water quality criteria or RBCs.

4.6 Nature and Extent Conclusions

4.6.1 Soil

Results of the surface soil sampling indicate some impact of DRO, ORO and dioxins/furans in surface soil downgradient of the ASB, with the greatest impact beyond the berm, on the opposite side of the road. There are several potential sources of dioxins/furans and petroleum hydrocarbons to soil, especially near the roadway at the CS-3 sample location. Sources may include runoff from the asphaltic-concrete roadway, atmospheric deposition of dioxins/furans, and/or deposition of ASB sediment during overtopping events. The State of Washington Department of Ecology (Ecology) has published a document "*Urban Seattle Area Soil Dioxin and PAH Concentrations Initial Summary Report,*" that studied dioxin/furan concentrations in surface soils (0-3 inches) of six Seattle neighborhoods (Ecology 2011). The samples were collected from right-of-way land (i.e., median planting strips). This study found dioxin/furan TEQ concentrations ranging from 1.7 to 110 pg/g, with an average concentration of 19 pg/g. The median and nonparametric 90th percential concentrations were 12 and 46 pg/g, respectively. Considering that CS-3 was collected from an area subject to road runoff, whereas the samples collected during Ecology's urban study were not, the dioxin/furan TEQ of 29.5 pg/g in CS-3 is well within the range that could be considered background.

4.6.2 ASB Sludge

Heavy end petroleum hydrocarbons, dioxins/furans, and PCBs remain as COI in the ASB sludge. The concentrations of heavy end petroleum hydrocarbons are fairly high throughout the sludge. Dioxins/furans and PCBs, while present at much lower concentrations also typically exceed occupational and/or residential RBCs. Overall, metals concentrations in the ASB sludge are comparable to background soil concentrations, with the exception of zinc and copper, which are somewhat elevated.

4.6.3 Groundwater

Dioxins/furans and PCBs were not detected in groundwater, which is consistent with the low overall concentrations of these COI detected in the sludge and low mobility of these compounds in the

subsurface. Petroleum hydrocarbons detected at BH-4 are consistent with the petroleum hydrocarbons identified in the ASB sludge. Similarly, metals concentrations are consistently highest at BH-4. The fact that metals concentrations in the ASB sludge and surface water were low indicate that the overall higher metals concentrations in groundwater are being caused by redox conditions specific to the groundwater. These petroleum hydrocarbon and metals concentrations appear to attenuate within a short distance downgradient of the ASB. Further discussion of contaminant fate and transport in groundwater is provided in Section 5.

4.6.4 Surface Water

The preliminary conceptual Site model presented in the RI Work Plan identified a potential route of contaminant migration from the ASB, to groundwater, to the wetland. However, dioxins/furans were not detected in groundwater. Therefore, it is very unlikely that dioxins/furans in the ASB sludge were transported to the wetland water via groundwater. It is possible that the ASB overtopped on the wetland side, depositing dioxin/furan-containing sediment from the ASB into the wetland. But this is not a known occurrence. The only known impact of the wetland by another surface water body is the Willamette River, which has on occasion, inundated the wetland.

4.6.5 ASB Water

The ASB water appears to be impacted by petroleum hydrocarbons that are in the sludge, albeit at fairly low concentrations, as well as dioxins/furans. Metals concentrations in the ASB water are low as compared to surface water criteria and RBCs.

Section 5
Contaminant Fate and Transport

This section presents an interpretive physical conceptual site model (CSM), which has been refined and informed by data collected for the RI. Description of the CSM is followed by a discussion of the transport mechanisms for contaminants at the Site, grouped into two key contaminant classes. Finally, the exposure pathway summary relates the interpretive CSM to the various exposure pathways evaluated in the human health and ecological risk assessments for the specific COPCs identified (see Section 7).

5.1 Interpretive Physical Conceptual Site Model

Figure 6 presents the physical CSM developed through interpretation of data collected for the RI. This CSM provides a description of the physical setting and processes that control the transport and migration of contamination in soil, air, groundwater, surface water, and/or sediments to human health and ecological receptors.

The Site is located on the southern end of the Portland Hills, a linear topographic high representing the Portland Hills – Clackamas River structural trend (Beeson and Tolan, 1990), which defines the southern end of the Portland Basin. The Site rests on a broad shelf bordering the northwest bank of the Willamette River. The shelf represents the scoured surface of a tabular basalt flow of the Columbia River Basalt Group (CRBG), which is blanketed by a thin, unconsolidated alluvial sedimentary sequence consisting of fine-grained (silt and fine sand) facies of Pleistocene glaciofluvial flood deposits and Holocene alluvial overbank sediments. The edge of the overlying basalt flow forms an 80-foot bluff bordering the northwest side of the shelf. The Willamette River incises the shelf and truncates overlying sediments on the southeast side of the Site.

The fine-grained flood deposits and recent alluvial sediments comprise the primary hydrostratigraphic unit at the Site. Water-bearing zones hosted by basalt flows of the CRBG are not anticipated to have a significant role in the shallow hydrogeology of the Site, other than possibly discharging groundwater into the shallow alluvial unit from the basalt flow contact at the base of the bluff northwest of the Site.

Shallow alluvial groundwater is recharged by direct infiltration of precipitation, and likely by infiltration of surface flow from the adjacent uplands. A large wetland exists to the north of the ASB and is partly contained by the northern side of the ASB berm. The alluvial sediments also may receive recharge from the basalt flow contact if juxtaposed against the sediments at the base of the bluff, northwest of the Site.

The approximate direction of groundwater flow within the alluvial sediments is southeasterly, towards the Willamette River (**Figure 5**). The shallow groundwater gradient is relatively flat across the Site (0.006 ft/ft or 0.6%), until it steepens between the southeast side of the ASB and the River (approximately 0.03 ft/ft or 3%). Groundwater and surface water hydrographs (**Figure 7**) of continuous water level measurements recorded over the course of one month illustrate that the two main influences on water levels at the Site are rainfall and Willamette River stage. The water level at upgradient well BH-1 shows a marked response to the large rainfall events in early April, with

increasingly dampened responses to rainfall downgradient, including a barely-perceptible response in the wetland, which likely acts as a constant head source on the shallow alluvial groundwater system. The most downgradient well BH-5, closest to the Willamette River, shows a delayed response to abrupt changes in the river stages and rainfall events. The river stage response is quickly dampened upgradient and by BH-4 becomes indistinguishable from the rainfall response.

The elevation of the wetland surface indicates that the wetland is an expression of groundwater. In contrast, the water surface of the ASB is approximately 18 feet above the water level measured in the nearest monitoring well (BH-4), which is located on the ASB berm, and 16 feet above the water level in the wetland, as measured at the staff gauge, located on the outside edge of the northern side of the ASB. This extreme difference in water levels indicates that the permeability of the base and sides of the ASB is very low, flux from the ASB to shallow groundwater is very low, and thus the ASB likely has little impact on the overall groundwater flow regime at the Site.

5.2 Key Contaminant Classes

For discussion of fate and transport, the Site COI have been grouped into two key contaminant classes: ASB contaminants and metals in groundwater. ASB contaminants originate at the ASB, whereas metals in groundwater are naturally occurring in native sediments but are mobilized under redox conditions controlled by the ASB. The fate and transport of the two contaminant classes are discussed in the following sections.

5.2.1 ASB Contaminants: Petroleum Hydrocarbons, PCBs, and Dioxins/Furans

The primary mechanism for transport of ASB COI above ground is by water overtopping the ASB and depositing contaminated sediments outside the ASB. Two such releases were documented in the Phase I and II ESA (MFA, 2008), and debris was observed at the south-central edge of the berm during a site walk preceding the RI field effort, which appeared to be evidence of overtopping. There are no known occurrences of the ASB overtopping on the wetland side and topographically, this appears very unlikely (Roholt, 2013). The Willamette River has on occasion flooded the area and in doing so, inundated the wetland, which could in turn deposit sediments containing low concentrations of dioxins/furans. The ASB itself has never been inundated when the Willamette River has flooded the area (Roholt, 2013).

The potential mechanism for transport of ASB COI in the subsurface is by seepage into groundwater. Evidence of impacts to groundwater was evaluated during the RI, and only petroleum hydrocarbons were detected in one sample at BH-4, which was installed within the ASB berm. Petroleum hydrocarbons were not detected in the two next closest wells to the ASB, which were installed adjacent to the outside of the ASB berm. The results indicate that any transport of ASB COI via seepage to groundwater is strongly inhibited by the low permeability of the materials around the ASB, and contamination is generally confined within the perimeter of the berm.

Groundwater directly beneath the ASB could not be accessed for sampling to assess the potential impacts of vertical seepage from the ASB. To address this potential transport mechanism, partitioning calculations were completed to calculate theoretical concentrations of PCBs and dioxins/furans in groundwater immediately beneath the ASB, based on concentrations detected in samples of sludge obtained from the base of the ASB. The resulting concentrations were compared to the most conservative surface water screening levels (EPA national recommended water quality criteria [NRWQC] for fish consumption); although there is no evidence that ASB COI will discharge to surface

water. The input values and the assumptions made for the partitioning calculations are documented in **Appendix D** and **Appendix E.**

The resulting conservatively estimated concentration of PCBs in groundwater immediately below the ASB was 18% of the NRWQC. The resulting concentration of dioxins/furans was 0.2% of the NRWQC. The results of this analysis and groundwater data from downgradient monitoring wells show that seepage to groundwater is not a viable transport mechanism for ASB COI, and contamination is expected to remain confined laterally within the perimeter of the berm and vertically within the low-permeability and carbon-rich sediments at the base of the ASB.

5.2.2 Metals in Groundwater

The primary chemical processes that can affect mobility of dissolved metals in groundwater are dissolution, precipitation, adsorption, complexation, and microbially-mediated reactions. Dissolution and precipitation are the most important processes controlling the mobility of iron, manganese, nickel, and other metals detected in groundwater at the Site. The mobility of dissolved metals in groundwater is dependent on geochemical disequilibrium between groundwater and sediments, on the presence and concentrations of other constituents such as dissolved oxygen, sulfate, and bicarbonate, and especially on redox conditions. The solubilities of iron and manganese species are particularly sensitive to changes in the oxidation or reduction capacity present in groundwater. Additionally, the presence of dissolved organic matter can facilitate metal oxide reduction and cause large increases in dissolved manganese and iron in groundwater near an organic carbon source.

Ferrous iron can be mobilized in groundwater under reducing conditions through dissolution of iron oxyhydroxides, which are typically present in alluvial sediments of volcanic origin (Hem 1985; Appelo and Postma 1999). Manganese is similarly mobilized by reductive dissolution of manganese oxides. Further, as groundwater approaches a surface water body (e.g., the Willamette River) and encounters increasing dissolved oxygen concentrations in the transition zone, dissolved ferrous iron and manganese [Mn(+II)] will be oxidized and iron oxyhydroxides and manganese oxides are expected to precipitate quickly (Appelo and Postma 1999). Nickel also can be mobilized in reducing environments, but precipitation of iron oxyhydroxides and manganese oxides tend to control nickel's mobility via co-precipitation and sorption (Hem 1985).

To evaluate the redox conditions in Site groundwater, a spreadsheet model was used to assign a redox category and to identify the dominant redox processes occurring in groundwater at the Site (Jurgens et al. 2009). The model assumes that groundwater is in equilibrium with sediments, which is not likely the case at the Site; however, the model provides a general framework for interpretation of the redox conditions at the Site. The general redox category assigned to all samples was mixed (oxic-anoxic), with oxygen and ferric iron reduction as the dominant redox processes. The redox category is designated as mixed because dissolved oxygen is present in concentrations greater than 0.5 mg/L in all samples (oxic), yet ferrous iron, sulfate, and manganese are present in concentrations that indicate reduction is occurring (anoxic). In the absence of direct porewater measurements in the ASB sludge, strongly reducing conditions are inferred to predominate at the base of the ASB because organic carbon is present at elevated concentrations in the ASB sludge.

On the basis of the redox processes described above, the processes controlling dissolved metals concentrations in groundwater at the Site are summarized as follows:

1. Background conditions are weakly oxidizing to weakly reducing, resulting in the naturally-occurring metals concentrations detected at BH-1.

2. The background well, BH-1, is in close proximity to the source of recharge (rainfall runoff and infiltration from the basalt bluff). The recharge source is dilute and most likely undersaturated with respect to the minerals encountered in the subsurface. Therefore, in the absence of the ASB, with increased residence time (along the groundwater flow path) the concentrations of dissolved constituents (e.g., metals) may be expected to increase based on mineral availability and mineral solubility as bicarbonate and hydrogen ions react with the minerals in the aquifer matrix and organic matter (Freeze and Cherry, 1979), but not to the extent that was observed in the vicinity of the ASB.

3. The organic carbon-enriched sludge at the base of the ASB likely promotes reducing conditions, which in turn would cause iron oxyhydroxides and manganese oxides to dissolve, releasing iron, manganese, nickel, and other associated metals into solution. This process is indicated by maximum concentrations of metals being detected at BH-4, adjacent to the ASB.

4. Because of the fine-grained sediments present beneath the ASB and the relative immobility of organic contaminants present in the ASB sludge, the strongly reducing environment is limited to the immediate vicinity of the water bearing zone beneath the ASB footprint.

5. Concentrations of dissolved metals in groundwater decrease rapidly over a short distance downgradient from the more reducing conditions of the ASB, as indicated by at least 80% reduction in metals concentrations between BH-4 and BH-5 (a distance of 90 feet).

6. Dissolved metals concentrations are expected to decrease further as groundwater approaches the Willamette River and encounters increasing dissolved oxygen concentrations (i.e., more oxidizing conditions) in the transition zone and sediment pore water.

7. Finally, any remedial alternative that includes encapsulation or removal of ASB sludge is expected to shift the groundwater redox conditions toward less reducing/more oxidizing conditions than are currently present and reduce the mobility of dissolved metals in groundwater.

Section 6
Beneficial Water and Land Use

6.1 Current and Reasonably Likely Future Land Use

As described in Section 2, there are currently two occupied residences on the northwestern and northeastern portions of the Site. The ASB is currently being monitored and maintained, but is not providing the industrial use that it was designed for. WES has an interest in moving forward with the remediation as soon as possible to minimize the cost of long-term maintenance of an inactive ASB and to avoid having to mitigate odor complaints, as may arise if the ASB becomes stagnant and begins to dry out.

In a public process being led by the City of West Linn, a wide variety of future land uses are currently being considered for the Site to determine the highest and best use. The alternatives being considered include very low impact, to high impact land uses, or a mix, based on zoning. Some of the alternatives being considered include:

- Passive park
- Wildlife refuge
- Interpretive center
- Community center (e.g., pool, courts)
- Active play park (e.g., skate park, picnic shelters, disc golf course, dog park, amphitheater, camp ground, rustic cabins)
- Public works services facility
- Housing (e.g., high end single family residences, model green housing, high rise for senior living).
- Commercial (e.g., medical, offices, restaurants, warehouse, hotel, retail)

As of writing of this RI, the City of West Linn has not limited the list of future land use alternatives. However, at this time, the most likely redevelopment scenario for the ASB area specifically appears to be as a combination of a passive and active play park.

6.2 Current and Reasonably Likely Future Water Use

6.2.1 Groundwater

Groundwater is currently not utilized at the Site, whether for potable water supply or irrigation purposes. The water supply for the Site is provided by the City of West Linn (West Linn 2011). There is no record of drinking water wells having been located on the Site (Oregon Water Resources, Well Log Query, 2012); although it is possible that unrecorded wells may have been located on the Site in connection with historical residential and agricultural uses of the property.

Given the likely future land uses being considered and that the Site is currently serviced by a public water supply, there would be no need to resort to using groundwater as a water supply source for the Site. The potential for illicit groundwater use, such as could occur by a private landowner installing a private well, is negligible since the land will be owned by a public entity.

According to Oregon Water Resources Department online Well Log Query the apparent closest potable wells are over one half mile away, across the Tualatin River. However, due to lack of address information not all well locations could be accurately identified on the database.

6.2.2 Surface Water

As has already been established, there are currently three surface water bodies at the Site: the wetland, the ASB, and the Willamette River. Any future land use scenario for this Site involves complete elimination of the ASB, leaving only the wetland and the Willamette River. Future land uses possibly include recreational uses along the Willamette River, such as a boat or kayak launch site. The wetland is expected to be protected generally in its current form, although boardwalks may be constructed through portions of the wetland to allow public access for recreational purposes, such as bird watching.

Section 7
Baseline Risk Assessment

7.1 Human Health Risk Assessment

CDM Smith completed a baseline human health risk assessment (HHRA) in compliance with the requirements for a deterministic risk assessment as specified in Oregon's Administrative Rule (OAR) 340-122-0084. The HHRA was conducted in accordance with ODEQ Human Health Risk Assessment Guidance (ODEQ 2010) and USEPA (EPA) Risk Assessment Guidance for Superfund (RAGS), Volume 1: Human Health Evaluation Manual (Part A), Interim Final (USEPA 1989), and other applicable ODEQ and EPA guidance documents. A copy of the HHRA is included in **Appendix F.**

The HHRA evaluated potential current and future human health risks resulting from exposures to chemicals at the Site in the absence of any actions to control or mitigate these risks (i.e., under an assumption of no action). In addition, risks associated with actions that may lead to greater exposure to Site-related chemicals (i.e., dewatering the ASB, drying the sludge and spreading it across the ground) were evaluated in the HHRA. The HHRA was conducted under a reasonable maximum exposure scenario. Uncertainties were evaluated in the uncertainty section of the HHRA. To compensate for uncertainty surrounding input variables, assumptions are made that tend to result in protective estimates of risk, rather than underestimated risk. This section provides a summary of the HHRA findings.

7.1.1 Human Health Conceptual Site Model

One step of the HHRA was to develop an exposure assessment, which identifies pathways by which human populations might be exposed to Site-related chemicals. Chemical sources, release and transport mechanisms, and intermedia transfer were evaluated. Exposure pathways are identified based on the location and activities of potentially exposed populations and on the types of potentially contaminated media. This exposure assessment was developed into a CSM, as shown on **Figure 8** which schematically presents the relationship between chemical sources, release mechanisms, exposure routes, and receptors at the Site.

This CSM was developed through consideration of sources of chemical release, contaminant distribution, chemical fate and transport, hydrogeologic conditions, current and possible future land use at the Site and adjacent area, and current and reasonably likely future groundwater and surface water use. Potentially complete and significant pathways through which receptors may be exposed to COPCs are shown in **Figure 8.** Also shown are "incomplete" exposure pathways and pathways that may be complete but exposure is considered insignificant for some receptors. Incomplete exposure pathways assume it is unlikely for a receptor to ever come into contact with COPCs. Complete but insignificant exposure pathways assume it is possible for a receptor to contact COPCs but that the frequency and duration of exposure or contaminant concentrations are so low that exposure would be negligible.

7.1.2 HHRA Risk Characterization Summary of Findings

Potential human health risks were characterized by evaluating: 1) results of the CSM, which identified potentially complete and significant exposure pathways; 2) estimated reasonable maximum exposure

(RME), which is defined as exposure above about the 90th percentile of the population distribution; and 3), chemical-specific toxicity. .

Individual and cumulative acceptable risk levels for carcinogens and noncarcinogens are defined by OAR 340-122-115. At upper-bound exposure, acceptable risk level is an excess lifetime cancer risk (ELCR) of less than or equal to 1×10^{-6} (1 in one million) for individual carcinogens and 1×10^{-5} (1 in 100,000) for multiple carcinogens. The potential for noncarcinogenic health effects is evaluated by comparing an exposure level over a specified time period with a route-and chemical specific reference dose derived for a similar exposure period. This ratio of exposure to toxicity is referred to as a hazard quotient (HQ). HQs for individual COPCs with similar toxicological effects may be summed to yield an effect-specific hazard index (HI) (EPA 1989). The HI assumes that there is a level of exposure below which it is unlikely even for sensitive populations to experience adverse health effects. The effect-specific HI can be calculated by summing HQs for chemicals with similar toxicological effects (e.g., development) or target organs (e.g., liver). If the sum of all HQs is less than 1, no effect-specific HIs are calculated because they would also not exceed one.

The following sections summarize the findings of the risk assessment for the various groups of people that may come into contact with Site-related COPCs.

7.1.2.1 Onsite Workers

The HHRA found that for current outdoor workers onsite, cancer risks and non-cancer hazards are below or at ODEQ acceptable risk levels. The HHRA found that for current outdoor ASB workers, the total upper-bound excess cancer risk is below the level (1×10^{-5}) specified by ODEQ for acceptable cancer risk for exposure to multiple carcinogens. The estimated carcinogenic risk (5×10^{-6}) is almost entirely attributable to exposure to dioxins/furans. Exposure to dioxins/furans in sludge contributed about 68% of the total risk. Non-cancer hazard indices for the outdoor ASB worker were 1 and primarily due to exposure to DRO in sludge. Estimated hazards associated with petroleum hydrocarbons were based on generic RBCs and the resulting hazard quotient is most likely overestimated.

7.1.2.2 Current and Future Residents

The HHRA found that current residents are not exposed COPCs associated with the Site.

The HHRA found that for future residents cancer risks and non-cancer hazards were greater than acceptable levels assuming that a resident used water from a drinking water well installed onsite and was exposed to sludge that had been dried and spread onto the ground surface.

As discussed in Section 6, it is unlikely that in the future a drinking water well would be installed onsite. However, the HRRA evaluated use of shallow groundwater beneath the Site as drinking water by future residents as the most conservative exposure scenario. Arsenic was the only carcinogen detected in groundwater. Carcinogenic risk due to exposure to arsenic in groundwater (2×10^{-4}) was greater than the upper-bound acceptable risk level risk for individual carcinogens of less than or equal to 1×10^{-6} for individual carcinogens. The maximum detected concentration of arsenic in groundwater was 16 µg/L which influenced the exposure point concentration based on the 90% UCL; concentrations of arsenic in all groundwater samples except from BH-4 where the maximum detection concentration was reported were below the EPA MCL. Cancer risks associated with exposure to arsenic in groundwater are likely greatly over-estimated.

Non-cancer hazards were also above 1 in groundwater for COPCs affecting the skin (arsenic HI=3), central nervous system (manganese HI=4) and gastrointestinal tract (iron HI=11). The HI for diesel petroleum hydrocarbons was below 1. If the HI exceeds unity (1), the daily intake is higher than a "safe" exposure level and some concern for potential non-cancer effects exists; however, this value should not be interpreted as a probability. Generally, the greater the HI above unity, the greater the level of concern. Safety factors are built into RfDs so that sensitive subpopulations of humans (e.g., children, pregnant women, individuals with respiratory problems) are protected. Thus, there is always a "margin of safety" built into an RfD, and doses equal to or less than the RfD are nearly certain to be without any risk of adverse effect. Doses higher than the RfD may carry some risk, but because of the margin of safety, a dose above the RfD does not mean that an effect will necessarily occur.

Future residents were also evaluated for exposure to COPCs in sludge that is dried and spread on the ground surface. While not considered a likely remedial action for the Site, land application of dredged sludge from the ASB has occurred historically under certain conditions. . In the HHRA, exposure pathways for soil (dried sludge spread onto the ground surface) included incidental ingestion, dermal contact, and inhalation of particulates. The total excess lifetime cancer risk for residents exposed to dried sludge is 8×10^{-5} which is greater than the ODEQ acceptable cancer risk of 1×10^{-5} for exposure to multiple carcinogens. Incidental ingestion of arsenic and dioxins/furans contributed most of the ELCR. Arsenic was included as a COPC for sludge although it was reported as non-detect because the reporting limit was above RBCs and background. If arsenic is excluded from the ELCR, the resulting ELCR is 1×10^{-5}, which is at the acceptable target level for exposure to multiple carcinogens.

The non-carcinogenic HI for exposure pathways associated with surface soil (dried sludge spread onto the ground surface) is 15, greater than the acceptable target level of 1. The majority of the HI is due to exposure to diesel range hydrocarbons in sludge. Because generic RBCs for residential contact with soil were used to estimate the HQ for exposure to TPH (HI=12) the resulting HQ is likely overestimated. Incidental ingestion of arsenic (HI=1) and dioxins/furans (HI=1) also contributed to the HI.

7.1.2.3 Future Construction Workers

The total upper-bound excess cancer risk (2×10^{-6}) for future construction workers is below the ODEQ acceptable cancer risk of 1×10^{-5}. The majority of the cancer risk is due to incidental ingestion of arsenic and dioxins/furans in sludge. As previously discussed, arsenic was not detected in sludge and the estimated cancer risk is based on the elevated reporting limit; if arsenic is excluded as a COPC in sludge the total cancer risk is 6×10^{-7}. The non-carcinogenic HI (4) was greater than the acceptable non-cancer target level of one. The majority of the HI was due to exposure to DRO in sludge based on generic RBCs.

7.1.2.4 Infants

Dioxins/furans and PCBs were identified as COPCs in media at the Site that bioaccumulate. The HHRA found that excess lifetime cancer risks for infants of current onsite ASB workers and future construction workers were below the ODEQ acceptable cancer risk of 1×10^{-5}. The excess lifetime cancer risks for infants of future residents were at the ODEQ acceptable cancer risk of 1×10^{-5}. The non-cancer HI was above 1 for infants of future residents and construction workers. These estimates assume that future parents of these infants are exposed to dried sludge which, based on current closure plans for the ASB, overestimates risk and hazards for future receptors.

7.1.2.5 Current Trespassers

Trespassing into the ASB area is difficult and therefore an infrequent occurrence (i.e., less than the current onsite workers). Therefore, this scenario was considered complete, but insignificant.

7.1.2.6 Future Recreational Users

The most frequent recreational users of the Site would be area residents. Residents are assumed to have more intense contact via the same exposure pathways to COPCs in Site related media; therefore, evaluation of residential exposure should be protective of recreational receptors. Recreational exposures were evaluated qualitatively. The qualitative evaluation for future recreational users concluded that exposure to Site-related COPCs for recreational users would be insignificant.

7.2 Ecological Risk Assessment

CDM Smith completed a Level I and II Screening Ecological Risk Assessment (ERA) in accordance with ODEQ Guidance for Ecological Risk Assessment (ODEQ 1998). The Level I Scoping Assessment was performed to document the presence of ecological receptors and/or exposure pathways at the Site. The presence of COI was based on findings from the Phase I and Phase II ESAs and other previous investigations at the Site. As part of the Level I scoping, a biologist conducted a visual assessment of habitats and ecological receptors observed and likely to be present at the Site and completed an Ecological Checklist and Evaluation of Receptor-Pathway Interactions (**Attachment A** in **Appendix G**). Based on the Level I Scoping Assessment, it was determined that ecological receptors and potentially complete exposure pathways exist at Site. Therefore, a Level II Screening ERA was completed, the full report of which is included in **Appendix G**.

The Level II screening ERA identified several CPECs in each of the media. The CPECs and rationale for their retention as CPECs are summarized by medium in **Table 14**. The CPECs were selected for each medium based on the results of one or more of the following screens: chemical toxicity screen, bioaccumulation screen, cumulative screen, and multimedia screen, as described in the Level II ERA, which is described in detail in **Appendix G**.

7.2.1 Ecological Conceptual Site Model

The ERA also included development of a CSM. The CSM identifies sources of contamination, migration pathways, exposure media, potential exposure pathways, and likely relationships between stressors (e.g., chemicals), assessment endpoints, and measurement endpoints for each medium of concern with regard to ecological receptors. The CSM considered sources of chemical release, distribution of chemical detections, chemical fate and transport, hydrogeologic conditions, current and possible future land, groundwater, and surface water uses use at the Site and adjacent areas. The CSM, presented as **Figure 9**, graphically depicts relationships between primary and secondary chemical sources, chemical release mechanisms and migration pathways, exposure routes, and receptors. Receptors are depicted as general categories (e.g., aquatic invertebrates, terrestrial plants, etc.).

7.2.2 ERA Risk Characterization Summary of Findings

7.2.2.1 Surface Soil

As shown in **Table 14**, three chemicals were initially selected as CPECs for surface soil. However, none of these chemicals pose a significant ecological risk based on the evaluation presented in the ERA (see **Appendix G**). This is because two of the CPECs (DRO and ORO) were selected based on the lack of screening level values (SLVs) from ODEQ or other sources. A lack of SLVs or scientific literature providing acceptable levels for the protection of ecological receptors indicate that remediation of

surface soil based on these CPECs is not feasible or warranted. The third CPEC, dioxins/furans, were initially selected as a CPEC based only on the results of the multimedia screen and not based on a TEQ exceedance of the chemical toxicity screen, bioaccumulation screen, or cumulative screen. Within the multimedia screen, the total hazard quotient (HQ) was 1.0, with dioxin TEQ in surface soil contributing approximately half of the cumulative risk. Since the total HQ in the multimedia screen is equal to the acceptable risk limit of 1.0, the dioxin TEQ in surface soil was not retained as a CEPC. In conclusion, no CEPCs in surface soil were retained based on the ecological risk assessment.

7.2.2.2 ASB Sludge

As identified in **Table 14**, nine chemicals were selected as CPECs for ASB sludge. Three metals, arsenic, cadmium, and selenium were initially selected as CPECs based on the results of a single screen using elevated detection limits. None of these metals was detected above the laboratory detection limits but one half the detection limit was above each metal's respective SLV. In contrast, based on current risk and exposure, DRO, ORO, PCBs (total, and Aroclors 1248 and 1254), and copper were retained as CPECs, as identified in **Table 14**.

The identification of several CPECs in the ASB sludge confirms that it poses a current risk to ecological receptors and that conducting remedial action is warranted. A preliminary evaluation of remedial alternatives identified either sludge excavation or encapsulation as a potential remedy. If excavation and off-site disposal is selected as the preferred remedy, the source material would be removed and the pathway between the source and ecological receptors would be incomplete. If encapsulation were to be selected as the preferred remedy for the ABS, the pathway between the sludge and ecological receptor would also be incomplete. Further evaluation might be required if the dried sludge is encapsulated in an unlined containment cell to determine if chemicals from the sludge in the ASB may leach to groundwater and discharge to the nearby wetlands or Willamette River.

7.2.2.3 Groundwater

Since groundwater has the potential to discharge to surface water, including the wetland and the Willamette River, groundwater quality was evaluated relative to risk to aquatic receptors. The groundwater results were compared to applicable surface water screening level values (SLVs) without allowance for mixing or dilution (ODEQ 1998). Based on this evaluation, three metals were initially selected as CPECs for groundwater. They include iron, manganese and nickel. As shown in **Table 14**, each of these was retained as a CPEC, since each was selected based on the results of chemical toxicity screening, and in the case of iron and manganese, the multimedia screen.

7.2.2.4 ASB Water

As identified in **Table 14**, eight chemicals were initially selected as CPECs for ASB water. Two of these CPECs, calcium and iron, were not retained as CPECs. Calcium was initially selected as a CPEC based on the results of the cumulative screening (i.e., exposure to multiple chemicals). For this reason and since it is an essential nutrient, calcium was not retained as a CPEC. Iron was initially selected as a CPEC based on the results of the cumulative screen and the multimedia screen. Of the 12 chemicals detected in ASB water and evaluated in the cumulative screen, six chemicals contributed more to the overall risk than iron. Additionally, the sum of the risk estimates (HQ) associated with iron calculated in the multimedia screen was 80. Iron in ASB water contributes 0.16 that total. Thus, iron was not retained as a CPEC. The remaining six chemicals are retained as CPECs based on current risk and exposure, including dioxins/furans, DRO, ORO, manganese, nickel, and zinc.

Based on the assumed preferred alternative of draining the water from the ASB such that it will no longer provide aquatic habitat, the source material would be removed, preventing further migration or exposure to these CPECs.

7.2.2.5 Wetland Surface Water

As identified in **Table 14**, dioxins/furans, iron, and manganese were initially identified as CPECs. However, only manganese was retained as a CPEC based on ecological risk. Dioxins/furans were initially identified as CPECs based on the results of a multimedia screen, not based on the results of the chemical toxicity screen, bioaccumulation screen, or cumulative screen. Within the multimedia screen, the total HQ was 1.0, with dioxin TEQ from wetland surface water contributing only 0.022 of the cumulative risk. Since the total HQ in the multimedia screen was equal to the acceptable risk limit of 1.0, dioxins/furans in wetland surface water were not retained as a CPEC for ecological risk. Iron was selected as a CPEC based on the results of the cumulative screen and the multimedia screen. Although iron was one of the two primary contributors in the cumulative screen conducted for wetland surface water, the sum of the risk estimates (HQs) associated with iron calculated in the multimedia screen was 80. Iron in wetland surface water contributes 1.48 of that total. Thus, iron was not retained as a CPEC based on the ecological risk assessment and the only retained CPEC for wetland surface water was manganese.

7.3 HHRA and ERA Conclusions

Based on the risk assessments several COPC were retained as COC based on human health considerations, and CPECs were retained based on ecological receptors. These are summarized as follows:

7.3.1 Human Health

Based on the human health risk assessment, the Site does not pose an unacceptable human health risk. As summarized in **Table 15**, no chemicals were retained as COCs based on current conditions when considering risks to human health receptors at the Site.

While considered unlikely, future scenarios could involve drying the ASB sludge and spreading it across the ground, and/or use of the shallow groundwater as drinking water. If the ASB sludge were to be dried and spread out on the surface, DRO, dioxins/furans, and total PCBs would present a potentially unacceptable human health risk. ORO in sludge is also likely to pose a risk, but could not be evaluated quantitatively due to a lack of toxicity information,

In addition, arsenic, iron, and manganese in groundwater would pose a potentially unacceptable human health risk if the shallow groundwater is used as a drinking water source. However, future land use decisions make either of these potential future exposure scenarios very unlikely.

7.3.2 Ecological Receptors

Based on the ecological risk assessment, current conditions at the Site pose a potentially unacceptable risk to ecological receptors. As summarized in **Table 14**, the following chemicals are retained as CPECs when considering current risks to ecological receptors:

- Surface soil: none
- ASB Sludge: DRO, ORO, Aroclor 1248, Aroclor 1254, total PCBs, and copper
- Groundwater: iron, manganese, and nickel
- ASB Water: dioxins/furans, DRO, ORO, manganese, nickel, and zinc
- Wetland Surface Water: manganese

Section 8
Summary and Conclusions

8.1 Summary

The findings presented in this RI for the former Blue Heron ASB Site are based on results of previous environmental investigations (Phase I and Phase II ESA) conducted in 2012 and supplemental sampling conducted in March and April, 2013. The following sections summarize the findings of this RI by media.

8.1.1 Soil

Dioxins/furans, DRO, and ORO were detected in surface soil. For the human health pathway, exposure scenarios considered and evaluated included incidental ingestion, dermal contact, and inhalation of particulates. As suspected carcinogens, the excess lifetime cancer risk (ELCR) for exposure pathways associated with dioxins/furans in surface soil was calculated at 1×10^{-6}, which is at the ODEQ acceptable cancer risk of 1×10^{-6} for exposure to individual carcinogens. The non-carcinogenic HI for exposure pathways associated with petroleum hydrocarbons in surface soil is 0.07, well below the acceptable level of one.

There are no ecological screening level values for DRO and ORO, indicating remediation of surface soil based on these CPECs is not feasible and/or warranted. The dioxins/furans TEQ did not exceed the chemical toxicity screen, bioaccumulation screen, or cumulative screen for ecological receptors. In addition, the greatest concentrations of COPC and CPECs detected in soil were identified in a sample collected next to the road (CS-3), which is subject to road runoff. While it is possible that ASB sludge may have been released to this area during the rare occurrences of overtopping (two events; one in 1974 and one in 1990), the majority of the petroleum hydrocarbon and dioxins/furan concentrations are likely from road runoff. A Seattle urban area study shows that the dioxin/furan TEQ of 29.5 pg/g in CS-3 is within the range that could be considered background.

8.1.2 ASB Sludge and Water

Exposure scenarios for current Site workers and area residents to ASB sludge and water do not present an unacceptable risk. However, under potential worst case future conditions (e.g., the sludge is dried and spread out on the surface where humans may become exposed to it), dioxins/furans, PCBs, and petroleum hydrocarbons in ASB sludge present a potentially unacceptable human health risk.

Based on the ecological risk assessment, dioxins/furans, DRO, ORO, PCBs, and copper in the ASB sludge, and dioxins/furans, DRO, ORO, manganese, nickel, and zinc in the ASB water present an unacceptable risk to ecological receptors. The ASB is an attractive habitat for a number of ecological receptors, most particularly nutria and waterfowl, such as mallard, Canada goose, green-winged teal, and northern pintail, who are frequently observed utilizing the ASB. Given the favorable habitat (i.e., large body of water, native vegetation, and limited human activity) and current observed population of ecological receptors at the ASB and vicinity, there are a large number of additional aquatic, semi-aquatic, and terrestrial receptors likely to use the ASB, such as benthic and water column invertebrates, amphibians, raccoons, deer, and coyote.

8.1.3 Groundwater

Although highly unlikely, the human health risk assessment assumed that in the future a drinking water well would be installed onsite, and shallow groundwater beneath the Site would be used as drinking water by future residents. Under this assumption, metals, specifically arsenic, iron, and manganese, pose a potentially unacceptable human health risk in groundwater.

For ecological receptors to be exposed to groundwater, it was assumed that CPECs found in groundwater would migrate to surface waters at the same concentrations found in groundwater. Under this assumption, iron, manganese, and nickel pose an unacceptable risk to ecological receptors.

Elevated metals concentrations are apparently caused by conditions associated with the ASB. Organic carbon-enriched sludge at the base of the ASB likely promote reducing conditions, which in turn would cause iron oxyhydroxides and manganese oxides to dissolve, releasing iron, manganese, nickel, and other associated metals into solution. This process is indicated by maximum concentrations of metals being detected at BH-4, adjacent to the ASB.

As stated above, ecological risk attributed to groundwater assumes that there is a complete groundwater to surface water pathway (i.e., the same metals concentrations identified in groundwater adjacent to the ASB are discharged to the Willamette River). However, based on modeling completed during this RI, even under current circumstances, this is a highly unlikely scenario. Because of the fine-grained sediments present beneath the ASB and the relative immobility of organic contaminants present in the ASB sludge, the strongly reducing environment is limited to the immediate vicinity of the water bearing zone beneath the ASB footprint. Concentrations of dissolved metals in groundwater were found to decrease rapidly over a short distance downgradient from the more reducing conditions of the ASB, as indicated by at least 80% reduction in metals concentrations over a distance of only 90 feet (from BH-4 to BH-5). Dissolved metals concentrations are expected to decrease further as groundwater approaches the Willamette River and encounters increasing dissolved oxygen concentrations (i.e., more oxidizing conditions) in the transition zone and river sediment pore water.

8.1.4 Wetland Surface Water

Surface water in the wetland does not pose an unacceptable human health risk. Based on the ecological risk assessment, manganese in the wetland water poses an unacceptable risk to ecological receptors. Manganese concentrations in the wetland surface water were less than the background groundwater concentration, but greater than in the ASB water. There is no known or likely "source" of manganese. Most likely, the elevated manganese concentrations are being caused by relatively reducing conditions, similar to what was observed for groundwater. It is possible that the ASB is influencing the metals concentrations in the wetland surface water, as it has the groundwater; however, this seems unlikely as the radius of influence by the ASB was shown to be very small. It seems more likely that wetland itself has relatively reducing conditions, especially in areas with semi-stagnant water.

8.2 Conclusions

8.2.1 Data Limitations and Recommendations for Future Work

Evaluation of some of the analytical data was limited by elevated detection limits. This occurred for the analysis of some metals in the ASB sludge (i.e., arsenic, selenium) due to the high water content of the sludge. However, none of the historical activities at the Site give cause to suspect the presence of these metals at levels greater than may be expected for normal soil background concentrations (the

most comparable media for the ASB sludge). The sludge did not contain particularly elevated concentrations of the other metals analyzed, and the detection limits were not so high as to overlook the possible presence of these metals at concentrations that would classify it as a hazardous waste. Also, and again likely due to difficult analysis of the sludge matrix, much of the dioxin/furan data were qualified as estimated when reported concentrations were outside of quality assurance control limits. None of these limitations are considered likely to hinder our understanding of the potential human health and ecological risks associated with the ASB sludge, particularly because dioxins/furans, along with several other contaminants were retained as COCs and CPECs based on the human health and ecological risk assessments, respectively.

In some instances, the RBCs are lower than the analytical method reporting limits, such as the residential RBC for arsenic in groundwater and the residential RBC for dioxins/furans in groundwater. With the extensive screening that was conducted during the HHRA and ERA, this analytical limitation is not considered likely to hinder our understanding of the potential human health and ecological risks associated with the Site.

This RI, combined with prior Site investigations, such as the 2012 Phase I and II ESAs, provide an extensive evaluation of potential contaminants of concern at the Site associated with historical Site activities. The objectives of the RI, as described in Section 3.1, were met and no additional data gaps were identified. Therefore, there are no recommendations for additional studies before proceeding with the FS.

8.2.2 Future Site Conditions and Remedial Action

Water inputs to the ASB from the former mill site will cease by the end of summer 2013. Without significant water discharges to and from the ASB, the water will become stagnant and odors may result (as occasionally occurs without the aerators in operation). During the summer and fall months, the water level in the ASB would likely decrease and the sludge could become exposed.

Immediately following this RI, a Feasibility Study (FS) will be conducted to develop the remedial action objectives for the Site that meet the standards in OAR 340-122-0040 for protection of public health, safety and welfare, and the environment. The FS will identify potential containment, treatment, and removal technologies and eliminate (screen) those technologies that cannot be implemented at the Site. Remedial action alternatives will be developed and analyzed in detail in accordance with OAR 340-122-0085 and 0090. Remedial action alternatives will then be compared and ranked to support the recommendation of a remedial action alternative for the Site.

Remedial action would likely entail draining the ASB and removing or encapsulating the sludge. This will eliminate exposures via ASB surface water and sludge and will eliminate or substantially reduce contaminants in groundwater as a result of changing redox conditions. However, if, in the future, shallow groundwater beneath the Site is used for drinking water, this pathway should be reevaluated.

Section 9
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