

AGENDA

Thursday March 30, 2017 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2017-20

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

1. Board Order No. _____ for Boundary Change Proposal CL 17-002, Annexation to Tri-City Service District (Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant)

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

A. Health, Housing & Human Services

1. Approval of Intergovernmental Agreement with North Clackamas School District for Kindergarten Partnership Innovation Services - *Children, Youth & Families*
2. Approval to Apply for Oregon Department of Education Youth Development Division Youth and Community Funding Grant - *Children, Youth & Families*
3. Approval of Amendment No. 15 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County - *Public Health*

B. Department of Transportation & Development

1. Board Order No. _____ Adopting Local Delivery Only on Clackamas County Roads and Rescinding Board Order No.'s 97-344 and 98-34
2. Board Order No. _____ Establishing Weight Limits on Designated Clackamas County Roads

C. Finance Department

1. Resolution No. _____ for a Clackamas County Supplemental Budget (Less than 10% and Budget Reduction) for Fiscal Year 2016-2017
2. Resolution No. _____ for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2016-2017
3. Resolution No. _____ for Clackamas County for Transfer of Appropriations for Fiscal Year 2016-2017

D. Elected Officials

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

E. Technology Services

1. Approval of a Contract with Professional Underground Services, Inc. for CBX Fiber, Lake Oswego School District Expansion, Phase 1 - *Procurement*

F. Community Corrections

1. Approval of Grant Agreement No. JR-15-032, Amendment No. 1, between the State of Oregon, Criminal Justice Commission for the Justice Reinvestment Funding of Community Corrections Programs

G. Disaster Management

1. Approval of the Letter of Promulgation for the Clackamas County Emergency Operations Plan (EOP)

IV. WATER ENVIRONMENT SERVICES

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

1. Approval of Engineering Services Contract between CH2M Hill Engineers Inc. and Clackamas County Service District No. 1 for Tri-City Water Resource Recovery Facilities Solids Handling Improvements Project - *Procurement*
2. Approval of Engineering Services Contract between CH2M Hill Engineers Inc. and Tri-City Service District for Tri-City Water Resource Recovery Facilities Solids Handling Improvements Project - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

March 30, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Boundary Order CL 17-002, Initial Approval of
Annexation to Tri-City Service District

Stephen L. Madkour
County Counsel

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

Purpose/Outcomes	Conduct Public Hearing/Approve Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Permanent
Previous Board Action	Discussed in Policy Session in September, 2016. Discussion with Tri-City Advisory Committee. Initiated by Board Order in February, 2017.
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
Contact Person	Ken Martin, Boundary Change Consultant - 503 222-0955 Chris Storey, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND:

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Tri-City Service District ("District" or "TCSD") is such a district.

Proposal No. CL 17-002 is a proposed annexation to Tri-City Service District.

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting twenty notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the West Linn Tidings and twice in the Clackamas Review.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute the City of West Linn and the City of Oregon City have agreed to annexation of territory inside the respective cities into the District.

This proposal was initiated by the County Board (Order No. 2017-10 adopted February 23, 2017). The order meets the requirement for initiation set forth in ORS 198.850(3). If Board initially approves the proposal on March 30th, the Board would set April 13th as the date for a final hearing.

The territory to be annexed consists of:

Territory located in the west part of the District inside the City of West Linn and consisting of all properties annexed into the City of West Linn as of February 23, 2017 excepting therefrom all such properties already annexed into Tri-City Service District.

Territory located in the east part of the District inside the City of Oregon City and consisting of all properties annexed into the City of Oregon City as of February 23, 2017 excepting therefrom all such properties already annexed into Tri-City Service District.

The territory to be annexed contains 1761 parcels, 772.61 acres and is valued at \$481,738,118.

REASON FOR ANNEXATION

As noted in the staff report accompanying the order initiating annexation of February 23, 2017, the purpose of this annexation is to update the boundary of the District so that it coincides with the boundaries of the two cities. The discrepancy was noticed by WES staff as part of an internal quality control review which identified that in Oregon City and West Linn there were 1,433 properties representing 636 acres and 253 properties representing 144.5 acres, respectively, that were annexed to the cities but not to the District.

Since the discrepancy was discovered, District staff have been actively engaging the individual cities to rectify the situation, and ensure that it is resolved for future annexations. The matter has been discussed with the Tri-City Advisory Committee and the Board was briefed on the matter in September 2016.

Historically, standard operating procedure processed all new property annexations into the cities so that they were also annexed into the TCSD, under an authority called the Boundary Commission. The Boundary Commission was a function of the Oregon Metro (Metro) up until its charter was reviewed in 2000. By 2003, certain functions that Metro carried out, such as this Boundary Commission, were no longer active. The current process, which the Board is aware of, requires that annexations into special districts be processed by the Board of County Commissioners, separate from annexations into cities. The ensuing lack of awareness of this process gap by some city staff allowed for the possibility of properties to be annexed into a city, connected to sanitary sewer service operated by the city's collection system, but not technically be annexed into the District unless the homeowner also submitted an application to do so. The residents would be billed appropriately by the cities and received services, but their properties would not be added to the list of TCSD customers nor be covered by TCSD's ordinances as required by the Clean Water Act.

Resolution of the gap was held pending completion of annexations into West Linn considered as part of the November 2016 ballot, which are now complete and part of the numbers described above. The order initiating consideration of annexing the territories adopted on February 26th was the first step in this process, and this hearing is the second step.

CRITERIA

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

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

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the section below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date would be: a) immediately upon adoption of an order following a final hearing (scheduled for April 13th) if there is no remonstrance; or b) upon adoption of an order of the Board following an election approving the annexation if sufficient remonstrances are received to require an election.

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

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
 - (A) Promote the timely, orderly and economic provision of public facilities and services;

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

- (B) Affect the quality and quantity of urban services; and
- (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The Cities' public facility plans call for major transmission and treatment service by the District. The proposal is consistent with the West Linn Comprehensive Plan and the Oregon City Comprehensive Plan as stated in the section below.

Attached is a draft Order preliminarily approving the annexation and setting a second hearing based on recommended findings attached thereto.

RECOMMENDATION:

Based on the study and the Proposed Findings and Reasons for Decision attached in Exhibit A to the draft order, staff recommends Proposal No. CL 17-002 be approved and a second hearing be scheduled for April 13th, 2017.

Respectfully submitted,



Chris Storey
Assistant County Counsel

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

In the Matter of Approving
Boundary Change Proposal
No. CL-17-002



ORDER NO. _____

WHEREAS, this matter coming before the Board at this time, and it appearing that the Board initiated an annexation of territory to the Tri-City Service District by Order 2017-10 adopted on February 23, 2017; and

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

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

WHEREAS, it further appearing that this matter came before the Board for public hearing on March 30, 2017 and that a decision of tentative approval was made on March 30, 2017; and

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

NOW, THEREFORE, IT HEREBY ORDERED that Boundary Change Proposal No. CL-17-002 as described in Exhibit B and depicted on Exhibit C is preliminarily approved for the reasons stated in attached Exhibit A and that a final hearing on Boundary Change Proposal No. CL-17-002 will be held on April 13, 2017.

ADOPTED this 30th day of March, 2017.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

FINDINGS

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

1. The territory to be annexed contains 1761 parcels, 772.61 acres and is evaluated at \$481,738,118.
2. The purpose of this annexation is to update the boundary of the District so that it coincides with the boundaries of West Linn and Oregon City. Following this action WES staff will coordinate with the cities' staff to insure that each city annexation will be followed by an appropriate annexation of the property into the District.
3. Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

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

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the Findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date would be: a) immediately upon adoption of an order following a final hearing (scheduled for April 13th) if there is no remonstrance; or b) upon adoption of an order of the Board following an election approving the annexation.

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

To approve a boundary change the County must:

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

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

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

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The Cities' public facility plans call for major transmission and treatment service by the District. The proposal is consistent with the West Linn Comprehensive Plan and the Oregon City Comprehensive Plan as stated in the Finding 5 below.

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

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

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

5. According to Section 1 of the Public Services and Facilities Chapter of the West Linn Comprehensive Plan:

The Water Environment Services Department of Clackamas County is responsible for providing wastewater treatment services for the cities of West Linn, Oregon City and Gladstone.

Staff examined the Oregon City Comprehensive Plan and the City's recently adopted Sanitary Sewer Master Plan. Treatment and major interceptors serving Oregon City are to be provided by the Tri-City Service District according to various sections of the City's Comprehensive Plan and an intergovernmental agreement between the City and the District.

6. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements relative to sewer service in this area.
7. The District provides treatment and major sewer transmission lines for the cities of Oregon City, West Linn and Gladstone. The City of West Linn and the City of Oregon City provide the collector sewers in the areas to be annexed.
8. The City of West Linn and the City of Oregon City provide water service to the areas to be annexed through the South Fork Water Board, an ORS 190 partnership.
9. The areas receive police service from the Cities of West Linn and Oregon City.
10. The areas to be annexed which are in West Linn receive fire service from Tualatin Valley Fire and Rescue. The areas to be annexed which are within the City of Oregon City receive fire protection service from Clackamas County R.F.P.D. # 1.
11. The areas to be annexed receive park & recreation service from the City of West Linn and the City of Oregon City.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

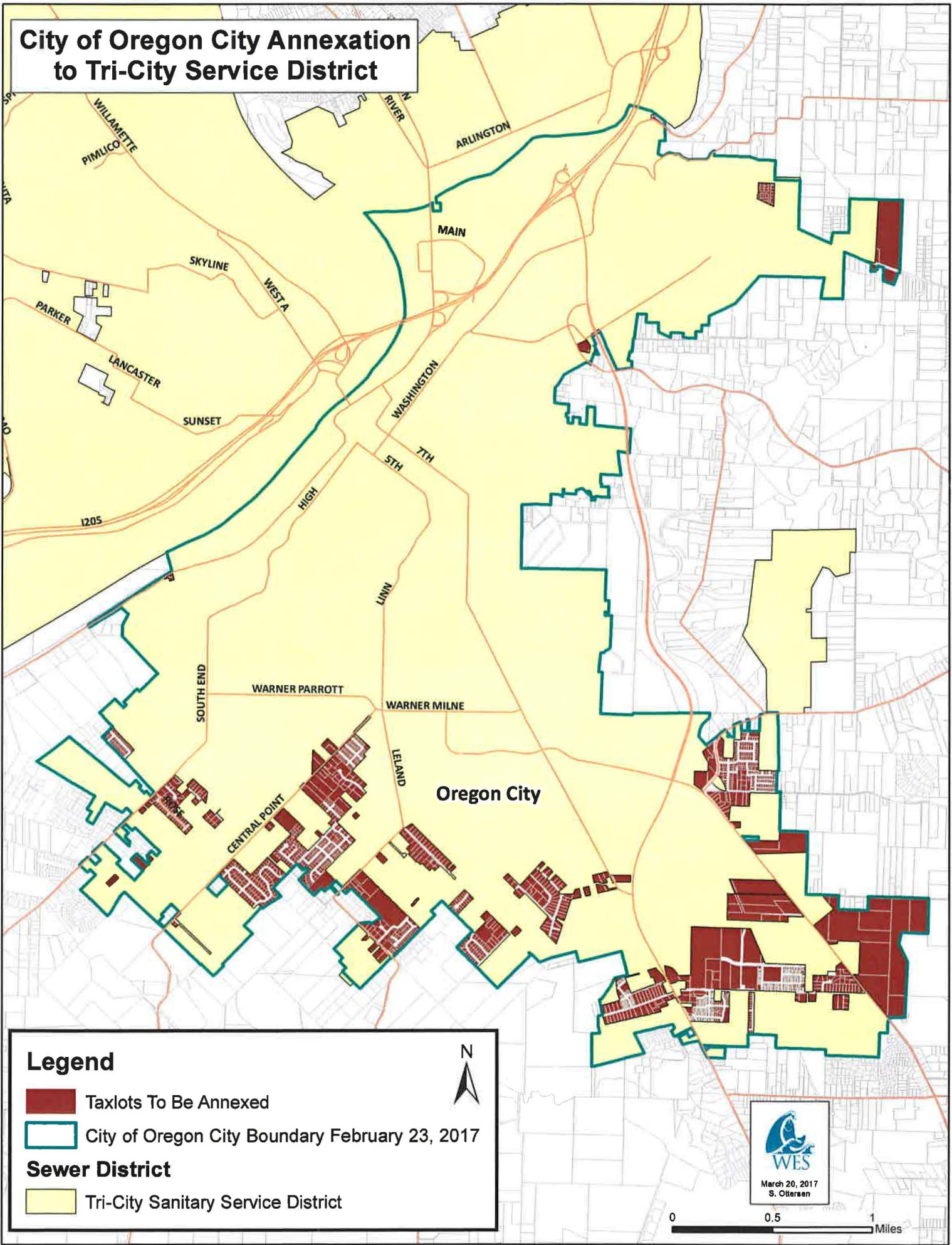
1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 3 & 6 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the Cities' public facility plans call for major transmission and treatment service to be provided by the Tri-City District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans, which are the Cities' Comprehensive Plans and concludes this proposal complies with it. The Board notes the cities have intergovernmental agreements with the Tri-City District which call for the District to provide treatment and major transmission lines to the cities. All other urban services are available from the City of West Linn and the City of Oregon City.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.

EXHIBIT B

Legal Description

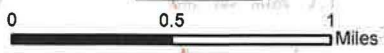
All properties within the city limits of Oregon City and West Linn as of February 23rd, 2017
excepting therefrom all properties within the Tri-City Service District.

City of Oregon City Annexation to Tri-City Service District

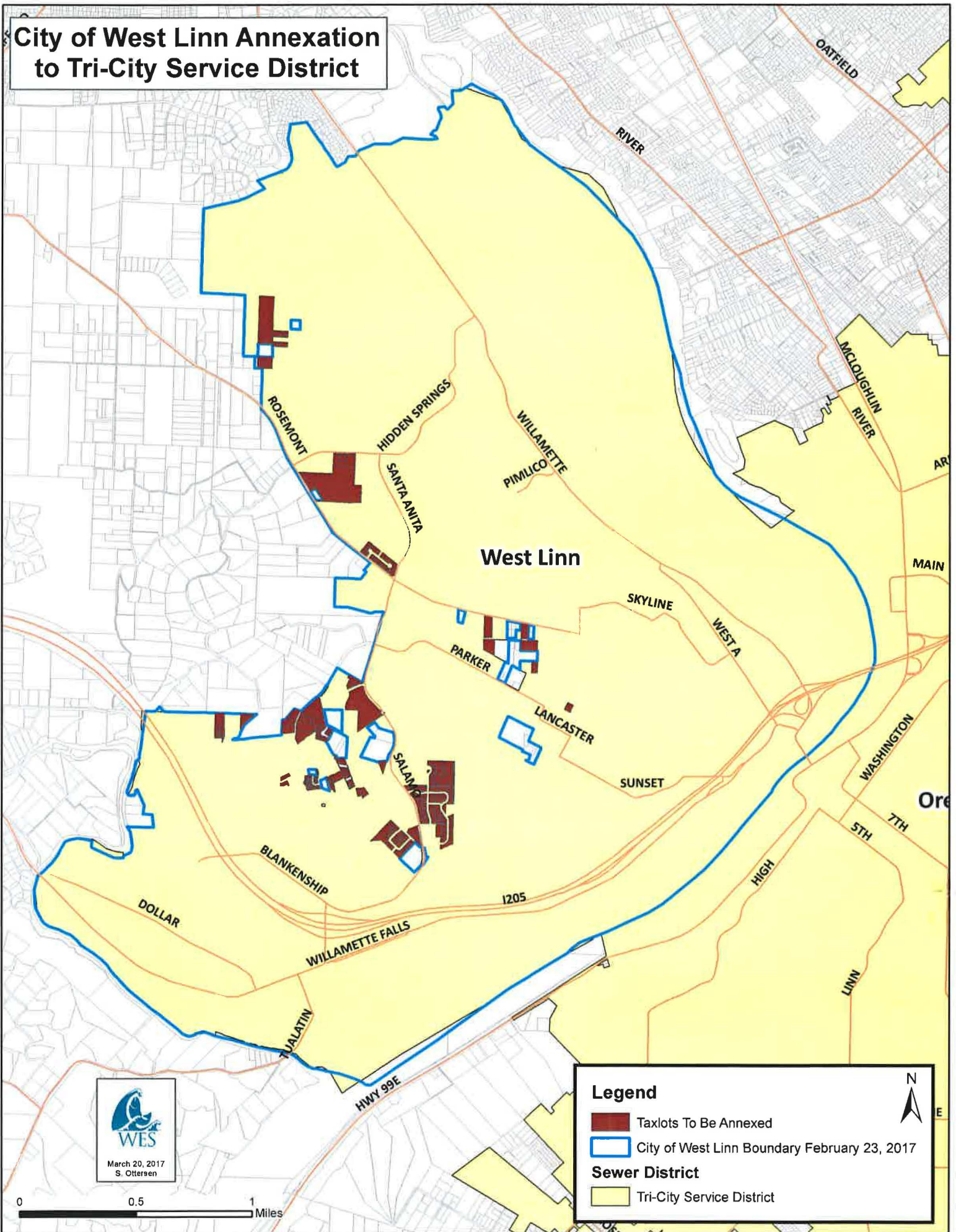


Legend

- Taxlots To Be Annexed
- City of Oregon City Boundary February 23, 2017
- Sewer District**
- Tri-City Sanitary Service District



City of West Linn Annexation to Tri-City Service District



0 0.5 1 Miles

March 30, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with North Clackamas School District
for Kindergarten Partnership Innovation Services

Purpose/Outcomes	Programming will increase school readiness skills for students, build staff capacity through professional development opportunities, and connect families to early learning and school resources.
Dollar Amount and Fiscal Impact	\$45,701 No County General Funds are involved and no fiscal impact to the County
Funding Source	Oregon Department of Education – Early Learning Division
Duration	January 1, 2017 and terminates June 30, 2017.
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF-8095

BACKGROUND:

Children, Youth & Families Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement with North Clackamas School District (NCSD) to provide kindergarten readiness supports to NCSD kindergarten and preschool students and their families, and professional development opportunities to promote kindergarten readiness and school success.

This Agreement has a maximum value of \$45,701. No County General funds are involved and no match is required. It is effective January 1, 2017 and terminates June 30, 2017 and has been reviewed and approved by County Counsel. The Agreement is retroactive because of the competitive process that was required to award funds, as well as the time required for Counsel Approval of the Agreement, and to complete the signature process at the School District.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON
LOCAL SUBRECIPIENT GRANT AGREEMENT H3S/CYF-8095

Program Name: Kindergarten Partnership Innovation (KPI) Services
 Program/Project Number: CYF-8095

This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing & Human Services (COUNTY) and North Clackamas School District (SUBRECIPIENT), a Unit of Local Government.

COUNTY Data	
Grant Accountant: Stephanie Radford	Program Manager: Kimberly Lopez
Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5678 sradford@clackamas.us	Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5680 klopez@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Karen Rush	Program Representative: Karen Rush
North Clackamas School District 12400 SE Freeman Way Milwaukie, OR 97222 503-353-6040 rushk@nclack.k12.or.us	North Clackamas School District 12400 SE Freeman Way Milwaukie, OR 97222 503-353-6040 rushk@nclack.k12.or.us
EIN: 93-0599524	

RECITALS

1. Oregon Department of Education Early Learning Division (ELD) Kindergarten Partnership & Innovation Program invests in promising models that connect families with preschool aged children to early learning environments and supports to increase children’s readiness for kindergarten and put them on track for succeeding in school.
2. Children, Youth & Families Division (CYF) has selected North Clackamas School District (SUBRECIPIENT) through a competitive process to continue its implementation of programming to:
 - Improve readiness for kindergarten by providing services and instruction to families to build parenting skills and child development knowledge.
 - Connect families to early learning resources and supports.
 - Promote early registration for kindergarten.
 - Offer early childhood professional development opportunities to a variety of service providers and educators.
3. North Clackamas School District (SUBRECIPIENT) is a unit of local government whose mission is to provide K-12 Public Education, lead students toward graduation, and prepare them of demands of college, career, and life. NCSD’s performance through the first phase of the project demonstrates capacity to provide the services outlined in this Agreement.
4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program, as defined below.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of **January 1, 2017** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Department of Education- Early Learning Division Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in Exhibit E: Special Terms and Conditions and Exhibit F: Kindergarten Partnership and Innovation Program Requirements.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **State of Oregon Department of Education Early Learning Division #5803** issued to the COUNTY by the Oregon Department of Education Early Learning Division. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$45,701**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.

- 8. Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- 9. Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.
- 10. Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Exhibit F: Kindergarten Partnership and Innovation (KPI) program requirements.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.

- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance and Demographic Reports according to the schedule specified in Exhibit C: Performance Reporting Schedule. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on the reporting forms provided (see Exhibits A-1, A-2, B, and D), must reference this Agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and the Oregon Department of Education- Early Learning Division , and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2017), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement, including, but not limited to: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix)

all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. State Procurement Standards. Not applicable to this grant.

13. General Agreement Provisions.

- a) **Mutual Indemnification.** District and County shall indemnify and defend each other against any loss, cost, damage, reasonable expense (including reasonable attorney's fees) or liability of any kind for damages to property, personal injuries or deaths, arising directly or indirectly, from the performance of this Agreement, except where such loss, cost, damage, expense or liability is due to the sole negligence of either party, their agents or employees. Notwithstanding any provisions in this Agreement to the contrary, neither party shall be liable to the other party for consequential, special or punitive damages.
- b) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$3,000,000 per occurrence for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$3,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability

Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Agreement, with limits not less than \$3,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **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). If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the State of Oregon, its officers, employees, and agents but only with respect to SUBRECIPIENT's activities under this Agreement. Coverage should be primary and non-contributory with any other insurance and self-insurance.
- 6) **Minors.** Not applicable to this grant.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. 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.

- 10) **Tail Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient 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 Agreement, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and AGENCY's acceptance of all services required under the Agreement or, (ii) the expiration of all warranty periods provided under the Agreement. Notwithstanding the foregoing 24-month requirement, if the Subrecipient 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 Subrecipient may request and COUNTY may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COUNTY approval is granted, the Subrecipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- 11) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
- 12) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- 13) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any Agreements or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, without giving effect to the conflict of laws, provisions thereof, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **Waiver.** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by such party of that or any other provision.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

(CLACKAMAS COUNTY)

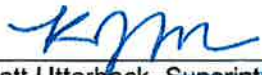
AGREED as of the Effective Date.

SUBRECIPIENT

North Clackamas School District
12400 SE Freeman Way
Milwaukie, OR 97222

CLACKAMAS COUNTY

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

By: 
~~Matt Utterback, Superintendent~~
Kerensa J. Mauck
Director, Business
Dated: 3/14/17

Signing on behalf of the Board:

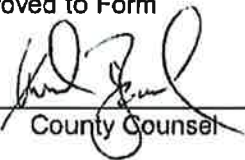
By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: _____

By: 
Rodney A. Cook, Director
Children, Youth & Families Division

Dated: 3-20-17

Approved to Form

By: 
County Counsel

- Exhibit A-1: Work Plan Quarterly Report
- Exhibit A-2: Demographic Quarterly Report
- Exhibit B: Budget
- Exhibit C: Performance and Demographic Reporting Schedule
- Exhibit D: Request for Reimbursement
- Exhibit E: Special Terms and Conditions
- Exhibit F: Kindergarten Partnership and Innovation Program Requirements

March 30, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for Oregon Department of Education Youth Development Division
Youth and Community Funding

Purpose/Outcomes	Funds will be used to support 10 PreventNet Community School Sites in six school districts in Clackamas County. Funded services include case coordination and referral for youth at risk of academic failure to improve their attendance, behavior and grades.
Dollar Amount and Fiscal Impact	\$950,000 over a 2 year period. The majority of funds will be sub-granted to non-profit service providers. Approximately 5% will be allocated to Children, Youth & Families program administration. There is no fiscal impact to County
Funding Source	Oregon Department of Education – Youth Development Division There is no match requirement on this funding.
Safety Impact	N/A
Duration	July 1, 2017 through June 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney Cook, 503-650-5677
Contract No.	N/A

Background:

The Children, Youth & Families Division (CYF) of Health, Housing & Human Services Department requests approval to apply for funding from Oregon Department of Education Youth Development Division (ODE-YDD) for PreventNet Community Schools. The PreventNet system has been operating since 2001 and is currently funded by ODE-YDD through June 30, 2017. If this application is awarded, funding for the sites will continue through June 30, 2019.

Recommendation:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Application for: Subrecipient funds Direct Grant
Lead Department: H3S - Children, Youth & Families Division Grant Renewal? Yes No

Name of Funding Opportunity: Youth and Community Grant Fund

Funding Source: Federal State Local: _____

Requestor Information (Name of staff person initiating form): Korene Mather

Requestor Contact Information: 503-650-5683, korenemat@clackamas.us

Department Fiscal Representative: Bryant Scott

Program Name or Number (please specify): PreventNet Community Schools

Brief Description of Project:

Funding will support 10 PreventNet Community School sites throughout Clackamas County. Services include one-on-one academic assistance, case coordination and referral for youth at risk of academic failure to improve their attendance, behavior and grades.

Name of Funding (Granting) Agency: Oregon Department of Education - Youth Development Division

Agency's Web Address for Grant Guidelines and Contact Information:

<http://www.oregonyouthdevelopmentcouncil.org/>

OR

Application Packet Attached: Yes No

Completed By: Korene Mather Date: 3/1/2017

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: 6/5/2017

CFDA(s), if applicable: _____

Announcement Date: 2/27/2017

Announcement/Opportunity #: N/A

Grant Category/Title: _____

Max Award Value: \$950,000 total

Allows Indirect/Rate: 15.00%

Match Requirement: none

Application Deadline: 4/10/2017

Other Deadlines: Quarterly reports

Grant Start Date: 7/1/2017

Other Deadline Description: _____

Grant End Date: 6/30/2019

Completed By: Korene Mather

Pre-Application Meeting Schedule: 3/6/2017

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

PreventNet Community School services align with H3S goals of promoting and assisting individual, families, and communities to be healthy, safe and thrive, to increase their self-sufficiency, increase community safety and health, and to assist individuals and families in need to be healthy and safe.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

CYF's primary focus is prevention and CYF provides administrative support and oversight to numerous prevention programs that serve children and families. The PreventNet Community School system, which CYF created in 2001, has continued to be one of our most successful programs, providing one-on-one academic support, case coordination, and referral to needed services and resources for at-risk/high-risk youth and their families.

3. What, if any, are the community partners who might be better suited to perform this work?

CYF already serves as the backbone support organization for this collaborative effort. It is seen as a neutral partner and is therefore best suited to administer and oversee this county-wide program that is subgranted to non-profits.

4. What are the objectives of this grant? How will we meet these objectives?

Program objectives are to improve education and workforce outcomes for youth who are disconnected from, or are at risk of disconnecting from the education system and labor market.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

Yes - this funding will continue to support PreventNet Community School Sites already operating in 10 schools in 6 different school districts

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

The majority of this funding will be granted to non-profits, which will provide the services. Approximately 5% will be used by CYF for program oversight and administration.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Yes - Collective Impact is required to receive funding. CYF has been operating as the backbone of the Positive Youth Development Collective since 2014. Partnering agencies represented include Public Health, Behavioral Health, Juvenile Department, Clackamas Workforce Partnership, North Clackamas School District, Gladstone School District, Outside In, Northwest Family Services, Todos Juntos, Clackamas County Prevention Coalition, and others.


3. If this is a pilot project, what is the plan for sunseting the program or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

N/A

If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

N/A

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
RODNEY A. COOK	3-14-17	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT, BY EMAIL OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. All grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.

Collaboration:

1. List County departments that will collaborate on this award, if any.

The Juvenile Department, H3S Behavioral Health, and Public Health Divisions collaborate on this effort.

Reporting Requirements

1. What are the program reporting requirements for this grant?

Program and fiscal reports/funds requests due quarterly to ODE-YDD.

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where they housed? If not, is it feasible to develop a data source within the grant timeframe?

Non-profit service providers report quarterly on the grades, behavior and attendance of Core youth served. Access to youth academic data is provided by school partners.

3. What are the fiscal reporting requirements for this grant?

Fiscal and reimbursement reports/requests are due to ODE-YDD on a quarterly basis.

Fiscal:

1. Will we realize more benefit than this grant will cost to administer?

Yes - This funding leverages State dollars to meet MFR goals.

2. What other revenue sources are required? Have they already been secured?

No other revenue sources are required.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

There is no match required.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

This grant has a biennial funding cycle - grants will be written for continued funding near the end of the 17-19 biennium.

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Our application will include 15% for administrative costs, which CYF will split with non-profit service providers (5%, 10% respectively).

Program Approval:

	3/14/17	
Name (Typed/Printed)	Date	Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

March 30, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of amendment #15 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County

Purpose/Outcomes	Increase funding from the Oregon Health Authority for the Program Element 44 School Based Health Centers.
Dollar Amount and Fiscal Impact	Amendment #15 Increases the funding by \$26,000. for a new Contract maximum value of \$6,476,920.00.
Funding Source	State of Oregon, Oregon Health Authority. No County General Funds are involved.
Duration	Effective July 1, 2015 and terminates on June 30, 2017
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, health and secure communities
Previous Board Action	The Board last reviewed and approved this agreement on July 9, 2015, Agenda item 070915-A8, October 6, 2016 Agenda Item 100616-A1, 100616-A2 & October 27, 2016 Agenda item 102716-A1, December 19, 2016 Agenda item 121916-A5, February 16, 2017 Agenda item 021617-A2, February 16, 2017 Agenda item 021617-A3
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	7271-15

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #15 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This Amendment increases funding from the Oregon Health Authority for the Program Element 44 School Based Health Centers.

This allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents.

This Amendment is effective July 1, 2015 and continues through June 30, 2017. This contract has been reviewed by County Counsel on March 21, 2017.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

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

Agreement #148002

**FIFTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

This Fifteenth Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2015 (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, acting by and through its Clackamas County Health, Housing, and Human Services (“LPHA”), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the financial assistance award for fiscal year 2016-2017 set forth in Exhibit C of the Agreement;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The Agreement is amended as follows:
 - a. Exhibit C “Financial Assistance Award”, Section 1 only is amended to modify the Financial Assistance Award for the period July 1, 2016 through June 30, 2017 as set forth in Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 4 of Exhibit C, entitled “Explanation of Financial Assistance Award” of the Agreement.
2. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

6. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

APPROVED:

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CLACKAMAS COUNTY ACTING BY AND THROUGH ITS CLACKAMAS COUNTY HEALTH, HOUSING, AND HUMAN SERVICES (LPHA)

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on June 30, 2016. A copy of the emailed approval is on file at OCP.

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by: _____
Name: Mai Quach (or designee)
Title: Program Support Manager
Date: _____

OFFICE OF CONTRACTS & PROCUREMENT (OCP)

By: _____
Name: Tammy L. Hurst, OPBC, OCAC
Title: Contract Specialist
Date: _____

**ATTACHMENT A
FINANCIAL ASSISTANCE AWARD
Award Period July 1, 2016 through June 30, 2017**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2	
1) Grantee Name: Clackamas County Health Dept. Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045		2) Issue Date February 16, 2017	This Action AMENDMENT FY2017	
		3) Award Period From July 1, 2016 Through June 30, 2017		
4) OHA Public Health Funds Approved				
Program	Previous Award	Increase/ (Decrease)	Grant Award	
PE 01 State Support for Public Health	440,827	0	440,827	
PE 03 TB Case Management	20,038	0	20,038 (g)	
PE 04 Sustainable Relationships for Community Health	295,498	0	295,498 (j)	
PE 07 HIV Prevention Services	106,210	0	106,210 (i)	
PE 12 Public Health Emergency Preparedness	159,181	0	159,181	
PE 13 Tobacco Prevention & Education	228,108	0	228,108	
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	875,758	0	875,758 (b,c,k,l,m)	
PE 40 WIC -- PEER Counseling FAMILY HEALTH SERVICES	69,411	0	69,411 (e,f)	
PE 40 WIC -- Texting Breastfeeding Support FAMILY HEALTH SERVICES	3,995	0	3,995 (n)	
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	23,515	0	23,515 (a)	
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	21,753	0	21,753	
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	35,052	0	35,052	
5) FOOTNOTES:				
a) The Title X funding may change due to availability of funds and funding formula calculation based on clients served in Fiscal Year 2015.				
b) The July-September 2016 grant is \$234,178 and includes \$46,836 of minimum Nutrition Education \$11,068 is for Breastfeeding Promotion.				
c) The October-June 2017 grant is \$641,580 and includes \$128,316 of minimum Nutrition Education \$33,204 is for Breastfeeding Promotion.				
d) Immunization Special Payments is funded by State General Funds and is matched dollar for dollar with Federal Medicaid Match.				
e) \$17,353 is the July 1st -- September 30th of 2016 funding to local agencies.				
f) \$52058 is the October 1st, 2016 -- June 30th 2017 funding to local agencies.				
g) \$2,158 needs to be expended by 12/31/16				
h) \$10,000 is for School Based Health Center Youth Friendly Clinic Grant Funds.				
i) \$35,911 must be spent by December 31, 2016				
6) Capital Outlay Requested in This Action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV	

State of Oregon Oregon Health Authority Public Health Division		Page 2 of 2	
1) Grantee Name: Clackamas County Health Dept. Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045		2) Issue Date February 16, 2017	This Action AMENDMENT FY2017
		3) Award Period From July 1, 2016 Through June 30, 2017	
4) OHA Public Health Funds Approved			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	81,786	0	81,786
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	11,593	0	11,593
PE 42 Babies First FAMILY HEALTH SERVICES	35,384	0	35,384
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES	15,438	0	15,438
PE 43 Immunization Special Payments	88,354	0	88,354 (d)
PE 44 School Based Health Centers -- BASE FAMILY HEALTH SERVICES	230,956	26,000	256,956 (h,o)
PE 44 School Based Health Centers-Mental Health Expansion FAMILY HEALTH SERVICES	367,500	0	367,500
PE 50 Safe Drinking Water Program	147,475	0	147,475
TOTAL	3,257,832	26,000	3,283,832
5) FOOTNOTES:			
j) State Fiscal Year 2017 funds for Sustainable Relationships for Community Health are for the period July 1st, 2016 through June 30th, 2017. k) \$675 represents the Fresh Fruit and Veggies funds. l) \$19,992 represents one-time funding amount. Funding rate is \$4 per assigned caseload. m) \$1,047 increase represents reimbursement to local agencies for iPad purchase for WIC business operations. n) \$3,995 represents additional funding to local agencies for testing breastfeeding support message services. o) \$26,000 is one time funding to support SBHC operations, technical assistance and professional development activities related to the program priorities of youth-friendly services and the State Health Improvement Plan.			
6) Capital Outlay Requested in This Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV



M. BARBARA CARTMILL
DIRECTOR

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

March 30, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Board Order Adopting Local Delivery Only on Clackamas County Roads and
Rescinding Board Order No.'s 97-344 and 98-34

Purpose/Outcomes	Update of Local Delivery Only restrictions on County roads and rescinding Board Order No.'s 97-344 and 98-34
Dollar Amount and Fiscal Impact	The cost of installing additional Local Delivery Only signs is minimal
Funding Source	Road Fund
Duration	N/A
Previous Board Contact	Adopted Board Order No.'s 97-344 October 16, 1997 and 98-34 February 12, 1998
Strategic Plan Alignment	Build a strong infrastructure. Build public trust through good government.
Contact Person	Joseph Marek, Transportation Safety Supervisor – 503-742-4705

The Board, pursuant to ORS 810.040, as the road authority may designate any of its highways or any section of its highways as a truck route and may prohibit the operation of trucks, machinery, or any other large or heavy vehicles upon any other of its highways that serves the same route or area served by the truck route designated.

Previous board orders, No.'s 97-344 and 98-034, specifically include so-called Red Routes, which indicate a maximum vehicle size restriction over 60'. ORS 818.080 maximum size limits defines the maximum length of any combination, including load, as 60 ft. The proposed Local Delivery Only road restriction order will not include these Red Routes (Over 60' prohibited) since these dimensions are already prohibited by state law. These Red Routes will continue to appear on the restriction map notifying carriers that a single trip permit is required in order to travel on these Red Routes.

The Clackamas County Motor Carrier Safety staff have been working to update the Clackamas County road restriction map, last updated in 2002. Upon adoption of this order, an updated roadway restriction map will be developed.

County Counsel has reviewed and approved red routes and board order.

RECOMMENDATION:

Staff respectfully requests that the Board approve this Board Order and rescind Board Order No.'s 97-344 and 98-34.

Respectfully submitted,

Mike Bezner
Assistant Director of Transportation

Attachments:
Appendix A
Board Order No. 97-334
Board Order No. 98-34

In the matter of establishing Local
Delivery Only for trucks using Clackamas
County Roads and rescinding Board Order
No.'s 97-344 and 98-34.

Order No.
Page 1 of 1

This matter coming regularly before the Board of County Commissioners and it appearing that the Board, pursuant to ORS 810.040, as the road authority may designate any of its highways or any section of its highways as a truck route and may prohibit the operation of trucks, machinery, or any other large or heavy vehicles upon any other of its highways that serves the same route or area served by the truck route designated. This will include any residential streets with no outlet to an arterial or any reasonable need for commercial through traffic in the estimation of the Director of Transportation and Development; and

It further appearing to the Board that the adoption of the following Local Deliver Only roadway restriction list attached to this Order as Appendix A is vital to protect the Clackamas County road infrastructure from excessive damage and preserve the safety of the general public; and

It further appearing to the Board that the roadway restriction list attached to this Order as Appendix A should supersede the roadway restriction list documented in Board Orders 97-344 and 98-034; and

It further appearing to the Board that Clackamas County forces will erect and maintain signs in a conspicuous manner and place at each end of the highway or section of highway where a designation or prohibition is imposed to give proper notice of the prohibition or designations imposed.

IT IS HEREBY ORDERED that Clackamas County adopt the Local Delivery Only restrictions listed above for trucks using Clackamas County roads and rescind Board Orders 97-344 and 98-034.

ADOPTED this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Appendix A: Local Delivery Only

1. 152nd (22007) State Hwy 212/224 to Brackenbush
2. 232nd Dr (23011) ALL
3. 252nd / Rugg Rd (13004) ALL
4. 312th Dr (14018) Orient Dr to Compton Rd
5. Advance Rd (31035) 45th to Mountain Rd
6. Baurer Rd (43025) Hwy 211 to Unger Rd
7. Borges Rd (13005) 222nd to Tillstrom Rd
8. Borland Rd (21547) ALL
9. Butteville Rd (30057) ALL
10. Callahan Rd (52012) Wright Rd to Fernwood Rd
11. Clackamas River Dr (22771) ALL
12. Criteser Rd (31025) Leland Rd to Central Point Rd
13. Dart Rd (52024) Hwy 213 to Wilhoit Rd
14. Dowty Rd (24060) ALL
15. Dryland Rd (52054) Hwy 213 to Babcock Rd
16. Eaden Rd (23023) Springwater Rd to Bakers Ferry Rd
17. Elisha Rd (51018) Macksburg Rd to Riggs Damm Rd
18. Ferguson Rd (22223) Beckman Rd to Thayer Rd
19. Forsythe Rd (22014) Clackamas River Dr to Brunner
20. Gage Rd (21078) Rock Pit Entrance to Newland Rd
21. Grahams Ferry Rd (30006) Bell Rd to Wilsonville Rd
22. Gronlund Rd (22215) ALL
23. Heater Rd (30051) (30011) ALL
24. Henrici Rd (32009) Ferguson Rd to Bogynski Rd
25. Herman Rd (52047) Dart Rd to Adams Rd
26. Holly Ln (22060) ALL
27. Homesteader Rd (31001) ALL
28. Howards Mill Rd (42019) Ringo Rd to Graves Rd
29. Hult Rd (43012) Hwy 211 to Olson Rd
30. Johnson Rd (21047) ALL

31. Judd Rd (24017) Hwy 211 to Amisigger Rd
32. Kelso Rd (23142) Richey Rd to Hwy 26
33. Klinger Rd (41040) Macksburg Rd to Riggs Damm Rd
34. Lusted Rd (25031) Hudson Rd to Ten Eyck Rd
35. Macksburg Rd (52032) Hwy 211 to Hwy 213
36. Maplelane Rd (32001) Holly Ln to Ferguson Rd
37. McConnell Rd (30064) ALL
38. Morgan Rd (30066) Tonquin Rd to Baker Rd
39. Mountain Rd (21485) Hoffman Rd to Canby Ferry
40. Munson Rd (53016) Grimm Rd to Dooghie Rd
41. Oak Grove Rd (42040) Macksburg Rd to Riggs Damm Rd
42. Pete's Mountain Rd (31003) ALL
43. Pilkington Rd (21325) Childs Rd to Jean Rd
44. Ringo Rd (42011) ALL
45. Royer Rd (23002) ALL
46. Rugg Rd (13004) ALL
47. Sager Rd (13040) ALL
48. Shipley Rd (25003) ALL
49. Sleepy Hollow Rd (26005) Hwy 26 to Barlow Trail Rd
50. South End Rd (52015) Hwy 99E to End of County Maint.
51. Springwater Rd (44026) Hwy 211 to Tucker Rd
52. Sunnyside Rd (12154) Hwy 212 to 172nd
53. Sunshine Valley Rd (13013) (13035) ALL
54. Thayer Rd (32003) ALL
55. Thomas Rd (52053) ALL
56. Tong Rd (23009) ALL
57. Trout Creek Rd (62016)
58. Sawtell Rd to Molalla Forest Rd
59. Vaughan Rd (52002) Molalla Ave to Hwy 211
60. Wiese Rd (23047) ALL
61. Wilsonville Rd (30053) I-5 to County Line
62. Windy City Rd (43027) Beaver creek Rd to Union Mills Rd

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

In the matter of adjusting the
Inventory of "Local Delivery
Only and Red Routes: for trucks
using Clackamas County Roads

Order No. 98-34

Page 1 of 2

In the matter coming on at this time and it appearing to the Board of County Commissioners that the Board, pursuant to O.R.S. 810.040, as the road authority may designate any of its highways or any section of any of its highways as a truck route and may prohibit the operation of trucks, machinery or any other large or heavy vehicles upon any other of its highways that serves the same route or area served by the truck route designated. This will include any residential streets with no outlet to an arterial or any reasonable need for commercial through traffic in the estimation of the Director of Department of Transportation & Development; and

It further appearing that the existing "Local Delivery Only and Red Routes" inventory was adopted on October 16, 1997, as BCC Order No. 97-344; and

It further appearing to the Board that the adoption of the following adjustments to the "Local Delivery Only and Red Routes" (vehicles in excess of 60' long prohibited) program would be in the best interests of the traveling public and the trucking industry:

**LOCAL DELIVERY ONLY
AND
RED ROUTES
(VEHICLES IN EXCESS OF 60' LONG PROHIBITED)**

- (rr) SPANGLER (42028) Hwy 213 to Beavercreek
- (rr) KAMRATH (32021) Leland to Spangler
- (rr) LELAND (32020) Hwy 213 to Beavercreek
- (rr/ldo) CALLAHAN (52012) Wright Rd. to Fernwood Rd.
- (ldo) 312th (14018) Orient to Compton
- (rr) NEW ERA (31009) Hwy 99E to Central Point
- (rr/ldo) SOUTH END (31040) Hwy 99E to End of County Maintenance
- (rr/ldo) DART (52024) Hwy 213 to Wilhoit
- (rr/ldo) THOMAS (52029) Hwy 213 to Wilhoit
- (ldo) HERMAN (52014) Dart to Adams Cemetery

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

In the matter of adjusting the
Inventory of "Local Delivery
Only and Red Routes: for trucks
using Clackamas County Roads

Order No. 98-34

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(rr) LEABO (52028) Wilhoit to Sawtell

(ldo) MORGAN (25016) Tonquin to Baker

(rr/ldo) ROYER (23002/P3080) All (Note: Not a thru road)

(rr) BULL RUN (15002) All

(rr) MATOON (33003) Fischers Mill to Redland

(rr) STORMER (33006) Matoon to top of hill

(rr) RAMSBY (52011) All

(rr) KUBAN (53013) All

(rr) ODEANE (53011) All

; and

It further appearing to the Board that County forces will erect and maintain signs in a conspicuous manner and place at each end of the highway or section of highway where a designation or prohibition is imposed to give notice of the prohibitions or designations imposed; now, therefore

IT IS HEREBY ORDERED that Clackamas County adopt the additions and adjustments to the Local Delivery Only and Red Routes inventory for trucks using Clackamas County roads and County forces will erect and maintain signs in a conspicuous manner and place to notify the public of these restrictions.

ADOPTED this 12th day of February, 1998

BOARD OF COUNTY COMMISSIONERS

Judi Hammerstad
Judi Hammerstad, Chair

Millicent Morrison
Millicent Morrison, Recording Secretary

RETURN TO:	
PERSON	<i>Juan Eng</i>
PERSON	<i>Kevin P.</i>
PH EXT	<i>3482</i>

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

In the matter of establishing
Local Delivery Only and Red
Routes for trucks using
Clackamas County Roads and
rescinding previously established
weight limits except on certain
designated roads.



Order No. 97-344

Page 1 of 5

In the matter coming on at this time and it appearing to the Board of County Commissioners that the Board, pursuant to O.R.S. 810.040, as the road authority may designate any of its highways or any section of any of its highways as a truck route and may prohibit the operation of trucks, machinery or any other large or heavy vehicles upon any other of its highways that serves the same route or area served by the truck route designated. This will include any residential streets with no outlet to an arterial or any reasonable need for commercial through traffic in the estimation of the Director of Department of Transportation & Development; and

It further appearing to the Board that the adoption of the following Local Deliver Only and Red Routes (vehicles in excess of 60' long prohibited) program would be in the best interests of the traveling public and the trucking industry:

**LOCAL DELIVERY ONLY
AND
RED ROUTES
(VEHICLES IN EXCESS OF 60' LONG PROHIBITED)**

- (ldo) CLACKAMAS RIVER DR. (22228) All
- (rr/ldo) ADVANCE (31035) Switchbacks
- (ldo) BUTTEVILLE (30014) All
- (rr) CALLAHAN (52012) Wright Rd. to Fernwood Rd.
- (ldo) HOMESTEADER (31001) All
- (ldo/rr) 152nd (22007) State Hwy. 212/224 to Brackenbush
- (rr) FELLOWS (33008) Redland Rd. south 3/4 mile
- (rr) FORSYTHE (22014) Clackamas River Dr. to Bruner Rd.
- (rr) KITZMILLER (34003) Eagle Fern Rd. to Well Rd.
- (rr) SNUFFIN (34045) Eagle Fern Rd. to Davis Rd.

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

In the matter of establishing
Local Delivery Only and Red
Routes for trucks using
Clackamas County Roads and
rescinding previously established
weight limits except on certain
designated roads.



Order No. 97-344

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- (rr) REID (34014) State Hwy. 211 to Day Hill Rd.
- (rr) FIRWOOD (25016) Bornstedt Rd. to Dover Ct.
- (rr) COLEMAN (25007) All
- (rr) BATY (25006) All
- (rr) MARMOT (25004) Ten Eyck to Shipley
- (rr/ldo) SHIPLEY (25003) All
- (rr) TEN EYCK (15002) All
- (ldo/rr) HULT (43012) All
- (rr) SERBAN (24031) All
- (rr) TICKLE CR. (24004) All
- (ldo) KELSO (23006) All
- (ldo) 312th (14018) All
- (rr/ldo) DOWTY (24028) All
- (rr/ldo) LUSTED (25001) Hudson to Ten Eyck
- (ldo/rr) RUGG (13004) All
- (ldo) BORGES (13005) 222ND to Tillstrom
- (ldo) SUNSHINE VALLEY RD. (13013) All
- (ldo) 232nd. (23011) All

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

In the matter of establishing
Local Delivery Only and Red
Routes for trucks using
Clackamas County Roads and
rescinding previously established
weight limits except on certain
designated roads.



Order No. 97-344

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- (rr) ROYER (23002) All
- (rr/ldo) SUNNYSIDE (12154) HWY 212 to 172nd.
- (rr/ldo) WIESE (23047) All
- (rr/ldo) HOWARDS MILL (42019) Ringo to Graves
- (rr) BUCKNER CR. / NEWKIRCHNER (42003) All
- (rr/ldo) RINGO (42011) All
- (rr/ldo) WINDY CITY (43010) Unger to Union Mills
- (rr) MULINO (31007) HWY 213 to 13th.Ave.
- (rr) CENTRAL POINT (41028) Union Hall to Township
- (rr) SALO (42016) All
- (rr) BUCKNER CR. (42004) All
- (rr/ldo) MAPLE LANE (32001) Holly Ln. to Ferguson
- (rr/ldo) FERGUSON (22223) Beckman to Thayer
- (rr/ldo) THAYER (32003) All
- (rr) HOLLY LANE (22060) All
- (rr) HENRICI (32009) Ferguson to Bogynski
- (ldo/rr) GRONLUND (22215) All
- (rr) IDLEMAN (12001) All

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

In the matter of establishing
Local Delivery Only and Red
Routes for trucks using
Clackamas County Roads and
rescinding previously established
weight limits except on certain
designated roads.



Order No. 97-344

Page 4 of 5

(rr/ldo) PETES MT. (31003) All

(rr/ldo) GAGE RD. (21078) Rock Pit Entrance to Newland Rd.

(rr/ldo) JOHNSON (21047) All

(rr) CHILDS (21039) All

(ldo) BORLAND (21373) All

(ldo) MORGAN (30044) All

(ldo) McCONNELL (30044) All

(rr) HEATER (30011) All

(ldo) Wilsonville Rd (30013) I-5 to County Line

; and

It further appearing to the Board that County forces will erect and maintain signs in a conspicuous manner and place at each end of the highway or section of highway where a designation or prohibition is imposed to give notice of the prohibitions or designations imposed; and

It further appearing to the Board that with the establishment of truck routes it is in the best interests of the traveling public and on the advise of the Department of Transportation & Development to rescind the previously established weight limits on all County roads except on certain designated roads as follows:

Clackamas River Drive	13 Ton
Peach Cove	13 Ton
Thayer Road	13 Ton
South End Road	13 Ton

;now, therefore

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

In the matter of establishing
Local Delivery Only and Red
Routes for trucks using
Clackamas County Roads and
rescinding previously established
weight limits except on certain
designated roads.



Order No. 97-344


Page 5 of 5

IT IS HEREBY ORDERED that Clackamas
County adopt the Local Delivery Only and Red Routes program for trucks using
Clackamas County roads and County forces will erect and maintain signs in a
conspicuous manner and place to notify the public of said restrictions; and

IT IS FURTHER ORDERED that previously
established weight limits on all Clackamas County roads, except those designated
above, will be rescinded.

ADOPTED this 16th day of October, 1997

BOARD OF COUNTY COMMISSIONERS



Ed Lindquist, Chair



Millicent Morrison, Recording Secretary





M. BARBARA CARTMILL
DIRECTOR

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

March 30, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Board Order establishing weight limits on designated Clackamas County Roads

Purpose/Outcomes	Establishing weight limits on designated county roads
Dollar Amount and Fiscal Impact	The cost of installing additional weight limit signs would be minimal. These weight limits save future maintenance money.
Funding Source	Road Fund
Duration	N/A
Previous Board Contact	None
Strategic Plan Alignment	Build a strong infrastructure. Build public trust through good government.
Contact Person	Joe Marek, Transportation Safety Supervisor – 503-742-4705

The Clackamas County Motor Carrier Safety staff have been working to accurately update and verify our Clackamas County road restriction map. The current road restriction map was last updated in 2002. The new and updated map will provide safe and accurate routes for trucks using Clackamas County roads. County Counsel has reviewed and approved the board order.

The attached order will authorize weight restrictions on the following roads:

WEIGHT RESTRICTED ROADS
13 TON

(13 TON) CLACKAMAS RIVER DRIVE (22771) M.P. 3.0

(13 TON) SHIPLEY RD (25003) ALL

(13 TON) SODA SPRINGS RD (52015) THOMAS RD TO WILDCAT RD

(13 TON) SOUTH END RD (31040) M.P. 3.96

(13 TON) THAYER RD (32003) M.P. 1.34

(13 TON) THOMAS RD (52053) ALL.

RECOMMENDATION:

Staff respectfully requests that the Board approve this Board Order establishing weight limits on the designated Clackamas County Roads.

Respectfully submitted,

Mike Bezner
Assistant Director of Transportation

In the matter of establishing weight
Limits on designated Clackamas County
Roads.

Order No.
Page 1 of 2

This matter coming regularly before the Board of County Commissioners and it appearing that the Board, pursuant to ORS 810.030, as the road authority may impose restrictions on its own highways to protect any highway or section of highway from being unduly damaged and protect the interest and safety of the general public. The restrictions include prohibition of any or all vehicles or any class of vehicle and any limits on any weight or dimension of any vehicle or combination of vehicles; and

It further appearing to the Board that the adoption of the following weight restricted roads is vital to protect the Clackamas County road infrastructure from excessive damage and preserve the safety of the general public; and

WEIGHT RESTRICTED ROADS
13 TON

(13 TON) CLACKAMAS RIVER DRIVE (22771) M.P. 3.0

(13 TON) SHIPLEY RD (25003) ALL

(13 TON) SODA SPRINGS RD (52015) THOMAS RD TO WILDCAT RD

(13 TON) SOUTH END RD (31040) M.P. 3.96

(13 TON) THAYER RD (32003) M.P. 1.34

(13 TON) THOMAS RD (52053) ALL; and

It further appearing to the Board that the Clackamas County Motor Carrier Safety staff has extensively reviewed the restricted roads listed above to ensure the accuracy of restrictions; and

It further appearing to the Board that the Clackamas County Motor Carrier Safety staff will create an updated Clackamas County Road Restriction Map, which will guide and assist the trucking industry and commercial motor vehicles while traveling through Clackamas County; and

In the matter of establishing weight
Limits on designated Clackamas County
Roads

Order No.
Page 2 of 2

It further appearing to the Board that Clackamas County forces will erect and maintain signs in a conspicuous manner and place at each end of the highway or section of highway where a designation or prohibition is imposed to give proper notice of the prohibition or designations imposed.

IT IS HEREBY ORDERED that Clackamas County adopt the weight restricted roads listed above for trucks using Clackamas County roads.

ADOPTED this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

March 30, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Less Than Ten Percent) for Fiscal Year 2016-2017

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2016-2017
Dollar Amount and fiscal Impact	The effect has an increase in appropriation of \$673,891
Funding Source	Fund Balance, Licenses & Permits, Federal Operating Grants, Local Government and Other Agencies, Charge for Services, Misc. Revenue and Interfund Transfers
Safety Impact	N/A
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016 and revised September 29, November 3 and December 20
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND:

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The General Fund –Public and Government Affairs Program is recognizing Metro funding and budgeting for the Willamette Falls Locks Naito Contract.

The General Fund- County Surveyor is recognizing an interfund transfer from the Planning Fund and budgeting for a new Engineering Technician position and computer upgrade costs.

The General Fund - Not Allocated to Organizational Unit is recognizing additional fund balance and budgeting it in contingency.

The Resolution Services Fund is recognizing additional fund balance and budgeting for anticipated higher benefit costs.

The Community Development Fund is recognizing an interfund transfer from the Health, Housing and Human Services Administration Fund and budgeting for additional sub-recipient special payment costs for the HomeBase Program. This fund is also adjusting its budget to better reflect actual costs.

The Children, Youth and Families Fund is recognizing an interfund fund transfer from the Health, Housing and Human Services Administrative Fund and budgeting for contract services with Safety First.

The Public Health Fund is recognizing an interfund fund transfer from the Health, Housing and Human Services Administration Fund and budgeting for a new Policy Analyst position through June 30, 2016. Grant funding will pay for this position in fiscal year 2017-18. This fund is also adjusting revenue and budgeting to add one new Office Specialist position and one Environment Health Specialist position for additional program support.

The Health Center Fund is recognizing Medicaid revenue and budgeting to transfer a Health Care Billing Specialist position from the Behavioral Fund and to add one Administrative Analyst and one Policy Analyst position for additional program support.

The Records Management Fund is recognizing additional fee for services revenue and budgeting to increase program costs associated with this fund.

The effect of this Resolution is an increase in appropriations of \$673,891 including revenues as detailed below:

Fund Balance	\$ 298,751.
Licenses and Permits	64,331.
Federal Operating Grants	(258,433.)
Local Government and Other Agencies	26,000.
Charge for Services	255,456.
Miscellaneous Revenue	21,900.
Interfund Transfers	<u>265,886.</u>
Total Recommended	<u>\$ 673,891.</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Less Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2016-17

Resolution No

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2016 through June 30, 2017 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

- . General Fund – Public and Government Affairs
- . General Fund – County Surveyor
- . General Fund - Clerk
- . General Fund- Not Allocated to Organizational Unit
- . Resolution Services Fund
- . County School Fund
- . Community Development Fund
- . Children, Youth and Families Fund
- . Public Health Fund
- . Health Center Fund
- . Records Management Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2017

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
March 30, 2017

Recommended items by revenue source:

Fund Balance	\$ 298,751
Licenses and Permits	64,331
Federal Operating Grants	(258,433)
Local Government and Other Agencies	26,000
Charge for Services	255,456
Miscellaneous Revenue	21,900
Interfund Transfers	265,886
Total Recommended	<u><u>\$ 673,891</u></u>

GENERAL FUND- PUBLIC AND GOVERNMENT AFFAIRS

Revenues:	
Local Government and Other Agencies	\$ 26,000
Total Revenue	<u><u>\$ 26,000</u></u>
Expenses:	
Public and Government Affairs	\$ 221,720
Not Allocated to Organizational Unit	
Contingency	(195,720)
Total Expenditures	<u><u>\$ 26,000</u></u>

General Fund –Public and Government Affairs Program is recognizing Metro funding and budgeting for the Willamette Falls Locks Naito Contract.

GENERAL FUND- COUNTY SURVEYOR

Revenues:	
Charge for Services	\$ 7,000
Interfund Transfer	115,000
Total Revenue	<u><u>\$ 122,000</u></u>
Expenses:	
County Surveyor	\$ 122,000
Total Expenditures	<u><u>\$ 122,000</u></u>

General Fund- County Surveyor is recognizing an interfund transfer from the Planning Fund and budgeting for a new Engineering Technician position and computer upgrade costs.

GENERAL FUND - NOT ALLOCATED TO ORGANIZATIONAL UNIT

Revenues:	
Fund Balance	\$ 252,742
Total Revenue	<u>\$ 252,742</u>
Expenses:	
Not Allocated to Organizational Unit	
Contingency	\$ 252,742
Total Expenditures	<u>\$ 252,742</u>

General Fund - Not Allocated to Organizational Unit is recognizing additional fund balance and budgeting it in contingency.

RESOLUTION SERVICES FUND

Revenues:	
Fund Balance	\$ 46,009
Total Revenue	<u>\$ 46,009</u>
Expenses:	
General Government	\$ 46,009
Total Expenditures	<u>\$ 46,009</u>

Resolution Services Fund is recognizing additional fund balance and budgeting for anticipated higher benefit costs.

COMMUNITY DEVELOPMENT FUND

Revenues:	
Interfund Transfer	\$ 100,000
Total Revenue	<u>\$ 100,000</u>
Expenses:	
Health and Human Services	\$ (100,000)
Not Allocated to Organizational Unit	
Special Payments	200,000
Total Expenditures	<u>\$ 100,000</u>

Community Development Fund is recognizing an interfund transfer from the Health, Housing and Human Services Administration Fund and budgeting for additional sub-recipient special payment costs for the HomeBase Program. This fund is also adjusting its budget to better reflect actual costs.

CHILDREN, YOUTH AND FAMILIES FUND

Revenues:	
Interfund Transfer	\$ 4,798
Total Revenue	<u>\$ 4,798</u>
Expenses:	
Health and Human Services	\$ 4,798
Total Expenditures	<u>\$ 4,798</u>

Children, Youth and Families Fund is recognizing an interfund fund transfer from the Health, Housing and Human Services Administrative Fund and budgeting for contract services with Safety First.

PUBLIC HEALTH FUND

Revenues:	
Licenses and Permits	\$ 64,331
Federal Operating Grants	(258,433)
Charge For Services	77,994
Miscellaneous Revenue	21,900
Interfund Transfers	46,088
Total Revenue	<u>\$ (48,120)</u>
Expenses:	
Health and Human Services	\$ (28,120)
Not Allocated to Organizational Unit	
Special Payments	<u>\$ (20,000)</u>
Total Expenditures	<u>\$ (48,120)</u>

Public Health Fund is recognizing an interfund fund transfer from the Health, Housing and Human Services Administration Fund and budgeting for a new Policy Analyst position through June 30, 2016. Grant funding will pay for this position in fiscal year 2017-18. This fund is also adjusting revenue and budgeting to add one new Office Specialist position and one Environment Health Specialist position for additional program support

HEALTH CENTER FUND

Revenues:	
Charge For Services	\$ 140,462
Total Revenue	<u>\$ 140,462</u>
Expenses:	
Health and Human Services	\$ 140,462
Total Expenditures	<u>\$ 140,462</u>

Health Center Fund is recognizing Medicaid revenue and budgeting to transfer a Health Care Billing Specialist position from the Behavioral Fund and to add one Administrative Analyst and one Policy Analyst position for additional program support.

RECORDS MANAGEMENT FUND

Revenues:

Charge for Services	\$ 30,000
Total Revenue	<u>\$ 30,000</u>

Expenses:

General Government	\$ 30,000
Total Expenditures	<u>\$ 30,000</u>

Records Management Fund is recognizing additional fee for services revenue and budgeting to increase program costs associated with this fund.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

March 30, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of
New Specific Purpose Revenue for Fiscal Year 2016-2017

Purpose/Outcome	Budget change for Clackamas County FY 2016-2017
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$1,702,822.
Funding Source	Includes Grant Revenue and Federal and State Operating Grant Revenues, Local Government and Other Agencies and Charge for Services
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016 and revised August 18, November 3 and December 20
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND:

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.338, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The District Attorney Fund is recognizing Victims of Crime Act grant revenue and budgeting for a temporary specialized Victim Advocate, program expenses, technology upgrades and training costs.

The Behavioral Health Fund is recognizing an increase in state operating grant revenue and budgeting to distribute a portion to Social Services for the Youth & Veterans Rental Assistance Program and to add two full-time Mental Health Specialist positions for the Mobile Crisis Program.

The Social Services Fund is recognizing additional State of Oregon funding for the Medicare Improvement for Patients and Providers Act Program and Volunteer Transportation funding and budgeting for program costs. The fund is also adjusting its budget to correctly classify sub recipient expenditures.

The Community Solutions Fund is recognizing additional State of Oregon Interagency Agreement revenue and budgeting to add 2 full-time Program Aides and 2 full-time Employment Training Specialists and program costs.

The Children, Youth and Families Fund is recognizing Department of Justice and Youth Investment revenue and budgeting for program costs and adjusting special payments to better reflect actual costs.

The effect of this Board Order is an increase in appropriations of \$1,702,822 including new revenues as detailed below:

Grant Revenue	\$ 8,250.
Federal Operating Grant Revenue	488,523.
State Operating Grant Revenue	1,059,750.
Local Government and Other Agencies	50,012.
Charge for Services	<u>96,287.</u>
Total Recommended	<u>\$ 1,702,822.</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Providing
Authorization to Appropriate Grants
For Specific Purposes within the Fiscal
Year 2016-17

Resolution No.

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2016 through June 30, 2017, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the fund being adjusted is:

- . District Attorney Fund
- . Behavioral Health Fund
- . Social Services Fund
- . Community Solution Fund
- . Children, Youth and Families Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2016 through June 30, 2017.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.338, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2017

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

NEW SPECIFIC PURPOSE REVENUE REQUESTS

**Exhibit A
March 30, 2017**

Recommended items by revenue source:

Grant Revenue	\$ 8,250
Federal Operating Grants	488,523
State Operating Grants	1,059,750
Local Government and Other Agencies	50,012
Charge for Services	96,287
Total Recommended	<u>\$ 1,702,822</u>

DISTRICT ATTORNEY FUND

Revenues:	
Federal Operating Grants	\$ 88,606
Total Revenue	<u>\$ 88,606</u>
Expenses:	
Public Protection	\$ 88,606
Total Expenditures	<u>\$ 88,606</u>

The District Attorney Fund is recognizing Victims of Crime Act grant revenue and budgeting for a temporary specialized Victim Advocate, program expenses, technology upgrades and training costs.

BEHAVIORAL HEALTH FUND

Revenues:	
State Operating Grants	\$ 889,631
Total Revenue	<u>\$ 889,631</u>
Expenses:	
Health and Human Services	\$ 693,177
Not Allocated to Organizational Unit	
Contingency	196,454
Total Expenditures	<u>\$ 889,631</u>

Behavioral Health Fund is recognizing an increase in state operating grant revenue and budgeting to distribute a portion to Social Services for the Youth & Veterans Rental Assistance Program and to add two full-time Mental Health Specialist positions for the Mobile Crisis Program.

SOCIAL SERVICES FUND

Revenues:	
Grant Revenue	\$ 8,250
Federal Operating Grants	151,319
State Operating Grants	(5,680)
Local Government and Other Agencies	30,012
Charge for Services	96,287
Total Revenue	<u>\$ 280,188</u>
Expenses:	
Health and Human Services	\$ (97,403)
Not Allocated to Organizational Unit	
Special Payments	377,591
Total Expenditures	<u>\$ 280,188</u>

Social Services Fund is recognizing additional State of Oregon funding for the Medicare Improvement for Patients and Providers Act Program and Volunteer Transportation funding and budgeting for program costs. The fund is also adjusting its budget to correctly classify sub recipient expenditures.

COMMUNITY SOLUTIONS FUND

Revenues:	
State Operating Grants	\$ 175,799
Total Revenue	<u>\$ 175,799</u>
Expenses:	
Health and Human Services	\$ 175,799
Total Expenditures	<u>\$ 175,799</u>

Community Solutions Fund is recognizing additional State of Oregon Interagency Agreement revenue and budgeting to add 2 full-time Program Aides and 2 full-time Employment Training Specialists and program costs.

CHILDREN, YOUTH AND FAMILIES FUND

Revenues:	
Federal Operating Grants	\$ 248,598
Local Government and Other Agencies	20,000
Total Revenue	<u>\$ 268,598</u>
Expenses:	
Health and Human Services	\$ (384,279)
Not Allocated to Organizational Unit	
Special Payments	652,877
Total Expenditures	<u>\$ 268,598</u>

Children, Youth and Families Fund is recognizing Department of Justice and Youth Investment revenue and budgeting for program costs and adjusting special payments to better reflect actual costs.



March 30, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2016-2017

Purpose/Outcome	Budget change FY 2016-2017
Dollar Amount and Fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	Includes Interfund Transfers
Duration	July 1, 2016-June 30, 2017
Previous Board Action/Review	Budget Adopted June 29, 2016 and revised August 18, September 29 and December 20
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND: Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The General Fund- Not Allocated to Organizational Unit is transferring from contingency to budget an interfund transfer to the Technology Services Fund.

The Technology Services Fund is recognizing an interfund transfer from the General Fund and budgeting to add new System Project Analyst position.

The Planning Fund is transferring from contingency to budget an interfund transfer to the Land Use Development and Permitting Program.

The Behavioral Health Fund is adjusting its budget to transfer a Health Care Billing Specialist position to the Health Centers Fund.

The Health, Housing and Human Services Administration Fund is reducing professional services and budgeting interfund transfers to the Children, Youth and Families Fund, Behavioral Health Fund, and Community Development Fund.

The Dog Services Fund is reducing contingency and budgeting to add a full-time Animal Care Specialist position and upgrades to the shelter lobby.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla
Budget Manager

In the Matter of Providing Authorization
To Transfer Appropriations Within
the Fiscal Year 2016-17

Resolution No.

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2016 through June 30, 2017, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund – Not Allocated to Organizational Unit
- . Technology Services Fund
- . Planning Fund
- . Behavioral Health Fund
- . Health, Housing and Human Services Administration Fund
- . Dog Services Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2016 through June 30, 2017.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2017

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUEST
Exhibit A
March 30, 2017

GENERAL FUND - NOT ALLOCATED TO ORGANIZATIONAL UNIT

Expenses:

Not Allocated to Organizational Unit	
Interfund Transfer	\$ 38,000
Contingency	(38,000)
Total Expenditures	<u>\$ -</u>

General Fund- Not Allocated to Organizational Unit is transferring from contingency to budget an interfund transfer to the Technology Services Fund.

TECHNOLOGY SERVICES FUND

Revenues:

Interfund Transfer	\$ 38,000
Total Revenue	<u>\$ 38,000</u>

Expenses:

General Government	\$ 38,000
Total Expenditures	<u>\$ 38,000</u>

Technology Services Fund is recognizing an interfund transfer from the General Fund and budgeting to add new System Project Analyst position.

PLANNING FUND

Expenses:

Economic Development	\$ 115,000
Not Allocated to Organizational Unit	
Contingency	(115,000)
Total Expenditures	<u>\$ -</u>

Planning Fund is transferring from contingency to budget an interfund transfer to the Land Use Development and Permitting Program.

BEHAVIORAL HEALTH FUND

Expenses:

Health and Human Services	\$ -
Total Expenditures	<u>\$ -</u>

Behavioral Health Fund is adjusting its budget to transfer a Health Care Billing Specialist position to the Health Centers Fund.

HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND

Expenses:

Health and Human Services	\$ (150,886)
Not Allocated to Organizational Unit	
Interfund Transfers	150,886
Total Expenditures	<u>\$ -</u>

Health, Housing and Human Services Administration Fund is reducing professional services

DOG SERVICES FUND

Expenses:

Health and Human Services	\$ 105,385
Not Allocated to Organizational Unit	
Contingency	(105,385)
Total Expenditures	<u>\$ -</u>

Dog Services Fund is reducing contingency and budgeting to add a full-time Animal Care

DRAFT

Approval of Previous Business Meeting Minutes:

March 9, 2017

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, March 9, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION

1. Presentation from Clackamas Women's Services Regarding Camp Hope and the Hope Survey Results
Melissa Erlbaum, Clackamas Women Services presented a PowerPoint presentation regarding the Camp Hope and the success of this program.
~Board Discussion~

***II. CITIZEN COMMUNICATION** - **taken out of order, see below.*

III. DISCUSSION ITEM

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the North Clackamas Parks & Recreation District for the next item.

North Clackamas Parks & Recreation District

1. Approval of a Strategic Partnership Purchase and Sale Agreement between North Clackamas Parks & Recreation District and North Clackamas School District No. 12
Scott Archer, North Clackamas Parks & Recreation District presented the staff report including a PowerPoint.

~Board Discussion~

Chair Bernard opened the discussion for public comment.

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

1. Geoffrey Janke, Oak Grove – spoke in support of the agreement.
2. Jason Tuck, Happy Valley City Manager – supports the agreement, looking forward to Happy Valley's portion of the sale.
3. Les Poole, Gladstone – supports preserving Concord school, but should look at other options other than the NC School District building.
4. James Adkins, Home Builders Association, Lake Oswego – support the agreement, however there is no pathway for SDC funds.
5. Thelma Haggemiller, Oak Grove – supports the agreement.

MOTION:

Commissioner Savas: I move we approve the Strategic Partnership Purchase and Sale Agreement between North Clackamas Parks and Recreation District and North Clackamas School District No. 12.

Commissioner Humberston: Second

all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

Chair Bernard adjourned as North Clackamas Parks & Recreation District and re-convened as the Board of County Commissioners for the remainder of the meetings.

- Chair Bernard is excused to attend another meeting. He passed the gavel to Commissioner Savas who served as Chair for the remainder of the meeting.

***II. CITIZEN COMMUNICATION**

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

1. Steve Neilson, Oregon City – President of the Event Center Improvement Foundation – the Event Center at the Clackamas County Fairgrounds – the Event Center needs a master plan and goal.
2. Gary Linton, Oregon City – President of the Fair Board – spoke about the MOU and appointment for Fair Board Members.

~Board Discussion –

Commissioner Savas hopes to meet with the Fair Board to discuss these issues.

3. Les Poole, Gladstone – supports funding for kid programs, also road funding.

IV. CONSENT AGENDA

Chair Savas 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.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Chair Savas: Aye – the Ayes have it, the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with Oregon Department of Transportation, Rail and Public Transit Division for Operations for the Mt Hood Express Bus Service – *Social Services*
2. Approval of an Intergovernmental Sub-recipient Agreement, Amendment No. 1 with Senior Citizen Council of Clackamas County to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
3. Approval of a Non-Federal Sub-recipient Agreement with Northwest Family Services for Evidence-Based Parenting Education Classes – *Children, Youth & Families*
4. Approval of Intergovernmental Agreement with Oregon State University (OSU) for Geographic Information System (GIS) Mapping from OSU's Spatial Health Lab – *Public Health*

5. Approval of an Interagency Services Agreement with the Social Services Division of Health Housing and Human Services For the Transfer of Grant Funds Awarded for Rental Assistance to Homeless Veterans – *Behavioral Health*
6. Approval of a Local Sub-recipient Agreement with Northwest Family Services for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
7. Approval of a Sub-recipient Agreement with Clackamas Women’s Services for Evidence-based Parenting Education Classes – *Children, Youth & Families*
8. Approval of a Sub-recipient Agreement with Todos Juntos for Evidence-Based Parenting Education Classes – *Children, Youth & Families*

B. Elected Officials

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

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:19 AM

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



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Contract for CBX Fiber – Lake Oswego School District Expansion: Phase 1
with Professional Underground Services, Inc.**

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval to enter into a contract with Professional Underground Services, Inc for the construction of new fiber optic cable for the Lake Oswego School District.
Dollar Amount and Fiscal Impact for CBX	Contract amount for phase one of the new Lake Oswego School fiber network is \$460,238.00.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by the Lake Oswego School District per existing contract with the school district. 602-0271-00555-481200
Safety Impact	N/A
Previous Board Action	Board previously approved CBX to bid on a RFP for a new fiber network by the Lake Oswego School District.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

Clackamas Broadband eXchange (CBX) had previously asked for and was given authorization by the Board to place a bid on a Request for Proposals (RFP) that was issued by the Lake Oswego School District for new fiber optic connections between twelve school sites. CBX was chosen by the Lake Oswego School District for this RFP. A condition of the contract with the Lake Oswego School District is that CBX will construct the new fiber network and then be reimbursed by the school district for all construction costs. This request to enter into a contract with Professional Underground Services, Inc is for the first phase of two construction phases to complete the new fiber network.

PROCUREMENT PROCESS:

This project was requested by Duke Dexter. Bids were requested to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Two (2) bids were received: Professional Underground Services, Inc. \$460,238.00, and North Sky Communications \$514,089.00. After review of all bids, Professional Underground Services, Inc. was determined to be **the** lowest responsive and responsible bidder. The total contract amount is not to exceed \$460,238.00. All work is to be completed by June 30, 2017. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under **602-0271-00555-481200**.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this construction contract. This contract will allow CBX to provide reliable fast fiber connectivity to the Lake Oswego School District at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

Place on the board agenda of March 30, 2017 by the Procurement Division.



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract for the CBX Fiber – Lake Oswego School District Expansion: Phase 1 (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and Professional Underground Services, Inc., hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

WITNESSETH:

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of four hundred sixty thousand, two hundred and thirty-eight Dollars (\$460,238.00) (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (1/1/2017)("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents.

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

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

2. Representatives.

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

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

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

3. Key Persons.

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

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

Job Superintendent: Terry Primley shall be the Contractor's on-site job superintendent throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed

SUBSTANTIAL COMPLETION DATE: June 01, 2017

FINAL COMPLETION DATE: June 30, 2017

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

5. Insurance Certificates.

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

6. Tax Compliance.

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

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

7. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner and of State ("Confidential Information"). Contractor

agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

8. Counterparts.

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

9. Integration.

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

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

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

Contractor DATA:
Professional Underground Services, Inc.
P.O. Box 2641
Eugene, OR 97402

Contractor CCB #156231 Expiration Date: 07/14/2017
Oregon Business Registry # 157562-99 Entity Type: DBC State of Formation: Oregon

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

Contractor Name Clackamas County Board of County Commissioners

Professional Underground Services Inc
Date

Tony Lusk VP Tony Lusk
Name / Title Printed

Chair Date

Recording Secretary Date

APPROVED AS TO FORM

County Counsel Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: KPD Insurance, Inc. PO Box 784 Springfield OR 97477
CONTACT NAME:
PHONE (A/C, No, Ext): 541-741-0550 FAX (A/C, No): 541-741-1674
E-MAIL ADDRESS: wc-certs@kpdinsurance.com
INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A : SAIF Corporation 36196
INSURER B : Zurich American Insurance Co. 16535

COVERAGES CERTIFICATE NUMBER: 2090212607 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CBX Fiber- Lake Oswego School District Expansion: Phase 1

CERTIFICATE HOLDER CANCELLATION

Clackamas County
2051 Kaen Rd.
Oregon City, OR 97045
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Diana M Burnette



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2017

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KPD Insurance, Inc. PO Box 784 Springfield OR 97477	CONTACT NAME:		
	PHONE (A/C, No, Ext):	541-741-0550	FAX (A/C, No): 541-741-1674
	E-MAIL ADDRESS:	tamis@kpdinsurance.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Cincinnati Insurance Companies		10677
	INSURER B : Mutual of Enumclaw		14761
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

INSURED
Professional Underground Services Inc
PO Box 2641
Eugene OR 97402

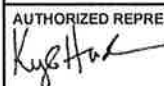
PROF02C

COVERAGES CERTIFICATE NUMBER: 1881382271 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		ENP0340458	7/22/2016	7/22/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Property Damage Ded \$500
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP0005011	7/22/2016	7/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ Nil			ENP0340458	7/22/2016	7/22/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: CBX Fiber – Lake Oswego School District Expansion: Phase 1
 Clackamas County, a political subdivision of the State of Oregon is included as additional insured when required by written contract or agreement per form GA233 OR 09/10.

CERTIFICATE HOLDER Clackamas County Procurement Division Public Services Building 2051 Kaen Road Oregon City OR 97045	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

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Managers or Lessors of Premises; Lessor of Leased Equipment; Vendors; State or Political Subdivisions - Permits Relating to Premises; State or Political Subdivisions - Permits; and Contractors' Operations	
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B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

a. Bail bonds: \$ 1,000
b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

a. The following is added to SECTION I - COVERAGES: Employee Benefit Liability Coverage.

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have

knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

(1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the

conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".

- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was

committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought;
- (c) Persons or organizations making claims or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not

exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

(d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or de-

fense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
- b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance,

including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transpor-

tation and health club subsidies.

- (2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" Includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises

while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than i. War and the Nuclear Energy Liability Exclusion, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;
 - e) Settling, cracking, shrinking or expansion; or
 - f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

(c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of SECTION III - LIMITS OF INSURANCE is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section B. **Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. **Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:**

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount

stated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

- (2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.

- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED:**

(1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

(a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

(b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or

demolition operations performed by or on behalf of such additional insured.

(b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds, but only to the extent that the liability for "bodily injury", "property damage" or "personal and advertising injury" is caused by your negligence, acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1) The insurance afforded the vendor does not apply to:

a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- b) Any express warranty unauthorized by you;
- c) Any physical or chemical change in the product made intentionally by the vendor;
- d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h) "Bodily injury" or "property damage" arising out of the negligence, acts or omissions of the vendor, its

employees or anyone else acting on its behalf.

- 2) This insurance does not apply to any insured person or organization:

- a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- 2) The construction, erection, or removal of elevators; or
- 3) The ownership, maintenance, or use of any elevators covered by this insurance.

(e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

(f) For "your work" performed in Oregon, any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only to the extent that the liability is caused by "your work" performed for that additional insured and only to the extent that such liability is caused by your negligence or the negligence of those acting on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(g) For "your work" performed in the "coverage territory" but not in Oregon, any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" per-

formed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

(a) Subparagraphs (e), (f) and (g) do not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

(b) Subparagraphs (a), (d), (e) and (g) do not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its "employees"; or

(c) Subparagraph (f) and (g) do not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1) The rendering of, or failure to render, any professional services by you or on your behalf, but only with respect to either or both of the following operations:

a) Providing engineering, architectural or surveying services to others; and

b) Providing, or hiring independent professionals to provide, engineering,

architectural or surveying services in connection with construction work you perform.

- 2) Subject to Paragraph 3) below, professional services include:

- a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- b) Supervisory or inspection activities performed as part of any related architectural or engineering activities.

- 3) Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- (d) Subparagraphs (f) and (g) do not apply to "bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraphs (f) and (g) above, SECTION III - LIMITS OF INSURANCE is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of

this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is hereby amended as follows:

- (1) Condition 5. Other Insurance is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance; or

- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition 11. Conformance to Specific Written Contract or Agreement is hereby added:

11. Conformance to Specific Written Contract or Agreement

- a. With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that

coverage for the additional insured:

- (1) Be provided by the Insurance Services Office additional insured form number **CG 32 61**, **CG 32 62** or **CG 32 63**; or
- (2) Include coverage for completed operations; or
- (3) Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs **9.a.(3)(a)** or **9.b.** above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached.

- b. With respect to additional insureds described in Paragraph **9.a.(2)(g)** above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs **9.a.(3)(a)**, **9.a.(3)(b)** or **9.b.** above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs **9.a.3.b.** and **9.b.** of this endorsement shall not apply and Paragraph **9.a.(3)(a)** of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 11. of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance, 11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) **Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. Limits of Insurance, 11. of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly

reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is hereby deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: YCN2424320
Solicitation: BID #2017-03
Project Name: CBX Fiber - Lake Oswego School District Expansion: Phase 1

<u>OLD REPUBLIC SURETY COMPANY</u> (Surety #1)	Bond Amount No. 1:	<u>\$ 460,238.00</u>
_____ (Surety #2)*	Bond Amount No. 2:*	<u>\$ _____</u>
	Total Penal Sum of Bond:	<u>\$ 460,238.00</u>

* If using multiple sureties

We, PROFESSIONAL UNDERGROUND SERVICES, INC. as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Four hundred sixty thousand two hundred thirty eight and no/100(\$460,238.00) (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising

out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

If the County determines that any of the above conditions have not been met, the County may require payment under this bond at its sole and absolute discretion and Surety shall issue prompt payment of the full value of this bond without set-off or dispute or requirement for an opportunity to cure.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County, be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this 16 day of March, 2017.

PRINCIPAL: PROFESSIONAL UNDERGROUND SERVICES, INC.

By: [Signature]
Signature
VP
Official Capacity

Attest: _____
Corporation Secretary

SURETY: OLD REPUBLIC SURETY COMPANY
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

JENNIFER ROBIN BAIRD
Name
[Signature]
Signature

PO BOX 1635
Address
MILWAUKEE, WI 53201
City State Zip
503-972-8111 503-245-7986
Phone Fax





CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: YCN2424320
Solicitation: BID #2017-03
Project Name: Lake Oswego School District Expansion: Phase 1

<u>OLD REPUBLIC SURETY COMPANY</u> (Surety #1)	Bond Amount No. 1:	\$ <u>460,238.00</u>
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
* <i>If using multiple sureties</i>	Total Penal Sum of Bond:	\$ <u>460,238.00</u>

We, PROFESSIONAL UNDERGROUND SERVICES, INC., as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Four hundred sixty thousand two hundred thirty eight and no/100(\$460,238.00) (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor

claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

If the County determines that any of the above conditions have not been met, the County may require payment under this bond at its sole and absolute discretion and Surety shall issue prompt payment of the full value of this bond without set-off or dispute or requirement for an opportunity to cure.


Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this 16 day of March, 2017.

PRINCIPAL: PROFESSIONAL UNDERGROUND SERVICES, INC.

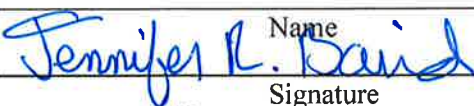
By:  Signature
VP Official Capacity

Attest: _____ Corporation Secretary

SURETY: OLD REPUBLIC SURETY COMPANY
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]



JENNIFER ROBIN BAIRD
Name
 Signature
PO BOX 1635 Address
MILWAUKEE, WI 53201 City State Zip
503-972-8111 503-245-7986 Phone Fax



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KEITH M. YAM, MICHELLE R. BENCH, JENNIFER ROBIN BAIRD, KENNETH A. PRICE, KYLE P. HUDSON, OF SPRINGFIELD, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND (\$7,500,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

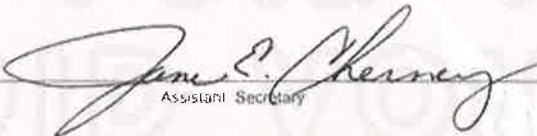
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23RD day of AUGUST, 2016.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

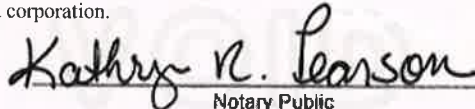



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 23RD day of AUGUST, 2016, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

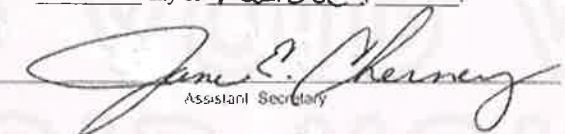
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

77-2200



Signed and sealed at the City of Brookfield, WI this 16 day of March.


Assistant Secretary

KPD INSURANCE, INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

March 30, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Grant Agreement No. JR-15-032, Amendment #1, between the State of Oregon, Criminal Justice Commission for the Justice Reinvestment Funding of Community Corrections Programs

Purpose/Outcome	This Amendment restates the terms regarding 2015-2017 unexpended grant funds.
Dollar Amount and Fiscal Impact	The IGA value is \$ 2,407,093 which includes \$248,154 for Victim Services.
Funding Source	State of Oregon Criminal Justice Commission.
Duration	Effective upon full execution and terminates June 30, 2017.
Previous Board Action/Review	Biennial approval.
Contact Person	Captain Jenna Morrison, Director - Community Corrections – 503-655-8725

BACKGROUND: Justice Reinvestment funding is intended to support the reduction of prison bed use. Community Corrections is using this revenue to enhance Men’s and Women’s Correctional Substance Abuse Programs, provide Short Term Transitional Leave to eligible offenders 90 days prior to release from Dept. of Corrections custody, and funds services provided to offenders at the Transition Center. Amendment #1 allows for unexpended grant funds to be retained through July 1, 2018 if a Clackamas County is not awarded a 2017-2019 Justice Reinvestment grant. If a 2017-2019 grant is awarded, the unexpended funds will be governed by the new agreement.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves Grant Agreement No. JR-15-032, Amendment #1, between Clackamas County and the Criminal Justice Commission, for unexpended funds of the 2015-2017 Justice Reinvestment funding of Community Corrections programs.

Respectfully submitted,

Captain Jenna Morrison
Director, Community Corrections

CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM
GRANT AGREEMENT # JR-15-032

AMENDMENT NO. 1

This is Amendment Number 1 to Grant Agreement # JR-15-032 "Agreement" between the State of Oregon, acting by and through the Criminal Justice Commission "CJC", and Clackamas County "Grantee".

I. The Agreement is hereby amended as follows:

A. **Section 6.c. is amended and restated as follows:**

c. **Recovery of Grant Funds.** Any Grant 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 the Project End Date or termination 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 the Project End Date or termination of this Agreement, except as otherwise provided below. If Grantee intends to apply for funding from CJC's Justice Reinvestment Grant Program for the 2017-2019 biennium, Grantee may retain any Unexpended Funds pending action on Grantee's application, as further described below. If CJC and Grantee enter into an agreement on or before September 30, 2017 for funding from CJC's Justice Reinvestment Grant Program for the 2017-2019 biennium, the use and disposition of the Unexpended Funds shall be governed by that agreement. If CJC and Grantee do not enter into an agreement on or before September 30, 2017 for funding from CJC's Justice Reinvestment Grant Program for the 2017-2019 biennium, the Project End Date set forth in Exhibit A will, on October 1, 2017, be amended to June 30, 2018, without further action of the Parties, and Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of termination of this Agreement or June 30, 2018, the new Project End Date.

II. The obligation of CJC under this Amendment is subject to the condition that, on or prior to April 30, 2017, Grantee delivers, or causes to be delivered, to CJC a certificate of the action taken by Grantee to authorize the execution and delivery of this Amendment Number 1, in form and substance satisfactory to CJC and its counsel, if required by CJC.

III. Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment. Capitalized terms not defined herein have the meaning ascribed thereto in the original Agreement. This Amendment Number 1 may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the same counterpart.

Grantee

By:

Signature of Grantee

Date

Name & Title

Federal Tax ID Number

State Tax ID Number

Criminal Justice Commission

By:

Michael Schmidt, Executive Director

Date



NANCY S. BUSH
DIRECTOR

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

March 30, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Letter of Promulgation for the Clackamas County
Emergency Operations Plan (EOP)

Purpose/Outcomes	This Emergency Operations Plan is a component of the County's comprehensive approach to emergency management that ensures that the County is prepared to prevent, protect against, mitigate the effects of, respond to, and recover from the hazards and threats that pose the greatest risk to the County. Approval of the Plan by the BCC provides guidance to all departments and provides information regarding response to residents.
Dollar Amount and Fiscal Impact	None for plan approval.
Funding Source	N/A
Duration	Effective four years from promulgation (unless otherwise directed by Oregon Emergency Management)
Previous Board Action	The County EOP was provided to the Board of County Commissioners (BCC) on February 23 after a short discussion in "Issues" on February 21 for review before promulgation. On March 7, 2017 a policy session was provided to the BCC for an overview of the document and to answer any questions.
Strategic Plan Alignment	Ensure safe, healthy and secure communities.
Contact Person	Nancy Bush, Director, Disaster Management 503-655-8665
Contract No.	N/A

BACKGROUND:

This Emergency Operations Plan is an all-hazard plan that describes how Clackamas County will organize and respond to emergencies and disasters in the community. It is based on, and is compatible with, federal, State of Oregon, and other applicable laws, regulations, plans, and policies, including Presidential Policy Directive 8, the National Response Framework, and Oregon Office of Emergency Management plans.

Response to emergency or disaster conditions in order to maximize the safety of the public is a primary responsibility of government. It is the goal of the County that responses to such conditions are conducted in the most organized, efficient, and effective manner possible.

As a part of the requirements for the plan Clackamas County has formally adopted the principles of the National Incident Management System, including the Incident Command System and the National Response Framework.

RECOMMENDATION:

Staff recommends the Board approve and sign the Letter of Promulgation.

Respectfully submitted,

Nancy Bush, Director
Disaster Management

Letter of Promulgation

To all Recipients:

Promulgated herewith is the Emergency Operations Plan for Clackamas County. This plan supersedes any previous plans. It provides a framework within which the County can plan and perform its emergency functions during a disaster or national emergency.

This Emergency Operations Plan is a component of the County's comprehensive approach to emergency management that ensures that the County is prepared to prevent, protect against, mitigate the effects of, respond to, and recover from the hazards and threats that pose the greatest risk to the County.

Focused on response and short-term recovery activities, this Emergency Operations Plan provides a framework for how the County will conduct emergency operations. The plan identifies key roles and responsibilities, defines the primary and support roles of County agencies and departments, outlines the steps for coordinating with response partners, and establishes a system for incident management. The outlined framework is consistent with the Standardized Emergency Management System and the National Incident Management System.

This plan has been reviewed by the Clackamas County Disaster Management Director and approved by the Board of County Commissioners. It will be revised and updated as required. All recipients are requested to advise the Clackamas County Disaster Management Director of any changes that might result in its improvement or increase its usefulness. Plan changes will be transmitted to all addressees on the distribution list.

DATED this 30th day of March, 2017

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Jim Bernard, Chair

Sonya Fischer, Commissioner

Ken Humberston, Commissioner

Paul Savas, Commissioner

Martha Schrader, Commissioner

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Engineering Services Contract for
Tri-City Water Resource Recovery Facilities
Solids Handling Improvements Project

Purpose/Outcomes	Engineering services for schematic design of improvements, for the Tri-City Water Resource Recovery Facility Solids Handling Improvements Project.
Dollar Amount and Fiscal Impact	Funding is available in the FY2016-17 and 2017-18 budgets. Total agreement amount not to exceed \$580,000.
Funding Source	Clackamas County Service District No.1 and Tri-City Service District FY 2016-17 and 2017-18 annual budgets. No General Funds impacted.
Duration	Execution to September 30, 2017
Previous Board Action	Approval of Phase 1 Engineering Services 121715 VI. 1
Strategic Plan Assignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide partner communities with reliable waste water infrastructure to serve existing customers and support future growth. 2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers.
Contact Person	Lynne Chicoine, Capital Program Manager – Water Environment Services – 503-742-4559

BACKGROUND:

The Solids Handling Project was identified in the 2008 Tri-City Master Plan as required to meet capacity requirements for growing service areas. In 2015, an RFQ for multi-phase design engineering services for the project was issued. Several highly-qualified firms were considered and the result of the competitive procurement process was selection of MWH Global (now Stantec) as the top-ranked firm and CH2M as the second-highest ranked firm.

Phase 1 of this project was completed by MWH Global. The result of Phase 1 was a change in direction from a one-time expansion to a just-in-time delivery approach, which will phase implementation of the solids expansion. After much consideration, District staff are of the opinion that it will be best positioned to deliver Phase 2 of the project with the second-highest ranked firm, CH2M Hill Engineers, Inc. The Conceptual Design Report (CDR), prepared by MWH Global, defined capacity requirements for anaerobic digestion and dewatering to meet 2040 capacity needs and recommended a phased approach with the initial construction delivering facilities to meet capacity needs until approximately 2030. The CDR also identified needed improvements to existing facilities to improve performance and maximize their use.

The next phase of the project (Phase 2), for which approval is being sought, will include detailed design and bid period services. Facilities to be designed include an anaerobic digester and control building, a biosolids dewatering process and cake loadout facility, rehabilitated existing solids processing facilities, and electrical, site and ancillary improvements. Additionally, a business case study partially funded by an incentive grant from Energy Trust of Oregon (ETO) was prepared which showed the construction of a combined heat and power (CHP) process was financially attractive with anticipated ETO funding. The CHP process will include biogas cleaning, storage and a lean-burn cogeneration unit.

The Engineering Services Contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve and execute the Engineering Services Contract for Tri-City Water Resource Recovery Facilities Solids Handling Improvement Project.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the _____ agenda by Procurement.

**ENGINEERING SERVICES CONTRACT FOR
TRI-CITY WATER RESOURCE RECOVERY FACILITIES SOLIDS
HANDLING IMPROVEMENTS PROJECT**

This Engineering Services Contract (this “Contract”) is entered into between **CH2M HILL Engineers, Inc.**, (the “Consultant”) and the **Tri-City Service District** and **Clackamas County Service District No. 1**, both county service districts formed under ORS 451 (“District”) for the purposes of providing engineering design services for the Tri City Water Resource Recovery Facilities Solids Handling Improvements Project.

ARTICLE 1 - TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until Consultant performs its obligations according to this Contract, unless terminated or suspended, through final completion of the construction and completion of all warranty work. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County acting as the Governing Body for the District.

ARTICLE 2 - SERVICES OF THE CONSULTANT

This Contract covers the Scope of Work as described in the Scope of Services, attached and hereby incorporated by reference as Exhibit “A” (“Services”). The Consultant agrees to perform the Services on a schedule approved by the District, attached and hereby incorporated by reference as Exhibit “B” (“Schedule”). The Services performed by Consultant pursuant to the Schedule make up the Project, which includes is titled Tri City Water Resource Recovery Facility (“WRRF”) Solids Handling Improvements Project – Project P202162 and generally includes the design of improvements to the WRRF, including but not limited to the construction of an anaerobic digester and control building, a biosolids dewatering process and cake loadout facility, rehabilitated existing solids processing facilities, and electrical, site and ancillary improvements. (“Project”). This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and the Consultant’s Fee Proposal attached and hereby incorporated by reference as Exhibit “C.”

ARTICLE 3 - DISTRICT'S RESPONSIBILITIES

Unless otherwise specifically modified, the District will:

- 3.1** Provide adequate information to the Consultant regarding the District's requirements for the Project.
- 3.2** Assist the Consultant by making available all reasonably available information and technical data pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
- 3.3** In accordance with applicable District, local, state or federal laws or statutes, ordinances, rules or regulations, provide access upon reasonable notice and make all necessary provisions for

the Consultant to enter upon public and private property as required for the Consultant to perform services under this Contract.

3.4 Acquire all the necessary land, easements and rights-of-way required for the Project.

3.5 Furnish to the Consultant, prior to the Consultant's preparation of the work product, a copy of any design and construction standards the District shall require the Consultant to follow in the preparation of the work product.

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

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

ARTICLE 4 - CONSULTANT'S RESPONSIBILITIES

4.1 The Consultant agrees to complete the Services as defined above in Article 2.

4.2 Standards of Performance.

- a. The standard of care for all professional and related services performed or furnished by the Consultant under this Contract will be the standard of care and skill normally used by members of the Consultant's profession.
- b. The Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the District shall not be responsible for discovering deficiencies therein. The Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in District-furnished information.
- c. The Consultant agrees to perform the Services, in accordance with all applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, in connection with the Project. Any changes to these requirements during the term of this Contract shall not be the basis for any modifications to the Consultant's scope of services, times of performance, or compensation.
- d. The District's review or acceptance of documents, or authorization to continue to the next phase of design, bidding process participation, or construction administration, shall not be deemed as approval of the adequacy of the plans, drawings, specifications, or other documents. Any review or acceptance by the District will not relieve the Consultant of any responsibility for complying with the standard of care set forth herein. The Consultant is responsible for all Services to be performed under this Contract, and agrees that it will be liable for all its negligent acts, errors, or omissions, if any, relative to the Services.
- e. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided.

4.3 Quality Assurance.

- a. The District will conduct a full review of products produced under this Contract when first submitted for review and comments. The review may be done by several people. These comments will be provided to the Consultant within a reasonable time. The Consultant shall consider each comment and respond to the District within fifteen (15) days regarding the disposition of the issue. The method of disposition can be any of the following actions: (i) submittal corrected per the comment, (ii) comment was not accepted for the following reason: __, or (iii) comment was resolved in combination with other issues as described. The revised product shall include a response to each comment on a comment form as approved by the District. The District shall have the option to conduct another full review or to spot check the document to see that the documents reflect the changes indicated on the review report. If any comment was ignored, neglected, or the District disagrees with the Consultant regarding their refusal to accept a comment, the District may stop any further review and return the document to the Consultant marked as incomplete. The Consultant shall correct the documents to the District's satisfaction and then declare the documents complete.
- b. If all comments are not resolved to the District's satisfaction in its sole discretion, the District shall declare the documents incomplete and the Consultant agrees to pay any change orders, cost of additional staff time, and all related administrative costs arising out of any inconsistencies, omissions, or errors in the incomplete reports, plans or specifications, including resulting delay and disruption costs. The first full review of any document or submittal will be done by the District at the District's cost. Any subsequent review beyond a spot check will be completed at the Consultant's cost and will be back-charged on an hourly basis at the average billing rate of the Consultant's work under this Contract.

4.4 Changes. In the normal course of administering the work under this Contract, the District may give directives to the Consultant, either written or verbal, which may constitute a change to the Scope of Work or Schedule. If an instruction, directive or decision is given that the Consultant believes is a change in scope or schedule, the Consultant shall notify the District within seven (7) calendar days of receiving such directive or instruction. The notice shall state the general nature of the change, but need not include a detailed cost or impact estimate. Failure to give timely written notice relieves the District from any obligation to adjust the Contract amount, scope or schedule as an amendment to the Contract for Services. Proposed amendments described in such notices to the Scope of Work or Schedule, as well as changes to other terms and conditions, shall be processed as provided in Paragraph 7.24 hereof.

4.5 Consultant's Project Manager. The Consultant shall assign the following key personnel to do the work in the capacities and amounts designated below. Exhibit C outlines the estimated range of effort the key personnel will spend on the Project based on the Services, Schedule and Compensation amount in this Contract.

Person/Firm	Position
Brady Fuller	Project Manager
Ben Herman	Design Manager

Person/Firm	Position
Dave Parry	Technologist
Dave Oerke	Technologist
Bill Leaf and Leon Downing	Process Engineers
Nate Ebbs	Mechanical Engineer
Brett Riestad	Biogas and Centrifuge
Janelle Booth	Civil and Civil QC
Todd Cotton	Geotechnical
Ken Gilardi	HVAC/Odor Control
Steve Blaine	Instrumentation and Control (IC)
Tom Jones	Cost Estimator
John Hall	Editor
Josh Koch	Quality Control (QC) Manager
Tim Bauer	Mechanical QC
Ryan Harbert	Electrical QC
Jerry Nordal	IC QC
Scott Cowden	Odor Control QC

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

ARTICLE 5 - AUTHORIZATION, SCHEDULES AND COMPLETION

5.1 Specific authorization to proceed with the Services shall be granted in writing by the District within a reasonable time after the execution of this Contract. The Consultant shall not proceed with the work without such authorization. The District's Project Manager, as defined in Paragraph 5.5, shall have authority to give such authorizations.

5.2 This Contract shall be effective as of the Consultant's receipt of the written authorization to proceed and shall be completed as set forth in the Schedule.

5.3 As part of the Services, within ten (10) days after receipt of the authorization to proceed, the Consultant shall submit for the District's approval a detailed time schedule for all Services showing how these services will be carried out within the general Schedule. This detailed supplement to the Schedule shall be prepared in a form approved by the District. This Schedule shall include allowance for periods of time required for the District's review and approval of submissions and for approvals of other authorities having jurisdiction over the Project. This Schedule shall be brought up to date and submitted to the District at the end of each month, along with payment requests and the Engineer's written monthly progress reports. If progress lags by two weeks or more, the schedule shall be updated weekly.

5.4 Progress Schedule Submittal

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

5.5 District's Project Manager

The District's Project Manager is authorized to approve work and billings hereunder, approve sub consultants, give notices referred to herein, and carry out other District actions referred to herein, other than authorization of amendments or termination. The District's Project Manager shall be Lynne Chicoine, WES Tech Division Manager.

ARTICLE 6 - PAYMENTS TO CONSULTANT

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

6.1 Compensation

- a. The District agrees to pay Consultant on a time and material basis with a not to exceed amount of Five Hundred Eighty Thousand Dollars (\$580,000.00) (the "Maximum Amount") for services as billed monthly. Notwithstanding anything else to the contrary herein, no changes in the Maximum Amount shall be made without prior written approval of the District.
- b. The Consultant is entitled to no compensation for the correction or revision of any errors or deficiencies in any designs, drawings, specification or other services.
- c. The District may withhold from payments due the Consultant such sums as are necessary, in the District's sole and absolute discretion, to protect the District against any loss or damage which may result from negligence or unsatisfactory work by the Consultant, the failure of the Consultant to perform as required under this Contract, or claims filed against the Consultant or the District relating to the Consultant's services or work under this Contract.
- d. The Owner shall reimburse the Firm for any allowable Reimbursable Expenses, up to a maximum amount of Twenty Three Thousand Eight Hundred Dollars (\$23,800.00)

Reimbursable expenses for the Project mean actual direct expenditures (without overhead, fee, markup or profit) made by the Consultant in the interest of the Project for the following items: long-distance communications; reproductions, postage and handling of plans, drawings, specifications and other documents (excluding reproductions for the office use of the Firm and the Consultants); mileage and travel expenses more particularly described below; data processing and photographic production techniques; and renderings, models and mock-ups requested by the District.

The Reimbursable Expenses will be reimbursed at cost, except travel expenses. Charges for travel expenses will be reimbursed at cost, but not in excess of the Clackamas County Contractor Travel Reimbursement Guidelines, hereby incorporated by reference at the time the expense is incurred.

6.2 Billing and Payment Procedure

- a. The Consultant will provide monthly percentage complete invoices to the District for work performed during the preceding month. The invoices will be accompanied by a monthly progress report for each Services task listed in Exhibit A (“Task”), which shall be a narrative of work accomplished, tied to the milestones indicated in the Schedule. For each Task, the progress report will include: budgeted hours, actual hours spent, dollars spent, dollars remaining, percent spent and estimate of percent complete. The Consultant shall maintain detailed records to support these charges and such records shall be available to the District for audit and copying. Subject to ORS 293.462, the District shall pay monthly payments to the Consultant within thirty (30) days of the District's receipt of the Consultant's monthly statement.

ARTICLE 7 - GENERAL CONDITIONS

7.1 Termination of Contract. This Contract may be terminated for the following reasons:

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

7.2 Remedies

- a. In the event of termination pursuant to Section 7.1(a), (b)(i), or (d), Consultant's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Consultant. If previous amounts paid to Consultant exceed the amount due to Consultant under Section 7.2(a), Consultant shall pay any excess to District on demand.
- b. In the event of termination pursuant to Sections 7.1(b)(ii) or 7.1(c), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Consultant was not in default under Sections 7.1(b)(ii) or 7.1(c), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 7.1(a).
- c. Upon receiving a notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Consultant shall deliver to District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon District's request, Consultant shall surrender to anyone District designates, all documents, research or objects or other tangible items needed to complete the work.
- d. In the event of termination by the District due to a breach by the Consultant, then the District may complete the work either itself, or by agreement with another Consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 7.1 hereof then the Consultant shall pay to the District the amount of the excess.
- e. In the event of breach of this Contract by the District, then the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in Section 7.1(a) above.

7.3 Indemnification, Damages and Limitation of Liability.

- a. The Consultant agrees to indemnify, hold harmless and defend the District, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Consultant or the Consultant's employees, subconsultants, or agents.
- b. Consultant shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Consultant, its subconsultants, agents, or employees.
- c. Except for liability arising under or related to Section 7.1(b), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or

(ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.

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

7.4 Insurance

- i. The Consultant agrees to furnish the District evidence of commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The District, at its option, may require a complete copy of the above policy.
- ii. The Consultant shall furnish the District evidence of professional liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 per claim, incident or occurrence, with an annual aggregate limit of \$3,000,000 for bodily injury and property damage and malpractice or error and omission coverage for the protection of the District and Clackamas County, and their officers, elected officials, agents and employees against liability for damages to the extent caused by the professional negligence, errors and omissions in any way related to the performance of the Consultant or the Consultant's agents or employees under this Contract. The District, at its option, may require a complete copy of the above policy.
- iii. The Consultant agrees to furnish the District evidence of business automobile liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The District, at its option, may require a complete copy of the above policy.
- iv. Consultant shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employees as additional insureds for all insurance except professional liability and workers compensation insurance. If Consultant's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include the District and Clackamas County and their officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the District in the event of a cancellation or material change

and include a statement that no act on the part of the insured shall affect the coverage afforded to the District under this insurance. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

- v. If the Consultant has the assistance of other persons in the performance of this Contract, and the Consultant is a subject employer, the Consultant agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Consultant shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- vi. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Consultant's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.
- vii. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Consultant to the District. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.
- viii. Consultant shall require that all of its subconsultants of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Consultant under this Contract, unless this requirement is expressly modified or waived by the District.

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

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

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

7.7 Subcontracts. The Consultant shall not subcontract its work under this Contract, in whole or in part, without the prior written approval of the District. The Consultant shall require subconsultant to agree, as to the portion subcontracted, to fulfill all obligations of the Consultant as specified in this Contract. Notwithstanding District approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the District shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Contract, the Consultant and its subconsultants are subject to the requirements of the Workers' Compensation Law discussed in Section 7.6 above. The subconsultants shall be paid by the Consultant out of the Maximum Amount, and the parties understand and agree that the District has no direct or indirect contractual obligation or other legal duty to pay the subconsultants or ensure that the Consultant makes full and timely payment to the subconsultants for work rendered on the Project. Services performed by the Consultant through the subconsultants shall be included on the Consultant invoices with a markup that may not exceed five percent (5%) of the direct charges. The District may require that the Consultant provide copies of the subconsultant invoices submitted to the Consultant.

7.8 Assignment. The Consultant shall not assign this Contract, in whole or in part, or any right or obligation hereunder, without the prior written approval of the District which may be granted or withheld in its sole and absolute discretion. The District may assign this Contract at any time and shall provide the Consultant with notice of such assignment within thirty (30) days of such assignment.

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

If to the District: Clackamas County Service District No. 1
 c/o Water Environment Services
 150 Beaver Creek Road
 Oregon City, Oregon 97045
 ATTN: Lynne Chicoine

Copy to: County Counsel

2051Kaen Road, 2nd Floor
Oregon City, Oregon 97045
ATTN: Amanda Keller

If to the Consultant: Mark Johnson, Vice President
2020 SW Fourth Ave., Ste. 300
Portland, OR 97201

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

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

7.12 Funds. The District certifies that sufficient funds are available and authorized for expenditure pursuant to this Contract in Fiscal Years 2016-2017. The funds needed for the balance of the Contract are subject to appropriation by the Board of County Commissioners, acting as the governing body of the District, during the budget processes. The District shall also have the right to accelerate or decelerate the work to match funding limitations.

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

7.14 Ownership of Documents

- a. All work the Consultant performs under this Contract shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the Consultant produces in connection with this Contract. On completion or termination of the Contract the Consultant shall promptly deliver these materials to the Project Manager.
- b. The Consultant may retain for its own records and at its own cost copies of the materials referred to in subsection (a) above.
- c. Any use the District makes of the materials referred to in subsection (a) above, except for purposes of the work contemplated by this Contract, shall be at the District's risk.

7.15 Commencement of Work. The Consultant agrees that work being done pursuant to this Contract will not be commenced until after:

- a. All Insurance is obtained, as specified in Section 7.4.
- b. This Contract is fully executed by all parties and approved by the Board of County Commissioners and/or Director when applicable.
- c. The receipt of a written authorization to proceed from the Project Manager.

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

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

7.18 Audit of Payments. The District, either directly or through a designated representative, may audit the records of the Consultant at any time during the three (3) year period established by Section 7.17 above. If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall immediately repay the amount of the excess to the District.

7.19 Public Contracting Law. Pursuant to the requirements of ORS Chapters 279A and 279C, the following terms and conditions are made a part of this Contract:

- a. The Consultant agrees that he or she shall:
 - i. Make payments promptly, as due, to all persons supplying to the Consultant labor or materials for the performance of work contemplated by this Contract.
 - ii. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Contract.
 - iii. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167 or its successor statutes.
 - iv. Not permit any lien or claim to be filed or prosecuted against the State of Oregon, Clackamas County, the District, any municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- b. If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor

or services furnished to the Consultant by any person in connection with this Contract, as such claim becomes due, the proper office representing District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Consultant by reason of this Contract. Further, the Consultant or any subconsultant under this Contract fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Consultant by any person in connection with this Contract within thirty (30) days after receipt of payment from District or the Consultant, as applicable, then such person shall owe the unpaid person the amount due plus interest charges commencing at the end of the ten (10) day period under ORS 279C.580(4) and ending upon final payment unless subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be as set forth in ORS 279C.515(2).

- c. No person shall be employed for more than eight (8) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100(5) or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday, as specified in ORS 279C.
- d. If this Contract is for personal services as defined in ORS 279C or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- e. The Consultant shall promptly, as due, make payment to any person, partnership, association, corporation, or other entity furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Consultant, of all sums which the Consultant agrees to pay for such services and all moneys and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- f. The Consultant and all employers working under this Contract are subject employers under ORS 656.017.
- g. The Consultant shall demonstrate that an employee drug testing program is in place before commencing work on the Project.

7.20 Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, age, mental or

physical handicap or a national origin. The Consultant agrees that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity Clause.

- b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, marital status, age, physical or mental handicap or national origin.
- c. The Consultant will send to each labor union or representative of workers with which Consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Consultant's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

7.21 Tax Laws.

- a. The Consultant represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- b. Consultant must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Consultant's warranty in this Contract that Consultant has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any

or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

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

These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

7.22 Survival. All express representations, access to records, indemnifications or limitations of liability included in this Contract shall survive its completion and/or termination for any reason.

7.23 Headings; References. The headings used in this Contract are for general reference only and are not part of the Contract language. This Contract should be construed without giving any meaning to any headings included herein. Any references made to Oregon Revised Statutes or other specific sources are as amended.

7.24 Amendments. The District and the Consultant may amend this Contract at any time only by written amendment executed by the District and the Consultant. The Director or person designated in the Board order approving or amending this Contract may execute amendments to the Contract to increase compensation within the limits of the authority established by the District's Contract Review Board Rules and within the limits authorized by prior Board approvals.

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

7.26 Time is of the Essence. Consultant agrees that time is of the essence under this Contract.

7.27 Successors in Interest. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

7.28 Force Majeure. Neither District nor Consultant shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond,

respectively, District's or Consultant's reasonable control. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

7.29 No Third Party Beneficiaries. District and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

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

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

CH2M Hill Engineers, Inc.

Clackamas County Service District No. 1

Authorized Signature Date

Jim Bernard, Chair Date

Name / Title (Printed)

Tri-City Service District

503-235-5000

Telephone Number

Jim Bernard, Chair Date

193470-95

Oregon Business Registry #

Recording Secretary Date

FBC / Delaware

Entity Type / State of Formation

Approved as to Form:

County Counsel Date

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Engineering Services Contract for
Tri-City Water Resource Recovery Facilities
Solids Handling Improvements Project

Purpose/Outcomes	Engineering services for schematic design of improvements, for the Tri-City Water Resource Recovery Facility Solids Handling Improvements Project.
Dollar Amount and Fiscal Impact	Funding is available in the FY2016-17 and 2017-18 budgets. Total agreement amount not to exceed \$580,000.
Funding Source	Clackamas County Service District No.1 and Tri-City Service District FY 2016-17 and 2017-18 annual budgets. No General Funds impacted.
Duration	Execution to September 30, 2017
Previous Board Action	Approval of Phase 1 Engineering Services 121715 VI. 2
Strategic Plan Assignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide partner communities with reliable waste water infrastructure to serve existing customers and support future growth. 2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers.
Contact Person	Lynne Chicoine, Capital Program Manager – Water Environment Services – 503-742-4559

BACKGROUND:

The Solids Handling Project was identified in the 2008 Tri-City Master Plan as required to meet capacity requirements for growing service areas. In 2015, an RFQ for multi-phase design engineering services for the project was issued. Several highly-qualified firms were considered and the result of the competitive procurement process was selection of MWH Global (now Stantec) as the top-ranked firm and CH2M as the second-highest ranked firm.

Phase 1 of this project was completed by MWH Global. The result of Phase 1 was a change in direction from a one-time expansion to a just-in-time delivery approach, which will phase implementation of the solids expansion. After much consideration, District staff are of the opinion that it will be best positioned to deliver Phase 2 of the project with the second-highest ranked firm, CH2M Hill Engineers, Inc. The Conceptual Design Report (CDR), prepared by MWH Global, defined capacity requirements for anaerobic digestion and dewatering to meet 2040 capacity needs and recommended a phased approach with the initial construction delivering facilities to meet capacity needs until approximately 2030. The CDR also identified needed improvements to existing facilities to improve performance and maximize their use.

The next phase of the project (Phase 2), for which approval is being sought, will include detailed design and bid period services. Facilities to be designed include an anaerobic digester and control building, a biosolids dewatering process and cake loadout facility, rehabilitated existing solids processing facilities, and electrical, site and ancillary improvements. Additionally, a business case study partially funded by an incentive grant from Energy Trust of Oregon (ETO) was prepared which showed the construction of a combined heat and power (CHP) process was financially attractive with anticipated ETO funding. The CHP process will include biogas cleaning, storage and a lean-burn cogeneration unit.

The Engineering Services Contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of the Tri-City Service District, approve and execute the Engineering Services Contract for Tri-City Water Resource Recovery Facilities Solids Handling Improvement Project.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the _____agenda by Procurement.

**ENGINEERING SERVICES CONTRACT FOR
TRI-CITY WATER RESOURCE RECOVERY FACILITIES SOLIDS
HANDLING IMPROVEMENTS PROJECT**

This Engineering Services Contract (this “Contract”) is entered into between **CH2M HILL Engineers, Inc.**, (the “Consultant”) and the **Tri-City Service District** and **Clackamas County Service District No. 1**, both county service districts formed under ORS 451 (“District”) for the purposes of providing engineering design services for the Tri City Water Resource Recovery Facilities Solids Handling Improvements Project.

ARTICLE 1 - TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until Consultant performs its obligations according to this Contract, unless terminated or suspended, through final completion of the construction and completion of all warranty work. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County acting as the Governing Body for the District.

ARTICLE 2 - SERVICES OF THE CONSULTANT

This Contract covers the Scope of Work as described in the Scope of Services, attached and hereby incorporated by reference as Exhibit “A” (“Services”). The Consultant agrees to perform the Services on a schedule approved by the District, attached and hereby incorporated by reference as Exhibit “B” (“Schedule”). The Services performed by Consultant pursuant to the Schedule make up the Project, which includes is titled Tri City Water Resource Recovery Facility (“WRRF”) Solids Handling Improvements Project – Project P202162 and generally includes the design of improvements to the WRRF, including but not limited to the construction of an anaerobic digester and control building, a biosolids dewatering process and cake loadout facility, rehabilitated existing solids processing facilities, and electrical, site and ancillary improvements. (“Project”). This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and the Consultant’s Fee Proposal attached and hereby incorporated by reference as Exhibit “C.”

ARTICLE 3 - DISTRICT'S RESPONSIBILITIES

Unless otherwise specifically modified, the District will:

- 3.1** Provide adequate information to the Consultant regarding the District's requirements for the Project.
- 3.2** Assist the Consultant by making available all reasonably available information and technical data pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
- 3.3** In accordance with applicable District, local, state or federal laws or statutes, ordinances, rules or regulations, provide access upon reasonable notice and make all necessary provisions for

the Consultant to enter upon public and private property as required for the Consultant to perform services under this Contract.

3.4 Acquire all the necessary land, easements and rights-of-way required for the Project.

3.5 Furnish to the Consultant, prior to the Consultant's preparation of the work product, a copy of any design and construction standards the District shall require the Consultant to follow in the preparation of the work product.

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

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

ARTICLE 4 - CONSULTANT'S RESPONSIBILITIES

4.1 The Consultant agrees to complete the Services as defined above in Article 2.

4.2 Standards of Performance.

- a. The standard of care for all professional and related services performed or furnished by the Consultant under this Contract will be the standard of care and skill normally used by members of the Consultant's profession.
- b. The Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the District shall not be responsible for discovering deficiencies therein. The Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in District-furnished information.
- c. The Consultant agrees to perform the Services, in accordance with all applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, in connection with the Project. Any changes to these requirements during the term of this Contract shall not be the basis for any modifications to the Consultant's scope of services, times of performance, or compensation.
- d. The District's review or acceptance of documents, or authorization to continue to the next phase of design, bidding process participation, or construction administration, shall not be deemed as approval of the adequacy of the plans, drawings, specifications, or other documents. Any review or acceptance by the District will not relieve the Consultant of any responsibility for complying with the standard of care set forth herein. The Consultant is responsible for all Services to be performed under this Contract, and agrees that it will be liable for all its negligent acts, errors, or omissions, if any, relative to the Services.
- e. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided.

4.3 Quality Assurance.

- a. The District will conduct a full review of products produced under this Contract when first submitted for review and comments. The review may be done by several people. These comments will be provided to the Consultant within a reasonable time. The Consultant shall consider each comment and respond to the District within fifteen (15) days regarding the disposition of the issue. The method of disposition can be any of the following actions: (i) submittal corrected per the comment, (ii) comment was not accepted for the following reason: __, or (iii) comment was resolved in combination with other issues as described. The revised product shall include a response to each comment on a comment form as approved by the District. The District shall have the option to conduct another full review or to spot check the document to see that the documents reflect the changes indicated on the review report. If any comment was ignored, neglected, or the District disagrees with the Consultant regarding their refusal to accept a comment, the District may stop any further review and return the document to the Consultant marked as incomplete. The Consultant shall correct the documents to the District's satisfaction and then declare the documents complete.
- b. If all comments are not resolved to the District's satisfaction in its sole discretion, the District shall declare the documents incomplete and the Consultant agrees to pay any change orders, cost of additional staff time, and all related administrative costs arising out of any inconsistencies, omissions, or errors in the incomplete reports, plans or specifications, including resulting delay and disruption costs. The first full review of any document or submittal will be done by the District at the District's cost. Any subsequent review beyond a spot check will be completed at the Consultant's cost and will be back-charged on an hourly basis at the average billing rate of the Consultant's work under this Contract.

4.4 Changes. In the normal course of administering the work under this Contract, the District may give directives to the Consultant, either written or verbal, which may constitute a change to the Scope of Work or Schedule. If an instruction, directive or decision is given that the Consultant believes is a change in scope or schedule, the Consultant shall notify the District within seven (7) calendar days of receiving such directive or instruction. The notice shall state the general nature of the change, but need not include a detailed cost or impact estimate. Failure to give timely written notice relieves the District from any obligation to adjust the Contract amount, scope or schedule as an amendment to the Contract for Services. Proposed amendments described in such notices to the Scope of Work or Schedule, as well as changes to other terms and conditions, shall be processed as provided in Paragraph 7.24 hereof.

4.5 Consultant's Project Manager. The Consultant shall assign the following key personnel to do the work in the capacities and amounts designated below. Exhibit C outlines the estimated range of effort the key personnel will spend on the Project based on the Services, Schedule and Compensation amount in this Contract.

Person/Firm	Position
Brady Fuller	Project Manager
Ben Herman	Design Manager

Person/Firm	Position
Dave Parry	Technologist
Dave Oerke	Technologist
Bill Leaf and Leon Downing	Process Engineers
Nate Ebbs	Mechanical Engineer
Brett Riestad	Biogas and Centrifuge
Janelle Booth	Civil and Civil QC
Todd Cotton	Geotechnical
Ken Gilardi	HVAC/Odor Control
Steve Blaine	Instrumentation and Control (IC)
Tom Jones	Cost Estimator
John Hall	Editor
Josh Koch	Quality Control (QC) Manager
Tim Bauer	Mechanical QC
Ryan Harbert	Electrical QC
Jerry Nordal	IC QC
Scott Cowden	Odor Control QC

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

ARTICLE 5 - AUTHORIZATION, SCHEDULES AND COMPLETION

5.1 Specific authorization to proceed with the Services shall be granted in writing by the District within a reasonable time after the execution of this Contract. The Consultant shall not proceed with the work without such authorization. The District's Project Manager, as defined in Paragraph 5.5, shall have authority to give such authorizations.

5.2 This Contract shall be effective as of the Consultant's receipt of the written authorization to proceed and shall be completed as set forth in the Schedule.

5.3 As part of the Services, within ten (10) days after receipt of the authorization to proceed, the Consultant shall submit for the District's approval a detailed time schedule for all Services showing how these services will be carried out within the general Schedule. This detailed supplement to the Schedule shall be prepared in a form approved by the District. This Schedule shall include allowance for periods of time required for the District's review and approval of submissions and for approvals of other authorities having jurisdiction over the Project. This Schedule shall be brought up to date and submitted to the District at the end of each month, along with payment requests and the Engineer's written monthly progress reports. If progress lags by two weeks or more, the schedule shall be updated weekly.

5.4 Progress Schedule Submittal

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

5.5 District's Project Manager

The District's Project Manager is authorized to approve work and billings hereunder, approve sub consultants, give notices referred to herein, and carry out other District actions referred to herein, other than authorization of amendments or termination. The District's Project Manager shall be Lynne Chicoine, WES Tech Division Manager.

ARTICLE 6 - PAYMENTS TO CONSULTANT

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

6.1 Compensation

- a. The District agrees to pay Consultant on a time and material basis with a not to exceed amount of Five Hundred Eighty Thousand Dollars (\$580,000.00) (the "Maximum Amount") for services as billed monthly. Notwithstanding anything else to the contrary herein, no changes in the Maximum Amount shall be made without prior written approval of the District.
- b. The Consultant is entitled to no compensation for the correction or revision of any errors or deficiencies in any designs, drawings, specification or other services.
- c. The District may withhold from payments due the Consultant such sums as are necessary, in the District's sole and absolute discretion, to protect the District against any loss or damage which may result from negligence or unsatisfactory work by the Consultant, the failure of the Consultant to perform as required under this Contract, or claims filed against the Consultant or the District relating to the Consultant's services or work under this Contract.
- d. The Owner shall reimburse the Firm for any allowable Reimbursable Expenses, up to a maximum amount of Twenty Three Thousand Eight Hundred Dollars (\$23,800.00)

Reimbursable expenses for the Project mean actual direct expenditures (without overhead, fee, markup or profit) made by the Consultant in the interest of the Project for the following items: long-distance communications; reproductions, postage and handling of plans, drawings, specifications and other documents (excluding reproductions for the office use of the Firm and the Consultants); mileage and travel expenses more particularly described below; data processing and photographic production techniques; and renderings, models and mock-ups requested by the District.

The Reimbursable Expenses will be reimbursed at cost, except travel expenses. Charges for travel expenses will be reimbursed at cost, but not in excess of the Clackamas County Contractor Travel Reimbursement Guidelines, hereby incorporated by reference at the time the expense is incurred.

6.2 Billing and Payment Procedure

- a. The Consultant will provide monthly percentage complete invoices to the District for work performed during the preceding month. The invoices will be accompanied by a monthly progress report for each Services task listed in Exhibit A (“Task”), which shall be a narrative of work accomplished, tied to the milestones indicated in the Schedule. For each Task, the progress report will include: budgeted hours, actual hours spent, dollars spent, dollars remaining, percent spent and estimate of percent complete. The Consultant shall maintain detailed records to support these charges and such records shall be available to the District for audit and copying. Subject to ORS 293.462, the District shall pay monthly payments to the Consultant within thirty (30) days of the District's receipt of the Consultant's monthly statement.

ARTICLE 7 - GENERAL CONDITIONS

7.1 Termination of Contract. This Contract may be terminated for the following reasons:

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

7.2 Remedies

- a. In the event of termination pursuant to Section 7.1(a), (b)(i), or (d), Consultant's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Consultant. If previous amounts paid to Consultant exceed the amount due to Consultant under Section 7.2(a), Consultant shall pay any excess to District on demand.
- b. In the event of termination pursuant to Sections 7.1(b)(ii) or 7.1(c), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Consultant was not in default under Sections 7.1(b)(ii) or 7.1(c), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 7.1(a).
- c. Upon receiving a notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Consultant shall deliver to District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon District's request, Consultant shall surrender to anyone District designates, all documents, research or objects or other tangible items needed to complete the work.
- d. In the event of termination by the District due to a breach by the Consultant, then the District may complete the work either itself, or by agreement with another Consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 7.1 hereof then the Consultant shall pay to the District the amount of the excess.
- e. In the event of breach of this Contract by the District, then the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in Section 7.1(a) above.

7.3 Indemnification, Damages and Limitation of Liability.

- a. The Consultant agrees to indemnify, hold harmless and defend the District, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Consultant or the Consultant's employees, subconsultants, or agents.
- b. Consultant shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Consultant, its subconsultants, agents, or employees.
- c. Except for liability arising under or related to Section 7.1(b), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or

(ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.

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

7.4 Insurance

- i. The Consultant agrees to furnish the District evidence of commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The District, at its option, may require a complete copy of the above policy.
- ii. The Consultant shall furnish the District evidence of professional liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 per claim, incident or occurrence, with an annual aggregate limit of \$3,000,000 for bodily injury and property damage and malpractice or error and omission coverage for the protection of the District and Clackamas County, and their officers, elected officials, agents and employees against liability for damages to the extent caused by the professional negligence, errors and omissions in any way related to the performance of the Consultant or the Consultant's agents or employees under this Contract. The District, at its option, may require a complete copy of the above policy.
- iii. The Consultant agrees to furnish the District evidence of business automobile liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The District, at its option, may require a complete copy of the above policy.
- iv. Consultant shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employees as additional insureds for all insurance except professional liability and workers compensation insurance. If Consultant's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include the District and Clackamas County and their officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the District in the event of a cancellation or material change

and include a statement that no act on the part of the insured shall affect the coverage afforded to the District under this insurance. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

- v. If the Consultant has the assistance of other persons in the performance of this Contract, and the Consultant is a subject employer, the Consultant agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Consultant shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- vi. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Consultant's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.
- vii. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Consultant to the District. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.
- viii. Consultant shall require that all of its subconsultants of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Consultant under this Contract, unless this requirement is expressly modified or waived by the District.

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

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

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

7.7 Subcontracts. The Consultant shall not subcontract its work under this Contract, in whole or in part, without the prior written approval of the District. The Consultant shall require subconsultant to agree, as to the portion subcontracted, to fulfill all obligations of the Consultant as specified in this Contract. Notwithstanding District approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the District shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Contract, the Consultant and its subconsultants are subject to the requirements of the Workers' Compensation Law discussed in Section 7.6 above. The subconsultants shall be paid by the Consultant out of the Maximum Amount, and the parties understand and agree that the District has no direct or indirect contractual obligation or other legal duty to pay the subconsultants or ensure that the Consultant makes full and timely payment to the subconsultants for work rendered on the Project. Services performed by the Consultant through the subconsultants shall be included on the Consultant invoices with a markup that may not exceed five percent (5%) of the direct charges. The District may require that the Consultant provide copies of the subconsultant invoices submitted to the Consultant.

7.8 Assignment. The Consultant shall not assign this Contract, in whole or in part, or any right or obligation hereunder, without the prior written approval of the District which may be granted or withheld in its sole and absolute discretion. The District may assign this Contract at any time and shall provide the Consultant with notice of such assignment within thirty (30) days of such assignment.

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

If to the District: Clackamas County Service District No. 1
 c/o Water Environment Services
 150 Beaver Creek Road
 Oregon City, Oregon 97045
 ATTN: Lynne Chicoine

Copy to: County Counsel

2051Kaen Road, 2nd Floor
Oregon City, Oregon 97045
ATTN: Amanda Keller

If to the Consultant: Mark Johnson, Vice President
2020 SW Fourth Ave., Ste. 300
Portland, OR 97201

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

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

7.12 Funds. The District certifies that sufficient funds are available and authorized for expenditure pursuant to this Contract in Fiscal Years 2016-2017. The funds needed for the balance of the Contract are subject to appropriation by the Board of County Commissioners, acting as the governing body of the District, during the budget processes. The District shall also have the right to accelerate or decelerate the work to match funding limitations.

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

7.14 Ownership of Documents

- a. All work the Consultant performs under this Contract shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the Consultant produces in connection with this Contract. On completion or termination of the Contract the Consultant shall promptly deliver these materials to the Project Manager.
- b. The Consultant may retain for its own records and at its own cost copies of the materials referred to in subsection (a) above.
- c. Any use the District makes of the materials referred to in subsection (a) above, except for purposes of the work contemplated by this Contract, shall be at the District's risk.

7.15 Commencement of Work. The Consultant agrees that work being done pursuant to this Contract will not be commenced until after:

- a. All Insurance is obtained, as specified in Section 7.4.
- b. This Contract is fully executed by all parties and approved by the Board of County Commissioners and/or Director when applicable.
- c. The receipt of a written authorization to proceed from the Project Manager.

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

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

7.18 Audit of Payments. The District, either directly or through a designated representative, may audit the records of the Consultant at any time during the three (3) year period established by Section 7.17 above. If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall immediately repay the amount of the excess to the District.

7.19 Public Contracting Law. Pursuant to the requirements of ORS Chapters 279A and 279C, the following terms and conditions are made a part of this Contract:

- a. The Consultant agrees that he or she shall:
 - i. Make payments promptly, as due, to all persons supplying to the Consultant labor or materials for the performance of work contemplated by this Contract.
 - ii. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Contract.
 - iii. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167 or its successor statutes.
 - iv. Not permit any lien or claim to be filed or prosecuted against the State of Oregon, Clackamas County, the District, any municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- b. If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor

or services furnished to the Consultant by any person in connection with this Contract, as such claim becomes due, the proper office representing District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Consultant by reason of this Contract. Further, the Consultant or any subconsultant under this Contract fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Consultant by any person in connection with this Contract within thirty (30) days after receipt of payment from District or the Consultant, as applicable, then such person shall owe the unpaid person the amount due plus interest charges commencing at the end of the ten (10) day period under ORS 279C.580(4) and ending upon final payment unless subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be as set forth in ORS 279C.515(2).

- c. No person shall be employed for more than eight (8) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100(5) or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday, as specified in ORS 279C.
- d. If this Contract is for personal services as defined in ORS 279C or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- e. The Consultant shall promptly, as due, make payment to any person, partnership, association, corporation, or other entity furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Consultant, of all sums which the Consultant agrees to pay for such services and all moneys and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- f. The Consultant and all employers working under this Contract are subject employers under ORS 656.017.
- g. The Consultant shall demonstrate that an employee drug testing program is in place before commencing work on the Project.

7.20 Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, age, mental or

physical handicap or a national origin. The Consultant agrees that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity Clause.

- b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, marital status, age, physical or mental handicap or national origin.
- c. The Consultant will send to each labor union or representative of workers with which Consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Consultant's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

7.21 Tax Laws.

- a. The Consultant represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- b. Consultant must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Consultant's warranty in this Contract that Consultant has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any

or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

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

These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

7.22 Survival. All express representations, access to records, indemnifications or limitations of liability included in this Contract shall survive its completion and/or termination for any reason.

7.23 Headings; References. The headings used in this Contract are for general reference only and are not part of the Contract language. This Contract should be construed without giving any meaning to any headings included herein. Any references made to Oregon Revised Statutes or other specific sources are as amended.

7.24 Amendments. The District and the Consultant may amend this Contract at any time only by written amendment executed by the District and the Consultant. The Director or person designated in the Board order approving or amending this Contract may execute amendments to the Contract to increase compensation within the limits of the authority established by the District's Contract Review Board Rules and within the limits authorized by prior Board approvals.

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

7.26 Time is of the Essence. Consultant agrees that time is of the essence under this Contract.

7.27 Successors in Interest. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

7.28 Force Majeure. Neither District nor Consultant shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond,

respectively, District’s or Consultant’s reasonable control. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

7.29 No Third Party Beneficiaries. District and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

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

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

CH2M Hill Engineers, Inc.

Clackamas County Service District No. 1

Authorized Signature

Date

Jim Bernard, Chair

Date

Name / Title (Printed)

Tri-City Service District

503-235-5000

Telephone Number

Jim Bernard, Chair

Date

193470-95

Oregon Business Registry #

Recording Secretary

Date

FBC / Delaware

Entity Type / State of Formation

Approved as to Form:

County Counsel

Date